

IN THE SUPREME COURT OF THE STATE OF NEVADA

ANTHONY S. NOONAN IRA, LLC;
LOU NOONAN; AND JAMES M.
ALLRED IRA, LLC

Appellants,

v.

U.S. BANK NATIONAL
ASSOCIATION EE; AND
NATIONSTAR MORTGAGE, LLC,

Respondents.

Supreme Court No. 78624

Electronically Filed
Sep 24 2019 03:39 p.m.
District Court No. A-1-10-00000
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX

VOLUME II

DATE	DOCUMENT	VOLUME	PAGE NOS.
12/4/2014	Affidavit of Due Diligence for Bank of America, N.A.	I	APP0008-APP0009
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0035-APP0036
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0037-APP0038
5/28/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0093-APP0094
12/19/2014	Affidavit of Due Diligence for Republic Mortgage	I	APP0022-APP0023
12/19/2014	Affidavit of Due Diligence Republic Mortgage LLC	I	APP0024-APP0025
12/4/2014	Affidavit of Due Diligence for US Bank National Association EE	I	APP0010-APP0011
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0081
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0082

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6/25/2015	Affidavit of Mailing Summons and Complaint	I	APP0136
7/9/2015	Affidavit of Publication Summons	I	APP0155
9/23/2016	Affidavit of Service	III	APP0558
9/23/2016	Affidavit of Service	III	APP0559
12/21/2016	Affidavit of Service	IV	APP0884
12/11/2014	Affidavit of Service for Bank of America NA	I	APP0016-APP0019
12/19/2014	Affidavit of Service for Nationstar Mortgage LLC	I	APP0020-APP0021
4/23/2015	Affidavit of Service for Real Time Resolutions, Inc.	I	APP0091-APP0092
1/12/2015	Affidavit of Service for Republic Mortgage	I	APP0030-APP0033
1/12/2015	Affidavit of Service for Republic Mortgage LLC	I	APP0026-APP0029
4/23/2015	Affidavit of Service for Republic Silver State Disposal, Inc.	I	APP0089-APP0090
12/11/2014	Affidavit of Service for US Bank National Association EE	I	APP0012-APP0015
4/3/2015	Amended Affidavit of Due Diligence for Matthew M. Bigam	I	APP0073-APP0074
9/4/2015	Amended Affidavit of Mailing of Summons and Complaint	I	APP0180-APP0181
6/11/2015	Amended Certificate of Service	I	APP0134-APP0135
4/6/2015	Amended Complaint	I	APP0075-APP0080
4/22/2015	Answer to Complaint	I	APP0084-APP0086
2/5/2015	Application for Judgment by Default	I	APP0047-APP0052
5/30/2015	Certificate of Mailing Summons and Complaint	I	APP0095
12/1/2014	Complaint	I	APP0001-APP0007

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3/10/2015	Court Minutes	I	APP0060
7/8/2015	Court Minutes	I	APP0154
10/7/2015	Court Minutes	I	APP0191
3/2/2016	Court Minutes	I	APP0210
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5/18/2016	Court Minutes	III	APP0547- APP0548
12/14/2016	Court Minutes	IV	APP0874
2/7/2019	Court Minutes	V	APP1153
9/18/2015	Default	I	APP0182- APP0183
2/3/2015	Default Bank of America NA	I	APP0039
1/26/2015	Default Nationstar Mortgage LLC	I	APP0034
2/27/2015	Default Republic Mortgage	I	APP0058
2/27/2015	Default Republic Mortgage LLC	I	APP0059
2/3/2015	Default US Bank National Association EE	I	APP0040
6/1/2015	Ex Parte Motion to Enlarge Time for Service of Process and for An Order for Service by Publication as to Matthew M. Bigam	I	APP0096- APP0108
3/18/2019	Findings of Fact, Conclusion of Law and Judgment	V	APP1154- APP1163
4/22/2015	Initial Appearance Fee Disclosure	I	APP0087- APP0088
2/4/2015	Initial Appearance Fee Disclosure on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0041- APP0043
11/25/2015	Joint Case Conference Report	I	APP0195- APP0201
3/10/2015	Judgment by Default	I	APP0061- APP0062
5/3/2016	Motion to Strike Plaintiffs' Motion for Reconsideration of Order Denying Plaintiffs' Motion for Summary	III	APP0530- APP0538

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	Judgment or In The Alternative, Opposition to Plaintiffs' Motion		
1/29/2019	Nationstar and US Bank's Answer to Amended Complaint	V	APP1137-APP1145
12/5/2016	Nationstar and US Bank's Opposition to Plaintiffs' Renewed Motion for Summary Judgment	IV	APP0838-APP0843
11/10/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	III	APP0560-APP0626
12/8/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	IV	APP0851-APP0856
1/7/2019	Nationstar and US Bank's: (1) Motion to Strike Plaintiffs' Second Renewed Motion for Summary Judgment, and Alternatively, (2) Opposition to Plaintiffs' Second Renewed Motion for Summary Judgment, and (3) Supplement to Nationstar and US Bank's Renewed Motion for Summary Judgment	V	APP1110-APP1133
4/8/2016	Nationstar Mortgage LLC's and US Bank N.A.'s Reply in Support of Motion for Summary Judgment	II	APP0406-APP0490
7/6/2015	Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	I	APP0145-APP0153
2/4/2015	Notice of Appearance on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0044-APP0046
2/24/2017	Notice of Change of Address	IV	APP0885-APP0886
1/11/2018	Notice of Change of Address	IV	APP0900-APP0901
5/7/2018	Notice of Change of Address	IV	APP0902-APP0903

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8/7/2015	Notice of Department Reassignment	I	APP0158-APP0159
10/13/2015	Notice of Early Case Conference	I	APP0192-APP0194
3/19/2019	Notice of Entry f Findings of Fact, Conclusions of Law and Judgment	V	APP1164-APP1174
5/9/2019	Notice of Entry of Judgment by Default	V	APP1182-APP1186
7/1/2015	Notice of Entry of Order	I	APP0140-APP0144
5/23/2016	Notice of Entry of Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank N.A.'s Motions for Summary Judgment	III	APP0549-APP0557
3/31/2015	Notice of Entry of Stipulation and Order	I	APP0066-APP0072
12/20/2016	Notice of Entry of Stipulation and Order to Continue Deadline to File Pre-Trial Memorandum	IV	APP0878-APP0883
5/10/2018	Notice of Entry of Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0908-APP0915
9/7/2017	Notice of Entry of Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0893-APP0899
4/16/2015	Notice of Lis Pendens	I	APP0083
2/16/2015	Notice of Prove-Up	I	APP0055-APP0057
5/4/2017	Notice of Rescheduling of Calendar Call and Trial Stack	IV	APP0887-APP0888
12/23/2015	Notice of Rescheduling of Hearing	I	APP0202-APP0203
8/10/2015	Opposition to Defendants Motion for Summary Judgment	I	APP0160-APP0174

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5/3/2016	Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	III	APP0525-APP0529
6/5/2015	Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for An Order for Service by Publication as to Matthew M. Bigam	I	APP0109-APP0110
2/3/2016	Order Setting Civil Bench Trial	I	APP0207-APP0209
8/7/2015	Peremptory Challenge of Judge	I	APP0156-APP0157
4/17/2019	Plaintiffs' Case Appeal Statement	V	APP1178-APP1181
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 1)	II	APP0491-APP0498
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 2)	III	APP0499-APP0524
6/10/2015	Plaintiffs' Motion for Summary Judgment	I	APP0111-APP0133
4/17/2019	Plaintiffs' Notice of Appeal	V	APP1175-APP1177
12/5/2016	Plaintiffs' Opposition to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment	IV	APP0844-APP0850
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 1)	III	APP0627-APP0747
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 2)	IV	APP0748-APP0831
9/30/2015	Plaintiffs' Reply in Support of Plaintiff's Motion for Summary Judgment Against Republic Silver State Disposal Inc.	I	APP0184-APP0190

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1/31/2019	Plaintiffs' Reply in Support of Second Renewed Motion for Summary Judgment and Plaintiffs' Opposition to Defendants Nationstar Mortgage LLC and US Bank, N.A's Motion to Strike	V	APP1146-APP1152
5/13/2016	Plaintiffs' Reply in Support of Their Motion for Reconsideration of the Order Denying Plaintiffs Motion for Summary Judgment and Opposition to Defendant's Motion to Strike	III	APP0539-APP0546
12/8/2016	Plaintiffs' Reply in Support of Their Renewed Motion for Summary Judgment	IV	APP0857-APP0873
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 1)	IV	APP0916-APP0997
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 2)	V	APP0998-APP1109
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	I	APP0211-APP0249
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	II	APP0250-APP0405
1/9/2019	Republic Silver State Disposal, Inc. D/B/A Republic Services' Limited Opposition to Plaintiff's Second Renewed Motion for Summary Judgment	V	APP1134-APP1136
11/16/2016	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Renewed Motion for Summary Judgment	IV	APP0832-APP0834
11/22/2016	Republic Silver State Disposal, Inc. dba Republic Services' Partial Oppoisition to Nationstar and US Bank's Renewed Motion for Summary Judgment	IV	APP0835-APP0837

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8/13/2015	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Motion for Summary Judgment	I	APP0177-APP0179
2/5/2015	Request for Prove Up Hearing by Default	I	APP0053-APP0054
1/8/2016	Scheduling Order	I	APP0204-APP0206
6/30/2015	Stipulation and Order for Dismissal of Party and for Disclaimer of Interest in Subject Real Property	I	APP0137-APP0139
3/20/2015	Stipulation and Order Setting Aside Default	I	APP0063-APP0065
5/9/2018	Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0904-APP0907
12/16/2016	Stipulation To Continue Deadline to File Pre-Trial Memorandum	IV	APP0875-APP0877
9/7/2017	Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0889-APP0892
8/13/2015	Three Day Notice of Intent to Default	I	APP0175-APP0176

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3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	II	APP0250-APP0405
4/8/2016	Nationstar Mortgage LLC's and US Bank N.A.'s Reply in Support of Motion for Summary Judgment	II	APP0406-APP0488

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4/8/2016	Court Minutes	II	APP0489- APP0490
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 1)	II	APP0491- APP0498

DATED this 24th day of September, 2019.

The Law Office of Mike Beede, PLLC

/s/Michael Beede

Michael Beede, Esq.

Nevada Bar No. 13068

2470 St. Rose Pkwy, Suite 307

Henderson, NV 89074

Attorney for Appellants

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On September 24, 2019 I caused to be served a true and correct copy of the foregoing **APPELLANT'S APPENDIX VOLUME II**, by the method indicated:

☒ BY ELECTRONIC SUBMISSION: submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

☐ BY U.S. MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.

/s/Michael Madden
An Employee of The Law Office of Mike Beede, PLLC

verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has -- if any -- with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note).

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Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation

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to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory

NEVADA--Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

DOCUMNT11

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authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 4,794.00.

2944424

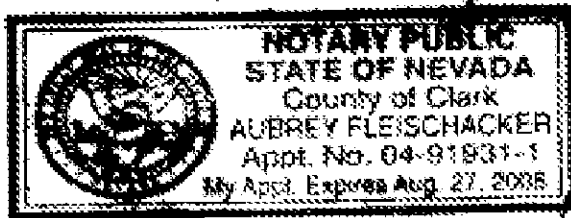
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

[Space Below This Line For Acknowledgment]

STATE OF NV
COUNTY OF Clark

This instrument was acknowledged before me on 2-16-07, by
Matthew M. Bigam and Leah Ann Bigam



Aubrey Fleischacker
Notary Public

Title (and Rank) Aubrey Fleischacker
My Commission Expires: 08-27-08

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PLANNED UNIT DEVELOPMENT RIDER

SIGAM

LOAN #: 2944424

MIN: 100125300029444249

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of FEBRUARY 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as
PROMONTORY V

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners

MULTISTATE PUD RIDER--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/04

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Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2944424

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -



20070220-0004389

Fee: \$25.00

N/C Fee: \$25.00

02/20/2007

14:58:56

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Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway

KGP

Clark County Recorder

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Loan Number: 2944627

APN#: 176-11-311-013

Recording Requested by:

Name: Republic Mortgage LLC, 900

Address: 9580 W. Sahara Ave #200

City/State/Zip: Las Vegas, NV 89117

Mail Tax Statements to:

Name: Matthew M. Bigam

Address: 1050 E. Cactus Ave. #1064

City/State/Zip: Las Vegas, NV 89183

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Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.630)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Signature (Print name under signature) Sandra Guston Title F.U.

Deed of Trust
(Insert Title of Document Above)

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

AFTER RECORDING RETURN TO:
REPUBLIC MORTGAGE LLC

9580 W. SAHARA AVENUE #200
LAS VEGAS, NV 89117

GRANTEE:
REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE

9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

MAIL TAX STATEMENTS TO:
MATTHEW M. BIGAM

1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

DEED OF TRUST

BIGAM
LOAN #: 2944627
MIN: 100125300029446277
PIN: 176-11-311-013

THIS DEED OF TRUST is made this 15TH day of FEBRUARY, 2007, among the Grantor,
MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE,

(herein "Borrower"), FIRST AMERICAN TITLE
COMPANY (herein "Trustee"), and the Beneficiary,
MERS. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is
acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under
the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026,
tel. (888) 679-MERS. REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

, a corporation organized and existing under the laws of
NEVADA, whose address is 9580 WEST SAHARA AVENUE
#200, LAS VEGAS, NV 89117
(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created,
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located
in the County of CLARK, State of Nevada:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL
DESCRIPTION

which has the address of 7883 TAHOE RIDGE COURT
[Street]

LAS VEGAS, Nevada 89139 (herein "Property Address");
[City] [Zip Code]

NEVADA - SECOND MORTGAGE - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interest granted to Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interest, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **FEBRUARY 15, 2007** and extensions and renewals thereof (herein "Note"), in the principal sum of **U.S. \$ 59,900.00**, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **MARCH 1, 2032** the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such a holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes,

assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender

agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payments thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property of Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender.

Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day

before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointments of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Assumption Fee. Lender may charge an assumption fee of U.S. \$ 599.00 .

REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES: [Check box as applicable]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Bi-Weekly Rider	<input checked="" type="checkbox"/> Other(s) [specify] EXHIBIT "A"	

2944627

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

{Space Below This Line For Acknowledgment}

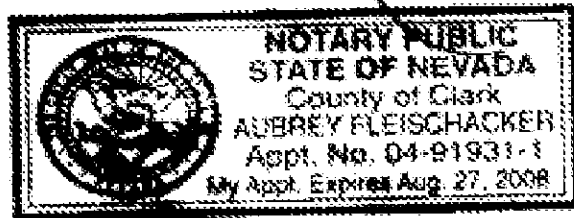
STATE OF NV
COUNTY OF ClarkThis instrument was acknowledged before me on 2-16-07 by
Matthew M. Bigam and Leah Ann BigamAubrey Fleischacker
Notary PublicAubrey Fleischacker
Title (and Rank)My Commission Expires: 8-27-08

EXHIBIT 'A'

File No.: **171-2308425 (SG)**

Property: **7883 Tahoe Ridge Court, Las Vegas, NV 89139**

**Lot 13 in Block 1 of Promontory V, as shown by map thereof on file in Book 126 of Plats,
Page 34, in the Office of the County Recorder of Clark County, Nevada.**

A.P.N. 176-11-311-013

PLANNED UNIT DEVELOPMENT RIDER

BIGAM

LOAN NUMBER: 2944627

MIN: 100125300029446277

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **15TH** day of **FEBRUARY 2007**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **7863 TAHOE RIDGE COURT, LAS VEGAS, NV 89139**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration"). The Property is a part of a planned unit development known as **PROMONTORY V**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association;

and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2944527

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

MULTI M Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

Recording Requested By:
Bank of America
Prepared By: Aida Duenas
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 19714925571320445
Tax ID: 176-11-311-013
Property Address:
7883 Tahoe Ridge Ct
Las Vegas, NV 89139-6466
NV0-ADT 15188869 9/22/2011

This space for Recorder's use

MIN #: 100125300029444249

MERS Phone #: 888-679-6377

Inst #: 201110120000574

Fees: \$15.00

N/C Fee: \$0.00

10/12/2011 08:41:07 AM

Receipt #: 943408

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR7 whose address is 4000 REGENT 3RD FL, IRVING, TX 75063 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
Made By: MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE COMPANY OF NEVADA
Date of Deed of Trust: 2/15/2007 Original Loan Amount: \$479,400.00

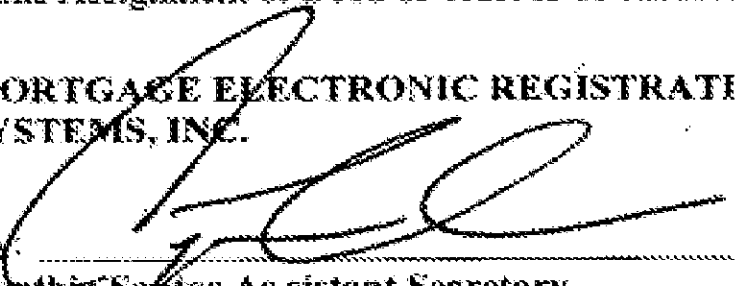
Recorded in Clark County, NV on: 2/20/2007, book 20070220, page 0004388 and instrument number N/A

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

10-3-11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 
Cynthia Santos, As sistant Secretary

State of California
County of Ventura

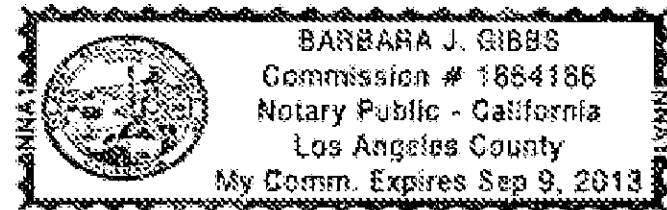
On OCT 03 2011 before me, Barbara J. Gibbs, Notary Public, personally appeared Cynthia Santos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he (she, they) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: [Signature]

(Seal)



DocID# 19714925571320445

2

Inst #: 201308160000512

Fees: \$18.00

N/C Fee: \$0.00

08/16/2013 09:36:58 AM

Receipt #: 1735649

Requestor:

CORELOGIC

Recorded By: RYUD Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:
Bank of America, N.A.
Prepared By: Marcus Jones
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 97514925571380743

Tax ID: 176-11-311-013

Property Address:
7883 Tahoe Ridge COURT
Las Vegas, NV 89139-6466

NVC-AOT 26618984 7/29/2013 NSRC030

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto NATIONSTAR MORTGAGE, LLC whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
FOR REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

Made By: MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE

Trustee: FIRST AMERICAN TITLE COMPANY OF NEVADA

Date of Deed of Trust: 2/15/2007 Original Loan Amount: \$479,400.00

Recorded in Clark County, NV on: 2/20/2007, book 20070220, page 0004388 and instrument number N/A

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

JUL 30 2013

Bank of America, N.A.

By: Navia MA
Rabia Nassim
Assistant Vice President

State of TX, County of Dallas

On JUL 30 2013, before me, Sharron Wyatt, a Notary Public, personally appeared Rabia Naam, Assistant Vice President of Bank of America, N.A. personally known to me to be the person(s) whose name(s) is/are subscribed to the within document 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 document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sharron Wyatt
Notary Public: Sharron Wyatt
My Commission Expires: 07-23-16



DocID# 97514925571380743



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 81944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 5/13/11

Signature *Ethan*

See Attached 2 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

Label #1

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO: Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®
**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 5/13/11 by
Red Rock Financial Service
See Firm Boo

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 0071 6107

Certified Article Number

7196 9008 9111 0071 6107

SENDERS RECORD

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 0071 6107

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

APP0280

PS Form 3811, January 2005

Domestic Return Receipt

NTR0112

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

Label #1

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®
**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 5/13/11 by
Red Rock Financial Service
See Firm Boo

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 0071 6091

2. Article Number



7196 9008 9111 0071 6091

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0113

PS Form 3811, January 2005

Domestic Return Receipt

Certified Article Number

7196 9008 9111 0071 6091

SENDERS RECORD

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service



Red Rock Financial Services

May 13, 2011

VIA CERTIFIED AND FIRST CLASS MAIL

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Re: 7883 Tahoe Ridge Ct Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

Dear Matthew M. Bigam:

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

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is \$881.87.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner than the 31st day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services
enclosure(s)

Red Rock Financial Services

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

www.rrfs.com

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

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

NTR0114



Red Rock Financial Services

May 13, 2011

VIA CERTIFIED AND FIRST CLASS MAIL

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Re: 7883 Tahoe Ridge Ct Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

Dear Leah Ann Bigam:

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

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is \$881.87.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner than the 31st day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services
enclosure(s)

Red Rock Financial Services

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

www.rrfs.com

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

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

NTR0115

Assessor Parcel Number: 176-11-311-013
File Number: R84944

Accommodation

Inst #: 201104260002234
Fees: \$14.00
N/C Fee: \$0.00
04/26/2011 12:57:56 PM
Receipt #: 753163
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7883 Tahoe Ridge Ct, Las Vegas, NV 89139

PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

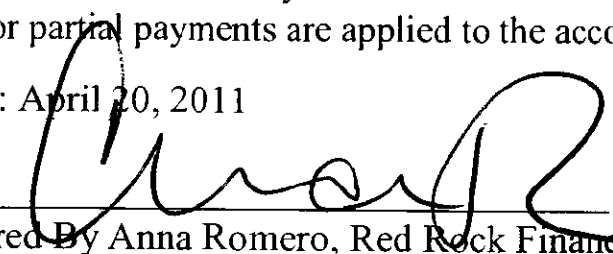
MATTHEW M. BIGAM, LEAH ANN BIGAM

The amount owing as of the date of preparation of this lien is **\$730.92.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

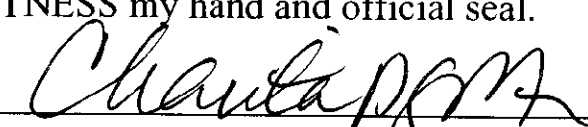
Dated: April 20, 2011

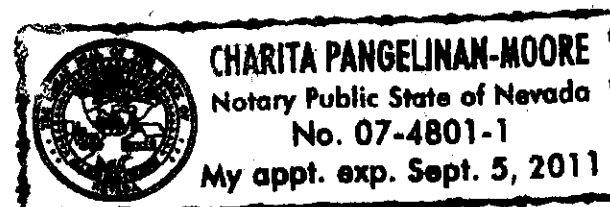

Prepared By Anna Romero, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On April 20, 2011, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887





RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT


File Number: R 84944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 6/27/11

Signature 

See Attached 8 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0502

Label #1

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO: Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

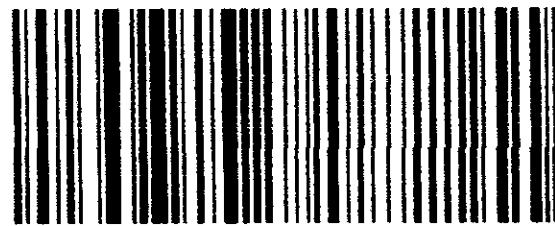
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0502

C

2. Article Number



7196 9008 9111 1206 0502

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0286

PS Form 3811, January 2005

Domestic Return Receipt

NTR0102

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0496

Label #1
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO: Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

Label #4
Certified Article Number
7196 9008 9111 1206 0496
SENDERS RECORD

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

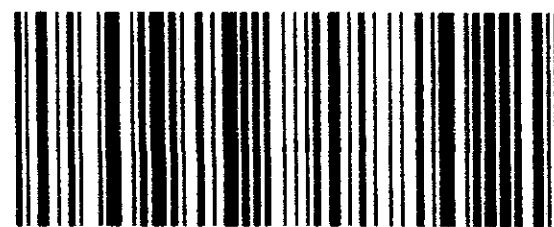
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0496

C

2. Article Number



7196 9008 9111 1206 0496

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

APP0287

PS Form 3811, January 2005

Domestic Return Receipt

NTR0103

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0489

TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026

Label #1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #3 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B **Label #5**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Charge
Amount:

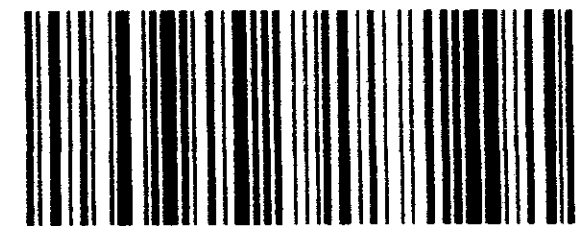
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0489

C

2. Article Number



7196 9008 9111 1206 0489

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0288

PS Form 3811, January 2005

Domestic Return Receipt

NTR0104

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0472

Label #1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TO: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA
REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge
Amount:

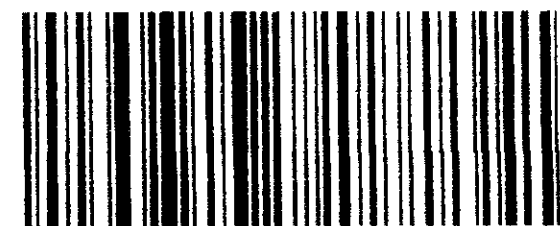
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0472

C

2. Article Number



7196 9008 9111 1206 0472

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0105

APP0289

PS Form 3811, January 2005

Domestic Return Receipt

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0465

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP
DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP
DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP
DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

Certified Article Number
7196 9008 9111 1206 0465
SENDERS RECORD

Label #4

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP
DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge
Amount:

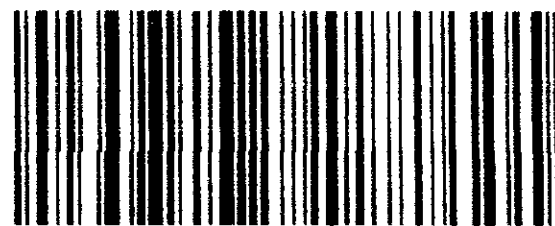
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0465

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 1206 0465

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

NTR0106

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ IM

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0458

Label #1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #3 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

TO: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Charge
Amount:

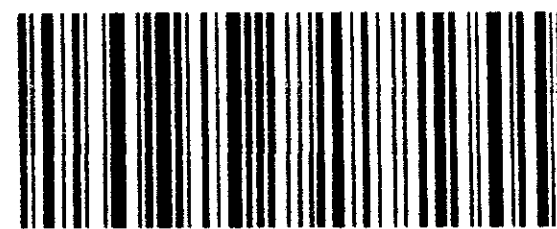
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0458

C

2. Article Number



7196 9008 9111 1206 0458

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0107

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0441

Label #1 LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2 LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3 LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO: LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge
Amount:

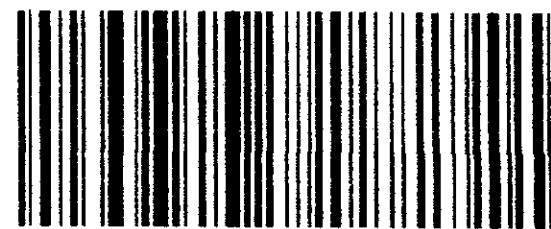
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0441

C

2. Article Number



7196 9008 9111 1206 0441

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

PS Form 3811, January 2005

APP0292

Domestic Return Receipt

NTR0108

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0434

Label #1
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO: MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1206 0434

C

2. Article Number



7196 9008 9111 1206 0434

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

NTR0109

PS Form 3811, January 2005

APP0293

Domestic Return Receipt

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139
Title Order Number: 5616526-A5

First American Title

Inst #: 201106210002390
Fees: \$14.00
N/C Fee: \$0.00
06/21/2011 12:54:09 PM
Receipt #: 819146
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: CYV Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**

◆ IMPORTANT NOTICE ◆

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, under the Lien for Delinquent Assessments, recorded on 04/26/2011, in Book Number 20110426, as Instrument Number 0002234, reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record on said lien, land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 08/25/2000, in Book Number 20000825, as Instrument Number 02301, has been breached. As of 01/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 17, 2011, the amount owed is \$ 1,775.62. This amount will continue to increase until paid in full.



Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

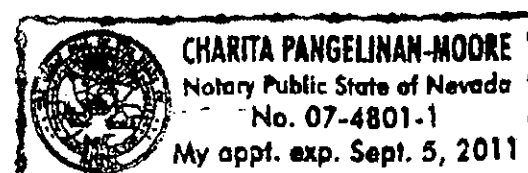
Dated: June 17, 2011

STATE OF NEVADA)
COUNTY OF CLARK)

On June 17, 2011, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887





MAILING AFFIDAVIT

File Number: R 84944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 6/27/2014

Signature Andrew Burdick

See Attached 21 Pages

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9581 93

Label #1

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

Label #2

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

Label #3

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

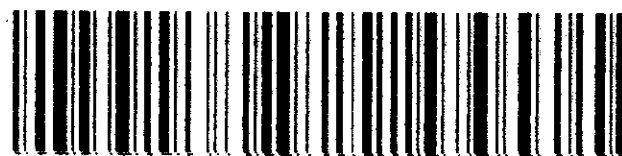
Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

C

2. Article Number



9414 7266 9904 2002 9581 93

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944 Coronado Ranch Landscape Maintenance Corporation

TO:

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

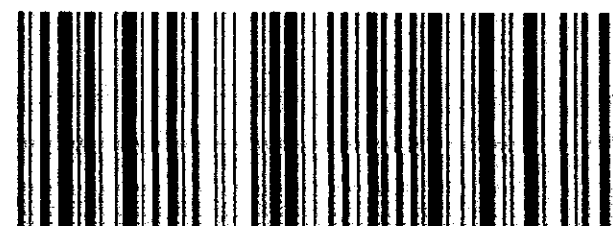
POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9581 93

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0075

APP0296

PS Form 3811, January 2005

Domestic Return Receipt



June 26, 2014

State of Nevada
Ombudsman for Common-Interest Communities
Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, Nevada 89104-4137

Re: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation
Collection Account Number: R84944

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

Dear Ombudsman, Sharon Jackson:

Enclosed, please find a copy of the Notice of Foreclosure Sale for the above referenced account. Pursuant to the Board of Director's for Coronado Ranch Landscape Maintenance Corporation Red Rock Financial Services has set a Foreclosure Sale date and the sale date is scheduled for **07/21/2014**.

The below is the Homeowner mailing contact information either obtained by the Management Company, provided to our office by the Homeowner and/or through other research methods:

Mailing Address(s): Homeowner(s): Matthew M. Bigam and Leah Ann Bigam

1) 7883 Tahoe Ridge Ct., Las Vegas, NV 89139

2) 140 North 1st Street, Connellsville, PA 15428

3) 804 Binbrook Drive, Henderson, NV 89052

4) 1050 E. Cactus Ave #1064, Las Vegas, NV 89183

5) 9870 Santa Ponsa Court, Las Vegas, NV 89178

6) 366 Narrows Road, Connellsville, PA 15425

The below is the Homeowners phone number(s) either obtained by the Management Company, provided to our office by the Homeowner and/or through other research methods:

Phone Number(s): 702-684-7419; 702-379-9267

Please contact Red Rock Financial Services if you have any further questions regarding the above account at 702-932-6887.

Sincerely,

Christie Marling
Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rrfs.com

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

APP0297

NTR0076

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

Inst #: 20140626-0003624
Fees: \$18.00
N/C Fee: \$0.00
06/26/2014 02:51:34 PM
Receipt #: 2070356
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

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

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/26/2011 in Book Number 20110426 as Instrument Number 0002234 reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/21/2011 in Book Number 20110621 as Instrument Number 0002390 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on **07/21/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 and land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$2,825.99** as of 6/26/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.


Dated: June 26, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

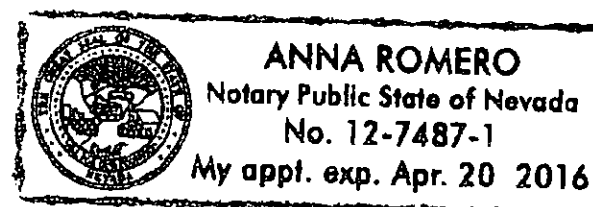
On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887



WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 91

Label #1

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 91

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2002 9583 91

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

NTR0079

APP0300

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 84

Label #1

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge
Amount:

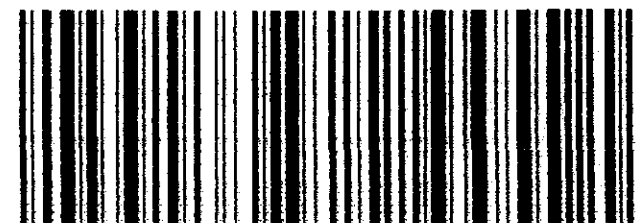
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 84

C

2. Article Number



9414 7266 9904 2002 9583 84

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0080

APP0301

PS Form 3811, January 2005

Domestic Return Receipt

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 77

Label #1

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #2

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #3

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

TO:

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Charge
Amount:

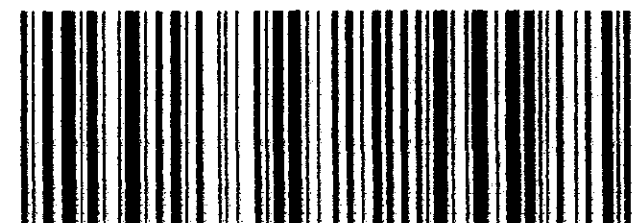
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 77

C

2. Article Number



9414 7266 9904 2002 9583 77

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0302

PS Form 3811, January 2005

Domestic Return Receipt

NTR0081

WALZ
CERTIFIED
MAILER™

FROM

WALZ

FORM #35663 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 60

Label #1 Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #2 Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #3 Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

TO:

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5 Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Certified Article Number

09 9583 60 2002 4066 9904 7266 9414

SENDER'S RECORD

Charge
Amount:

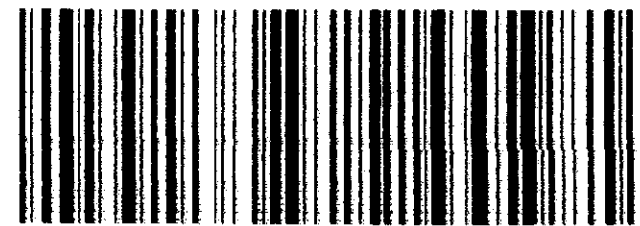
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 60

C 2. Article Number



9414 7266 9904 2002 9583 60

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

APP0303

PS Form 3811, January 2005

Domestic Return Receipt

NTR0082

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER™

FROM

WALZ

FORM #3800 VERSION 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 53

Label #1 Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #2 Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #3 Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

TO:

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Charge
Amount:

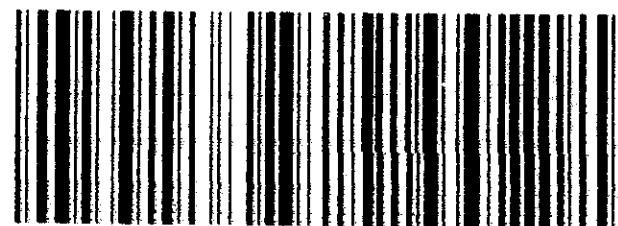
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 53

C

2. Article Number



9414 7266 9904 2002 9583 53

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent

☐ Addressee

X

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0083

APP0304

PS Form 3811, January 2005

Domestic Return Receipt

WALZ
CERTIFIED
MAILER™

FROM

WALZ

FORM 3800 VERSION 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 46

Label #1 Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #2 Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #3 Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

TO:

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Charge
Amount:

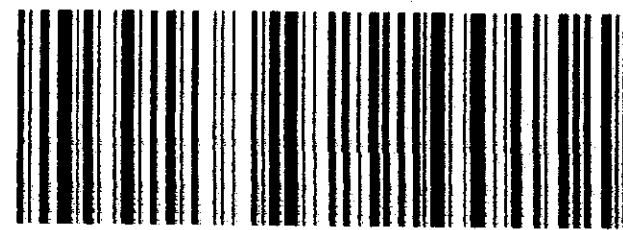
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 46

C

2. Article Number



9414 7266 9904 2002 9583 46

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0305

PS Form 3811, January 2005

Domestic Return Receipt

NTR0084

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 39

Label #1 Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #2 Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #3 Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

TO:

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B **Label #5**
Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Charge
Amount:

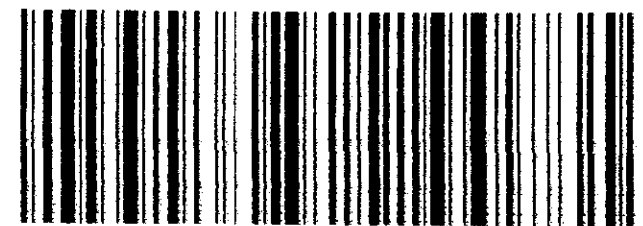
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 39

C

2. Article Number



9414 7266 9904 2002 9583 39

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0306

PS Form 3811, January 2005

Domestic Return Receipt

NTR0085

WALZ
CERTIFIED
MAILER™

FROM

WALZ

FORM 38003 VERSION 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 22

Label #1

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #2

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #3

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

TO:

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Charge
Amount:

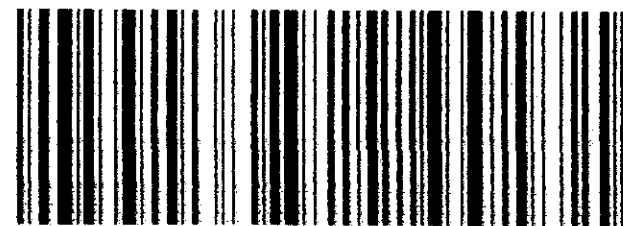
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 22

C

2. Article Number



9414 7266 9904 2002 9583 22

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0307

PS Form 3811, January 2005

Domestic Return Receipt

NTR0086

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 15

Label #1 MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2 MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3 MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge
Amount:

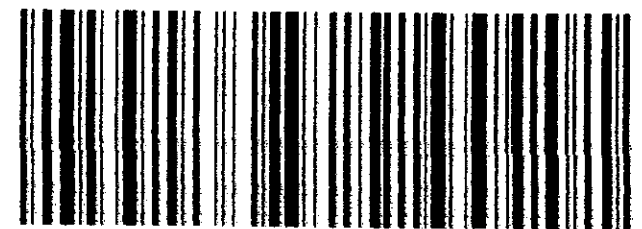
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 15

C

2. Article Number



9414 7266 9904 2002 9583 15

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0308

PS Form 3811, January 2005

Domestic Return Receipt

NTR0087

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 08

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Charge
Amount:

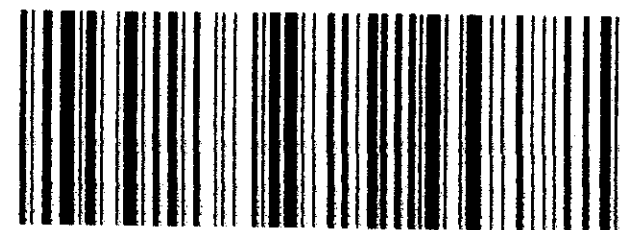
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9583 08

Label #4

Certified Article Number

9414 7266 9904 2002 9583 08

SENDER'S RECORD

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2002 9583 08

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0088

APP0309

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 92

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

Label #2

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

Label #3

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge
Amount:

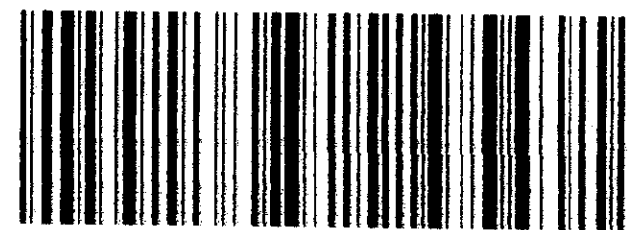
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 92

C

2. Article Number



9414 7266 9904 2002 9582 92

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0310

PS Form 3811, January 2005

Domestic Return Receipt

NTR0089

WALZ
CERTIFIED
MAILER™

FROM

WALZ

FORM 3800S VERSION 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 85

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP
DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge
Amount:

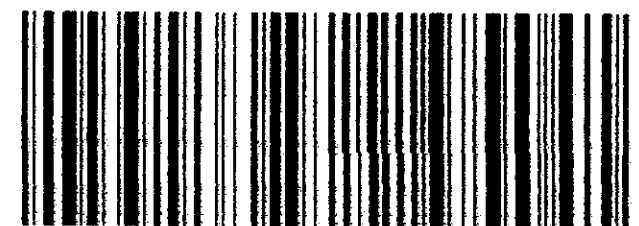
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 85

C

2. Article Number



9414 7266 9904 2002 9582 85

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0311

PS Form 3811, January 2005

Domestic Return Receipt

NTR0090

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 78

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Charge
Amount:

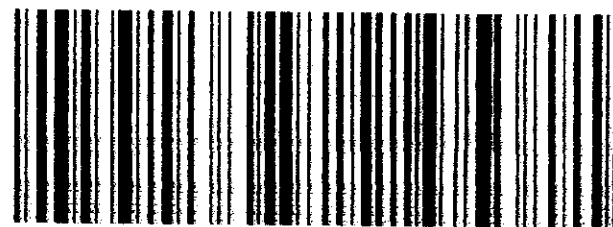
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 78

C

2. Article Number



9414 7266 9904 2002 9582 78

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0312

PS Form 3811, January 2005

Domestic Return Receipt

NTR0091

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 61

Label #1

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO:

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge
Amount:

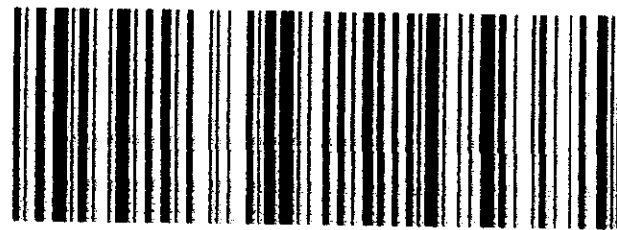
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 61

C

2. Article Number



9414 7266 9904 2002 9582 61

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0313

PS Form 3811, January 2005

Domestic Return Receipt

NTR0092

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 54

Label #1 Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #2 Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #3 Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

TO:

Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B Label #5

Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Charge
Amount:

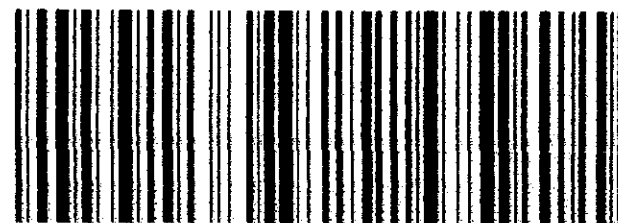
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 54

Label #4

Certified Article Number

45 2856 9582 54
9414 7266 9904 2002 9582 54

SENDER'S RECORD

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2002 9582 54

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

APP0314

PS Form 3811, January 2005

Domestic Return Receipt

NTR0093

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 47

Label #1

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #2

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #3

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

TO:

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Charge
Amount:

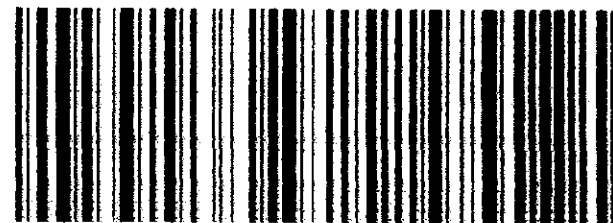
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 47

C

2. Article Number



9414 7266 9904 2002 9582 47

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0094

APP0315

PS Form 3811, January 2005

Domestic Return Receipt

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 30

Label #1 Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #2 Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #3 Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

TO:

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Charge
Amount:

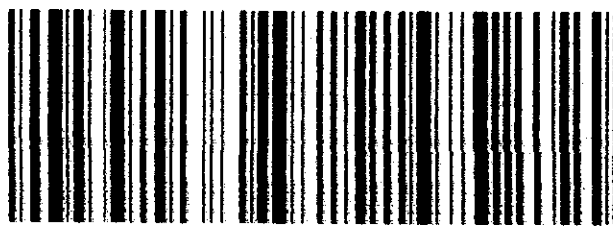
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 30

C

2. Article Number



9414 7266 9904 2002 9582 30

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0316

PS Form 3811, January 2005

Domestic Return Receipt

NTR0095

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 23

Label #1 Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #2 Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #3 Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

TO:

Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B **Label #4** Certified Article Number
9414 7266 9904 2002 9582 23
SENDERS RECORD

Label #5 Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Charge
Amount:

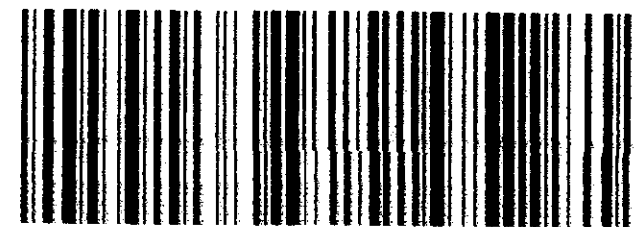
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 23

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2002 9582 23

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0096

APP0317

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER™

FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 16

Label #1

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Label #2

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Label #3

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

TO:

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Charge
Amount:

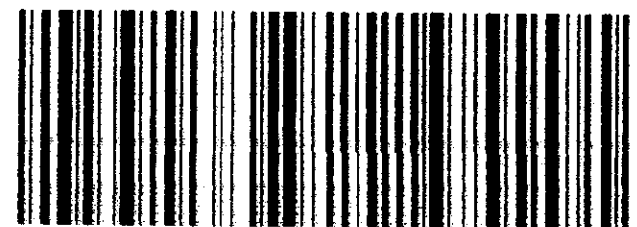
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 16

C

2. Article Number



9414 7266 9904 2002 9582 16

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0097

PS Form 3811, January 2005

APP0318

Domestic Return Receipt

WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 09

Label #1

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Label #2

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Label #3

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

TO:

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Charge
Amount:

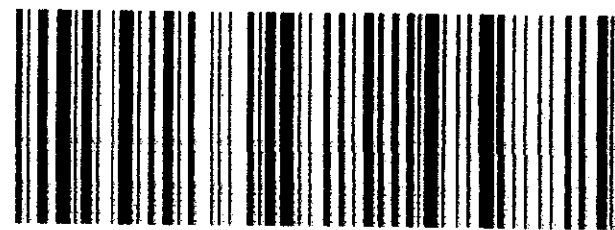
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9414 7266 9904 2002 9582 09

C

2. Article Number



9414 7266 9904 2002 9582 09

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0098

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

Inst #: 20140626-0003624
Fees: \$18.00
N/C Fee: \$0.00
06/26/2014 02:51:34 PM
Receipt #: 2070356
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE

UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

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

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/26/2011 in Book Number 20110426 as Instrument Number 0002234 reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/21/2011 in Book Number 20110621 as Instrument Number 0002390 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on **07/21/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 and land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$2,825.99** as of 6/26/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

Dated: June 26, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

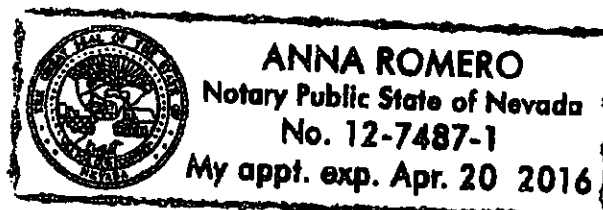
On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887





Red Rock Financial Services
Account Detail
Information as of: July 21, 2014

Opening Bid
\$3078.84

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

Date	Description	Amount	Balance	Pmt Ref #	Memo
3/8/2007	Capital Contribution - Operating	\$100.00	\$100.00		Capital Contribution - Operating
3/8/2007	Association Mgmt Payment	(\$100.00)	\$0.00		Batch Post
1/1/2008	Annual Assessment	\$156.00	\$156.00		Annual Assessment
1/7/2008	Association Mgmt Payment	(\$156.00)	\$0.00	01839	Lockbox Payment
1/1/2009	Annual Assessment	\$156.00	\$156.00		Annual Assessment
1/1/2009	Annual Assessment	\$39.00	\$195.00		Annual Assessment
3/18/2009	Association Mgmt Payment	(\$195.00)	\$0.00	02201	Lockbox Payment
1/1/2010	Annual Assessment	\$216.00	\$216.00		Annual Assessment
4/8/2010	Association Mgmt Payment	(\$216.00)	\$0.00	040810	RRFS PIF 03/10
1/1/2011	Annual Assessment	\$216.00	\$216.00		Annual Assessment
1/15/2011	Late Fees	\$25.00	\$241.00		Late Fees
4/7/2011	Mailing Costs	\$7.98	\$248.98		Bigam/Matthew M.
4/7/2011	Intent to Lien Letter	\$125.00	\$373.98		
4/7/2011	Mailing Costs	\$7.98	\$381.96		Bigam/Leah Ann
4/20/2011	Mailing Costs	\$7.98	\$389.94		Bigam/Matthew M.
4/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94		
4/20/2011	Lien Release	\$30.00	\$694.94		
4/20/2011	Lien Recording Costs	\$28.00	\$722.94		
4/20/2011	Mailing Costs	\$7.98	\$730.92		Bigam/Leah Ann
4/29/2011	Association Interest	\$0.95	\$731.87		
5/11/2011	Payoff Demand	\$150.00	\$881.87		Pacific Coast Title
5/30/2011	Association Interest	\$0.95	\$882.82		



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

6/6/2011	Intent to NOD	\$90.00	\$972.82		
6/17/2011	Notice of Default	\$375.00	\$1,347.82		
6/17/2011	Trustee Sale Guarantee	\$290.00	\$1,637.82		
6/17/2011	NOD Mailing Costs	\$79.80	\$1,717.62		
6/17/2011	NOD Release	\$30.00	\$1,747.62		
6/17/2011	NOD Recording Costs	\$14.00	\$1,761.62		
6/17/2011	NOD Release Recording Costs	\$14.00	\$1,775.62		
6/17/2011	NOD Mailing Charges Adjustment	(\$15.96)	\$1,759.66		
6/29/2011	Association Interest	\$0.95	\$1,760.61		
7/30/2011	Association Interest	\$0.95	\$1,761.56		
8/10/2011	Payoff Demand	\$150.00	\$1,911.56		Miles Legal
8/29/2011	Intent to NOS	\$90.00	\$2,001.56		
8/29/2011	Association Interest	\$0.95	\$2,002.51		
9/29/2011	Association Interest	\$0.95	\$2,003.46		
10/30/2011	Association Interest	\$0.95	\$2,004.41		
11/29/2011	Intent to Conduct Foreclosure	\$25.00	\$2,029.41		
11/30/2011	Association Interest	\$0.95	\$2,030.36		
12/22/2011	Red Rock Partial Payment	(\$300.00)	\$1,730.36	PC 138	Partial payment
12/30/2011	Association Interest	\$0.95	\$1,731.31		
1/1/2012	Annual Assessment	\$216.00	\$1,947.31		Annual Assessment
1/1/2012	Late Fees	\$25.00	\$1,972.31		Late Fees
1/1/2012	Late Fees	(\$25.00)	\$1,947.31		Late Fees
1/4/2012	Payment Plan	\$30.00	\$1,977.31		
1/15/2012	Late Fees	\$25.00	\$2,002.31		Late Fees



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

1/19/2012	Red Rock Partial Payment	(\$300.00)	\$1,702.31	CC 003827773	Partial payment
1/29/2012	Association Interest	\$0.95	\$1,703.26		
2/21/2012	Red Rock Partial Payment	(\$300.00)	\$1,403.26	CC 003828169	Partial Payment
3/1/2012	Association Interest	\$1.59	\$1,404.85		
3/27/2012	Red Rock Partial Payment	(\$300.00)	\$1,104.85	CC 003967034	Partial payment
4/1/2012	Association Interest	\$0.84	\$1,105.69		
4/30/2012	Payment Breach Letter	\$25.00	\$1,130.69		
4/30/2012	Association Interest	\$0.53	\$1,131.22		
5/30/2012	Association Interest	\$1.48	\$1,132.70		
6/30/2012	Association Interest	\$1.48	\$1,134.18		
7/30/2012	Association Interest	\$1.48	\$1,135.66		
8/21/2012	Intent to Conduct Foreclosure	\$25.00	\$1,160.66		
8/29/2012	Association Interest	\$1.48	\$1,162.14		
9/29/2012	Association Interest	\$1.48	\$1,163.62		
10/30/2012	Association Interest	\$1.48	\$1,165.10		
11/29/2012	Association Interest	\$1.48	\$1,166.58		
12/30/2012	Association Interest	\$1.48	\$1,168.06		
1/1/2013	Annual Assessment	\$216.00	\$1,384.06		Annual Assessment
1/29/2013	Association Interest	\$1.48	\$1,385.54		
1/30/2013	Payoff Demand	\$150.00	\$1,535.54		Horizon Title
3/1/2013	Association Interest	\$2.43	\$1,537.97		
4/1/2013	Association Interest	\$2.43	\$1,540.40		
4/29/2013	Association Interest	\$2.43	\$1,542.83		
5/30/2013	Association Interest	\$2.43	\$1,545.26		



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

6/30/2013	Association Interest	\$2.43	\$1,547.69	
7/30/2013	Association Interest	\$2.43	\$1,550.12	
8/30/2013	Association Interest	\$2.43	\$1,552.55	
9/30/2013	Association Interest	\$2.43	\$1,554.98	
10/30/2013	Association Interest	\$2.43	\$1,557.41	
11/29/2013	Association Interest	\$2.43	\$1,559.84	
12/30/2013	Association Interest	\$2.43	\$1,562.27	
1/1/2014	Annual Assessment	\$216.00	\$1,778.27	Annual Assessment
1/15/2014	Late Fees	\$25.00	\$1,803.27	Late Fees
1/29/2014	Association Interest	\$2.43	\$1,805.70	
3/1/2014	Association Interest	\$3.38	\$1,809.08	
4/1/2014	Association Interest	\$3.38	\$1,812.46	
4/8/2014	Intent to Conduct Foreclosure	\$25.00	\$1,837.46	
4/29/2014	Association Interest	\$2.85	\$1,840.31	
5/30/2014	Association Interest	\$2.85	\$1,843.16	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,852.12	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,861.08	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,870.04	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,879.00	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,887.96	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,896.92	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,905.88	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,914.84	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,923.80	



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

6/26/2014	NOS Mailing Costs	\$8.96	\$1,932.76
6/26/2014	NOS Mailing Costs	\$8.96	\$1,941.72
6/26/2014	NOS Mailing Costs	\$8.96	\$1,950.68
6/26/2014	NOS Mailing Costs	\$8.96	\$1,959.64
6/26/2014	NOS Mailing Costs	\$8.96	\$1,968.60
6/26/2014	NOS Mailing Costs	\$8.96	\$1,977.56
6/26/2014	NOS Mailing Costs	\$8.96	\$1,986.52
6/26/2014	NOS Mailing Costs	\$8.96	\$1,995.48
6/26/2014	NOS Mailing Costs	\$8.96	\$2,004.44
6/26/2014	NOS Mailing Costs	\$8.96	\$2,013.40
6/26/2014	NOS Mailing Costs	\$8.96	\$2,022.36
6/26/2014	NOS Mailing Costs	\$8.96	\$2,031.32
6/26/2014	Notice of Sale	\$275.00	\$2,306.32
6/26/2014	Publishing and Posting Costs	\$496.67	\$2,802.99
6/26/2014	NOS Recording Costs	\$23.00	\$2,825.99
6/30/2014	Association Interest	\$2.85	\$2,828.84
7/21/2014	Conduct Foreclosure Sale	\$125.00	\$2,953.84
7/21/2014	Prepare and Record Trustee Deed	\$125.00	\$3,078.84



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number:

84944

Property Address:

7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s):

Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

Balance Summary

Association

Charges

Annual Assessment

Assmnts: \$648.00

\$1,431.00 ✓

Association Interest

Late Fees: \$1 71.00

\$70.25

Capital Contribution - Operating

Interest: \$ 70.25

~~\$100.00~~

Late Fees

\$1789.25

\$100.00 ✓

Credits

Annual Assessment

\$783.00 ✓

Association Interest

\$0.00 ✓

Capital Contribution - Operating

~~\$100.00~~

Late Fees

\$29.00 ✓

Balance:

\$789.25 ✓

RRFS

Charges

Conduct Foreclosure Sale

\$125.00

Intent to Conduct Foreclosure

\$75.00

Intent to Lien Letter

\$125.00

Intent to NOD

\$90.00

Intent to NOS

\$90.00

Lien for Delinquent Assessment

\$275.00



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number:

84944

Property Address:

7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s):

Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

Lien Recording Costs

\$28.00 ✓

Lien Release

\$30.00

Mailing Costs

\$31.92 ✓

NOD Mailing Costs

\$79.80 ✓

NOD Release

\$30.00

NOD Release Recording Costs

\$14.00 ✓

NOS Mailing Costs

\$188.16 ✓

NOS Recording Costs

\$23.00 ✓

Notice of Default

\$375.00

Notice of Sale

\$275.00

Payment Breach Letter

\$25.00

Payment Plan

\$30.00

Payoff Demand

\$450.00

Prepare and Record Trustee Deed

\$125.00

Publishing and Posting Costs

\$496.67 ✓

Credits

Conduct Foreclosure Sale

\$0.00

Intent to Conduct Foreclosure

\$0.00

Intent to Lien Letter

\$125.00

Intent to NOD

\$36.08

Intent to NOS

\$0.00

Lien for Delinquent Assessment

\$275.00

Lien Recording Costs

\$28.00 ✓



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number:

84944

Property Address:

7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s):

Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

Lien Release	\$30.00
Mailing Costs	\$31.92✓
NOD Mailing Costs	\$15.96✓
NOD Release	\$0.00
NOD Release Recording Costs	\$0.00
NOS Mailing Costs	\$0.00
NOS Recording Costs	\$0.00
Notice of Default	\$0.00
Notice of Sale	\$0.00
Payment Breach Letter	\$0.00
Payment Plan	\$0.00
Payoff Demand	\$150.00
Prepare and Record Trustee Deed	\$0.00
Publishing and Posting Costs	\$0.00
Balance:	\$2,289.59

COSTS \$785.27
FELS \$1503.92
\$2289.59

Title

Charges

NOD Recording Costs	\$14.00
Trustee Sale Guarantee	\$290.00

Credits

NOD Recording Costs	\$14.00
Trustee Sale Guarantee	\$290.00

© RED ROCK FINANCIAL SERVICES 4775 W. Teco Avenue, Suite 140, Las Vegas, NV 89118 Phone:(702) 932-6887 Fax:(702) 341-7733
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

Balance: \$0.00

Publishing

Charges

Credits

Balance: \$0.00

Miscellaneous Charges

Charges

Credits

Balance: \$0.00

Open Credits

\$0.00

Balance: \$0.00

Total: \$3,078.84

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENNAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY *

L. BRYANT JAQUEZ *
DANIEL L. CARTER *
GINA M. CORENA
WAYNE A. RASH *
ROCK K. JUNG
VY T. PHAM *
KRISTA J. NIELSON
HADI R. SEYED-ALI *
JORY C. GARABEDIAN
THOMAS M. MORLAN

Admitted in California
BRIAN H. TRAN *
ANNA A. GHAJAR *
CORI B. JONES *
STEVEN E. STERN

Admitted in Arizona & Illinois
ANDREW H. PASTWICK

Also Admitted in Arizona and
California

CATHERINE K. MASON *
CHRISTINE A. CHUNG *
HANH T. NGUYEN *
THOMAS B. SONG *



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

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

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

July 25, 2011

Coronado Ranch Landscape Maintenance Corporation
Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, NV 89119

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7883 Tahoe Ridge Court, Las Vegas, NV 89139*
MBBW File No. 11-H1105

Dear Sirs:

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

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

The association has a lien on a unit for:

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

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

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

NSM 000163

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

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

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

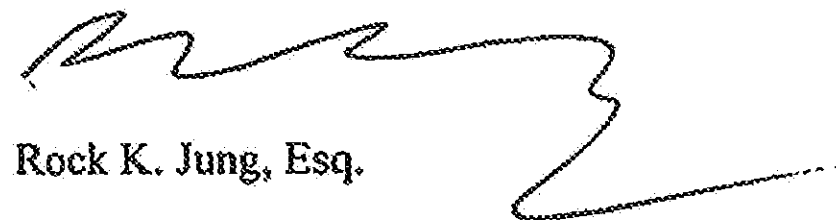
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated June 17, 2011. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BANA should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

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

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

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.



Red Rock Financial Services

Numbers of Pages

4

August 10, 2011

Miles, Bauer, Bergstrom & Winters LLP

Attn: Alexander Bhame

Via Email: abhame@mileslegal.com

Re: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

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

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

The current balance is \$1,911.56. This demand and its balance due will expire on 8/25/11. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

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

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

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

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

Red Rock Financial Services

Page 1

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

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

Printed: 8/10/11

NSM 000167

Red Rock Financial Services

Page 2

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

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

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

Printed: 8/10/11

NSM 000168

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) RMI MANAGEMENT, LLC	
Business name/disregarded entity name, if different from above RED ROCK FINANCIAL SERVICES	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 7251 AMIGO STREET, SUITE 100 City, state, and ZIP code LAS VEGAS, NV 89119	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/10/11
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM

Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*

L. BRYANT JAQUEZ *
DANIEL L. CARTER *

GINA M. CORENA
WAYNE A. RASH *

ROCK K. JUNG

VY T. PHAM *

KRISTA J. NIELSON

HADI R. SEYED-ALI *

JORY C. GARABEDIAN

THOMAS M. MORLAN

Admitted in California

BRIAN H. TRAN *

ANNA A. GHAJAR *

CORI B. JONES *

STEVEN E. STERN

Admitted in Arizona & Illinois

ANDREW H. PASTWICK

Also Admitted in Arizona and
California

CATHERINE K. MASON *

CHRISTINE A. CHUNG *

HANH T. NGUYEN *

THOMAS B. SONG *



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

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

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

August 26, 2011

RED ROCK FINANCIAL SERVICES

7251 Amigo Street, Suite 100
Las Vegas, NV 89119

Re: *Property Address:* 7883 Tahoe Ridge Court
ACCT NO.: R84944
LOAN #: [REDACTED] 5713
MBBW File No. 11-H1105

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$1,911.56. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

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

The association has a lien on a unit for:

...

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

NSM 000171

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

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

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

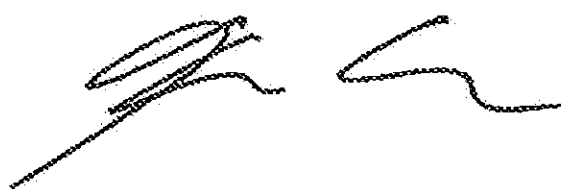
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations towards the HOA in regards to the real property located at 7883 Tahoe Ridge Court have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0471.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Krista J. Nielson, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
Payee: RED ROCK FINANCIAL SERVICES
11-H1105
Initials: SRN
Check #: 10784
Date: 8/22/2011
Amount: 162.00

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
8/22/2011	R84944	To Cure HOA Deficiency	162.00			

Miles, Bauer, Bergstrom & Winters, LLP
Trust Account
1231 E. Dyer Road, #100
Santa Ana, CA 92705
Phone: (714) 481-9100

Bank of America
1100 N. Green Valley Parkway
Henderson, NV 89074
16-66/1220
1020
11-H1105
Loan # 5713

10784

Date: 8/22/2011

Amount \$**** 162.00

Pay \$****One Hundred Sixty-Two & No/100 Dollars
to the order of

RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

Security Features. Details on back.

NSM 000173

072412

59730*

AFFIDAVIT OF ANTHONY S. NOONAN IRA LLC

COUNTY OF CLARK)

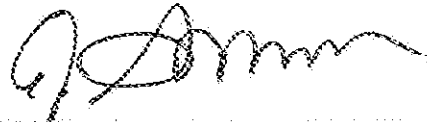
) ss.

STATE OF NEVADA)

1. My name is Anthony S. Noonan. I am a manager for Anthony S. Noonan IRA, LLC (the "ASN LLC") and have acted in that capacity since ASN LLC was chartered by the Nevada Secretary of State in 2009.
2. ASN LLC is involved in the business of purchasing, renting and selling real property in Nevada.
3. I have acquired multiple properties, including at both first deed of trust and HOA foreclosure sale auctions, on behalf of ASN LLC since 2009.
4. On July 21, 2014 the property located at 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 (the "Subject Property") was auctioned for sale by Red Rock Financial Services (RRFS) on behalf of the Coronado Ranch Landscape Maintenance Corporation (the "HOA").
5. Either the day before, or the morning of, the auction by RRFS, I performed my normal due diligence on all the properties to be auctioned on July 21, 2014, including the Subject Property.
6. As part of my due diligence I input the parcel number for the Subject Property into the Clark County Recorder's online search function to see what liens were recorded against the Subject Property.
7. I did not see a lis pendens, lien release, or other document indicating that any partial payment of the super-priority lien had been made or attempted. See attached Exhibit A for a screen shot of the Clark County Recording office's index for the subject property on July 20, 2014. Attached Exhibit B is a current screen shot of all recordings made on the Subject Property as of March 29, 2016.
8. On the day of the auction I appeared in person and made several bids on the Subject Property including the high bid in the amount of \$50,100. I immediately paid for the Subject Property with cashier's checks and subsequently recorded the foreclosure deed to the Subject Property on July 25, 2014.

- 1 9. As of the date of auction and the date of recording of the HOA deed to the Subject
2 Property I had no knowledge of any attempted partial payment of the superpriority
3 lien to the HOA in advance of the foreclosure sale.
4 10. Several months prior to the auction of the Subject Property I made a verbal
5 commitment to the other Plaintiffs in this action to acquire properties at HOA
6 foreclosure sales in a joint venture arrangement.
7 11. I did not discuss the auction of the Subject Property with them prior to the sale.
8 12. Immediately following the sale I called the other Plaintiffs and advised them of the
9 purchase of the Subject Property.
10 13. I did not become aware of any potential disputes between the HOA and the any
11 lender until Defendants made their 16.1 disclosures.


12 DATED this 29th day of March, 2016.

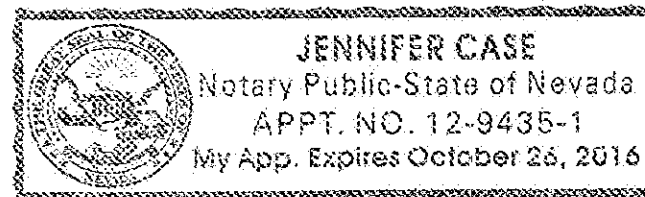
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14 ANTHONY S. NOONAN

15 Manager for Anthony S. Noonan IRA LLC

16 SUBSCRIBED and SWORN to before me
17 this 29 day of March, 2016.

18 
19 NOTARY PUBLIC in and for said
20 County and State.



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EXHIBIT A

[Search Results](#) [Print](#)

You searched under: **Parcel Number** for: **176-11-311-013** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **3/29/2016**

Records found: 22

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
PROMONTORY POINT 4 INC	BIGAM, MATTHEW M	200702200004387	DEED		2/20/2007 2:58:50 PM	176-11-311-013		566050.0000
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004388	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004389	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200706070003687	DEED OF TRUST		6/7/2007 2:36:39 PM	176-11-311-013		
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201104260002234	LIEN		4/26/2011 12:57:56 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201106210002390	DEFAULT		6/21/2011 12:54:09 PM	176-11-311-013		0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201110120000574	ASSIGNMENT		10/12/2011 8:41:07 AM	176-11-311-013		0.0000
M. BIGAM MATTHEW	REPUBLIC SERVICES	201112220002697	LIEN		12/22/2011 12:24:21 PM	176-11-311-013		0.0000
M. BIGAM MATTHEW	REPUBLIC SERVICES	201208300004074	LIEN		8/30/2012 5:57:43 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	REPUBLIC SERVICES	201303210000618	LIEN		3/21/2013 10:25:35 AM	176-11-311-013		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201308160000512	ASSIGNMENT		8/16/2013 9:36:58 AM	176-11-311-013		0.0000
BIGAM, MATTHEW	CLARK COUNTY	201309050001844	LIEN		9/5/2013 10:59:42 AM	176-11-311-013		0.0000
M. BIGAM	REPUBLIC	201403130002180	LIEN		3/13/2014	176-11-		0.0000

<u>MATTHEW</u>	SERVICES					1:16:42 PM	311-013		
<u>BIGAM, MATTHEW M</u>	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201406260003624	NOTICE	SALE	6/26/2014 2:51:34 PM	176-11-311-013		0.0000	
<u>CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION</u>	ANTHONY S NOONAN IRA LLC	201407250000291	DEED		7/25/2014 9:00:22 AM	176-11-311-013		286149.0000	
<u>NOONAN, LOU</u>	HERRING, TONYA NOONAN	201409080000989	DEED UPON DEATH		9/8/2014 10:46:16 AM	176-11-311-013	NOTARY SEAL IN MARGIN PAGE 2	0.0000	
<u>BIGAM, MATTHEW M</u>	REPUBLIC SILVER STATE DISPOSAL INC	201409100003815	LIEN		9/10/2014 3:18:25 PM	176-11-311-013		0.0000	
<u>REPUBLIC MORTGAGE LLC NEVADA LLC</u>	REAL TIME RESOLUTIONS INC	201410150002470	ASSIGNMENT		10/15/2014 4:25:00 PM	176-11-311-013		0.0000	
<u>BANK OF AMERICA NA</u>	ANTHONY S NOONAN IRA LLC	201503270003385	JUDGMENT	DEFAULT	3/27/2015 4:12:40 PM	176-11-311-013		0.0000	
<u>BIGAM, MATTHEW</u>	ANTHONY S NOONAN IRA LLC	201504230002845	LIS PENDENS		4/23/2015 3:58:52 PM	176-11-311-013		0.0000	
<u>REAL TIME RESOLUTIONS INC</u>	BIGAM, MATTHEW M	201505060000486	SUBSTITUTION/RECONVEYANCE		5/6/2015 9:01:05 AM	176-11-311-013		0.0000	
<u>NOONAN, ANTHONY S IRA</u>	REPUBLIC SILVER STATE DISPOSAL INC	201512030000092	LIEN		12/3/2015 8:27:59 AM	176-11-311-013		0.0000	

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EXHIBIT B

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You searched under: **Parcel Number** for: **176-11-311-013** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **7/20/2014**

Records found: 14

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004388	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004389	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
PROMONTORY POINT 4 INC	BIGAM, MATTHEW M	200702200004387	DEED		2/20/2007 2:58:50 PM	176-11-311-013		566050.0000
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200706070003687	DEED OF TRUST		6/7/2007 2:36:39 PM	176-11-311-013		
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201104260002234	LIEN		4/26/2011 12:57:56 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201106210002390	DEFAULT		6/21/2011 12:54:09 PM	176-11-311-013		0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201110120000574	ASSIGNMENT		10/12/2011 8:41:07 AM	176-11-311-013		0.0000
M. BIGAM MATTHEW	REPUBLIC SERVICES	201112220002697	LIEN		12/22/2011 12:24:21 PM	176-11-311-013		0.0000
M. BIGAM MATTHEW	REPUBLIC SERVICES	201208300004074	LIEN		8/30/2012 5:57:43 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	REPUBLIC SERVICES	201303210000618	LIEN		3/21/2013 10:25:35 AM	176-11-311-013		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201308160000512	ASSIGNMENT		8/16/2013 9:36:58 AM	176-11-311-013		0.0000

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<u>BIGAM,</u> <u>MATTHEW</u>	CLARK COUNTY	201309050001844	LIEN		9/5/2013 10:59:42 AM	176- 11- 311- 013	0.0000	
<u>M. BIGAM</u> <u>MATTHEW</u>	REPUBLIC SERVICES	201403130002180	LIEN		3/13/2014 1:16:42 PM	176- 11- 311- 013	0.0000	
<u>BIGFAM,</u> <u>MATTHEW M</u>	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201406260003624	NOTICE	SALE	6/26/2014 2:51:34 PM	176- 11- 311- 013	0.0000	

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WHEN RECORDED MAIL TO

Jane Stern
American West Homes Inc
2700 E Sunset Road Suite 5
Las Vegas Nevada 89120

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT AND
RESERVATION OF EASEMENTS FOR
CORONADO RANCH
LANDSCAPE MAINTENANCE CORPORATION**

{AMERICAN WEST PROMONTORY}

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AND GRANT AND RESERVATION OF EASEMENTS FOR
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT AND RESERVATION OF EASEMENTS
FOR CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION is dated for purposes of reference only as of this _____ day of August 2000 and is made by American West Homes, Inc., a Nevada corporation ("Declarant")

PREAMBLE

WHEREAS Declarant is the Owner of the real property all of which is located in Clark County, Nevada, as is more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS it is the desire and intention of Declarant to create a Landscape Maintenance Corporation, and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots in the development; and

WHEREAS Phase 1 consist of three hundred sixty one (361) Lots and pursuant to Article 14 of this Declaration the Declarant reserves the right, but is not obligated to and does not warrant, to annex into the development additional acreage which Declarant owns or may own as shown upon Exhibit "D" attached to this Declaration and

WHEREAS on August _____, 2000 Declarant recorded Protective Covenants, Conditions and Restrictions for Promontory at Coronado Ranch ("Protective Covenants") with the Clark County Recorder's office in Book No. _____ as Instrument No. _____ which instrument sets forth among other things, the use restrictions, architectural review provisions and the enforcement rights of the Declarant and the Owners; and

WHEREAS the Common Elements, the expense of which is to be shared by the Owners, include but are not limited thereto Common Lots A, B, C, D, E, F, G, H and I and Private Landscape Easements, and any Improvements thereon as shown upon the recorded Map of Pinnacle Peaks - Torrey Pines Southwest, as may be amended from time to time, and on exhibits attached to this Declaration

NOW, THEREFORE Declarant hereby records this Declaration for the limited purpose of identifying and establishing each Owner's maintenance responsibilities and Assessment obligations for the Common Elements and providing for the maintenance and repair of said Common Elements. This Declaration is not an amendment to the

1 2 Articles "Articles" shall mean the Articles of Incorporation of the Corporation, as such Articles may be amended from time to time

1 3 Assessment, Annual "Annual Assessment" shall mean a charge against a particular Owner and his Lot representing a portion of the Common Expenses which are to be levied among all Owners and their Lots in the Property in the manner and proportions provided herein

1 4 Assessment, Special "Special Assessment" shall mean a charge (a) against a particular Owner levied by the Board after Notice and Hearing which is directly attributable to or reimbursable by that Owner equal to the cost incurred by the Corporation for damages to the Common Elements (b) which the Board may from time to time levy against a particular Owner and his Lot representing a portion of the cost to the Corporation for reconstruction, maintenance or repair of any improvements on any of the Common Elements The Assessment levied pursuant to 1 3(b) shall be levied among all the Owners and their Lots in the Property in the same proportions as Annual Assessments

1 5 Beneficiary "Beneficiary" shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust as the case may be and the assignees of such Mortgagee or Beneficiary

1 6 Board "Board" shall mean the Board of Directors of the Corporation elected in accordance with the Bylaws of the Corporation and this Declaration

1 7 Budget "Budget" shall mean a written, itemized estimate of the income and Common Expenses of the Corporation in performing its functions under this Declaration

1 8 Bylaws "Bylaws" shall mean the Bylaws of the Corporation as such Bylaws may be amended from time to time

1 9 Close of Escrow "Close of Escrow" shall mean the date on which a deed or other such instrument conveying title to a Lot in the Property is Recorded

1 10 Common Elements "Common Elements" shall mean Common Lots A B C D E F G H and I and the Private Landscape Easements and any Improvements thereon as set forth on the Map and exhibits attached to this Declaration The Common Elements may be subject to easements reserved by the Declarant or required by any governmental agency

1 11 Common Expenses "Common Expenses" shall mean those expenses for which the Corporation is responsible under this Declaration including the actual and estimated costs of maintenance management operation repair and replacement of the Common Elements as defined in Section 1 9 above and any improvements thereon

and any unpaid Special Assessments the costs of all gardening and other services benefiting the Common Elements if any the costs of fire casualty and liability insurance, workers' compensation insurance, errors and omissions and Directors Officer's and agent liability insurance and other insurance covering the Common Elements and the Directors Officers and agents of the Corporation, the costs of bonding of the Directors taxes paid by the Corporation amounts paid by the Corporation for discharge of any Lien or encumbrance levied against the Common Elements, or portion thereof and the costs of any other item or items incurred by the Corporation for any reason whatsoever in connection with the Common Elements for the common benefit of the Owners

1.12 Corporation "Corporation" shall mean The Coronado Ranch Landscape Maintenance Corporation a Nevada nonprofit corporation its successors and assigns

1.13 Corporation Maintenance Funds "Corporation Maintenance Funds" shall mean the accounts created for receipts and disbursements of the Corporation pursuant to Article 5 hereof

1.14 Declarant "Declarant" shall mean American West Homes Inc a Nevada corporation, or its successors or assigns (to the extent but only to the extent provided in any written assignment of rights by Declarant and assumption of obligations by the assignee)

1.15 Declaration "Declaration" shall mean this Declaration of Covenants Conditions and Restrictions and Grant and Reservation of Easements for Coronado Ranch Landscape Maintenance Corporation as it may be amended from time to time

1.16 Deed of Trust "Deed of Trust" shall mean a Mortgage as further defined herein

1.17 Director, Directors "Director, Directors" shall mean a member of the Board elected in accordance with the Bylaws of the Corporation and this Declaration

1.18 Family "Family" shall mean one or more natural persons related to each other by blood marriage or adoption, or one or more natural persons not all so related but who maintain a common household in a Residence

1.19 FHA "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate

1.20 FHLMC "FHLMC" shall mean the Federal Home Loan Mortgage Corporation (also known as The Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation

1.21 Fiscal Year "Fiscal Year" shall mean the fiscal accounting and reporting period of the Corporation selected by the Board from time to time.

1.22 FNMA "FNMA" shall mean the Federal National Mortgage Association, a government sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

1.23 GNMA "GNMA" shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.24 Guest "Guest" shall mean any visitor of an Owner or Resident, including any employee, tenant, guest (whether or not for hire), licensee, agent or invitee of such Owner or Resident, including any transient guest, or any Family member of the Owner or Resident.

1.25 Improvements "Improvements" shall mean all structures and appurtenances thereto of every type and kind, located on the Common Elements and on the Property including but not limited to: concrete, asphalt, drainage pipes, conduit, sidewalks, walkways, walls, gates, monuments, sprinkler and irrigation pipes, landscaping, rocks and boulders, hedges, windbreaks, trees and shrubs.

1.26 Lot "Lot" shall mean each and every individual, physical portion of the Property designated for separate Ownership, and which is an intended or proposed site for one Residence and may include portions of the Property designated as Sight Visibility Restriction Easement, Public Drainage Easement, Private Landscape Easement, Public Utility Easements, Public Sewer Easement and Street Light and Traffic Sign Easement as set forth on the Map and exhibits attached to this Declaration, as well as any other easements reserved by the Declarant or required by any governmental agency.

1.27 Manager "Manager" shall mean the Person employed by the Corporation pursuant to and limited by the provisions of this Declaration, and delegated the duties, powers or functions of the Corporation as limited by the terms of this Declaration, the Bylaws and the terms of the agreement between the Corporation and said Person.

1.28 Map "Map" shall mean a Recorded Map of Pinnacle Peaks - Torrey Pines Southwest, recorded on September 14, 1998 in Book 91, Page 20 of Plats, in the Official Records of Clark County, Nevada, as may be amended from time to time. Attached hereto as Exhibit "C" for reference purposes only, is a site plan for the Lots and Common Elements within Property.

1.29 Member, Membership "Member" shall mean any Person holding a membership in the Corporation, as provided in this Declaration. "Membership" shall

mean the property voting and other rights and privileges of Members as provided herein together with the correlative duties and obligations contained in the Declaration and Protective Covenants

1.30 Mortgage "Mortgage" shall mean any Recorded Mortgage or Deed of Trust relating to one or more Lots or other portion of the Property to secure the performance of an obligation which conveyance will be reconveyed upon the completion of such performance

1.31 Mortgagee, Mortgagor "Mortgagee" shall mean a Person to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust "Mortgagor" shall mean a Person who mortgages his or its property to another (i.e. the maker of a Mortgage) and shall include the Trustor of a Deed of Trust The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee"

1.32 Notice and Hearing "Notice and Hearing" shall mean written notice and a hearing before the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel at the Owner's expense in the manner further provided in the Bylaws Rules and Regulations or this Declaration

1.33 Officer, Officers "Officer, Officers" shall mean the person elected annually by the Board at the organizational meeting of each new Board, in accordance with the Bylaws of the Corporation and this Declaration to fill one of the offices identified in the Bylaws

1.34 Owner "Owner" shall mean the Person or Persons including Declarant holding fee simple interest in all or any interest in a Lot excluding those having such interest merely as security for the performance of an obligation The term "Owner" shall include a seller under an executory contract of sale but shall exclude Mortgagees

1.35 Party Wall "Party Wall" shall mean any portion of wall which is constructed and placed approximately on the common boundary of two (2) or more Lots

1.36 Perimeter Wall "Perimeter Wall" shall mean any portion of wall which is constructed by Declarant and intended to be the exterior boundary walls of the Property or to separate the Private Landscape Easements or Common Elements from Lots

1.37 Person "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property

1.38 Phase 1 "Phase 1" shall mean all of the Property described in Exhibit "A" attached to this Declaration

1.39 Phase of Development "Phase of Development" shall mean (a) Phase 1 or any portion of the real property covered by a Notice of Addition recorded pursuant to Article 14 hereof, unless otherwise defined in such Notice of Addition.

1.40 Private Landscape Easements "Private Landscape Easement" shall mean that portion of the property designated as Private Landscape Easements as shown on exhibits attached to this Declaration.

1.41 Property "Property" shall mean all of the real property more particularly described in Exhibit A attached to this Declaration.

1.42 Protective Covenants "Protective Covenants" shall mean the Protective Covenants, Conditions and Restrictions for Promontory at Coronado Ranch, as may be amended from time to time. The Protective Covenants set forth the use restrictions, architectural review provisions and the enforcement rights of the Owners and Declarant. **The Corporation shall not have the power to enforce the provisions contained in the Protective Covenants.**

1.43 Public Drainage Easements "Public Drainage Easement" shall mean that portion of the property designated as Public Drainage Easements as shown on exhibits attached to this Declaration.

1.44 Public Sewer Easement "Sewer Easement" shall mean all portions of the Property designated as Public Sewer Easement as set forth on the Map and on exhibits attached to this Declaration.

1.45 Public Utility Easement "Public Utility Easement" shall mean that portion of the Property designated as Public Utility Easement as set forth on the Map.

1.46 Record, File, Recordation "Record," "File," or "Recordation" shall mean, with respect to any document, the recordation or filing of such document in the Office of the Clark County Recorder.

1.47 Residence "Residence" shall mean the structure or physical portion of the Lot used for living quarters and held as a separate freehold estate, as separately shown, numbered and designated on the Map, and intended for use by a single Family. There may only be one Residence per Lot. In interpreting deeds, and this Declaration and accompanying Maps, the existing physical boundaries of the Residence constructed or reconstructed in substantial accordance with the applicable Map and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Map or Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown on the Map or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed.

1.48 Resident "Resident" shall mean any Person who is physically residing in a Residence on a lot for so long as said Person is so residing including but not limited to an Owner or a tenant

1.49 Rules and Regulations Rules and Regulations shall mean the Rules and Regulations that may be adopted by the Board pursuant to this Declaration or the Bylaws as such Rules and Regulations may be amended from time to time

1.50 Sight Visibility Restriction Easement "Sight Visibility Restriction Easement" shall mean all portions of the Property designated as Sight Visibility Restriction Easements as set forth on the Map

1.51 Street Light and Traffic Sign Easement "Street Light and Traffic Sign Easement" shall mean all portions of the Property designated as 4 Street Light and Traffic Sign Easement as set forth on the Map

1.52 VA VA shall mean the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to VA's function of issuing guarantees of notes secured by Mortgages on residential real estate

ARTICLE 2 The Corporation

2.1 Organization of Corporation The Corporation is incorporated under the name of Coronado Ranch Landscape Maintenance Corporation, as a nonprofit corporation organized under the provisions of Sections 82.006 through 82.690 of the Nevada Revised Statutes

2.2 Duties and Powers The duties and powers of the Corporation are limited to the following

(a) the Corporation acting through the Board, shall have the right and responsibility to enter into contracts for the design, installation or construction of capital improvements on the Common Elements

(b) the Corporation acting through the Board may at any time, and from time to time (1) design, install, construct, reconstruct, repair, replace, maintain, or refinish any improvements or portions thereof, upon the Common Elements in accordance with the original design, finish or standard or any accepted modification thereof for construction of such improvements (2) replace destroyed or damaged trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Elements, (3) inspect, maintain, repair, replace the hardscape areas due to naturally occurring alkaline residue. The plant material installed by the Corporation within the Common Elements has

been sized for a maximum three (3) to five (5) year growth pattern. At such time as the plant material becomes too large or otherwise incompatible with the Common Elements, the Corporation is responsible for cutting back, pruning or removing or replacing said plant material; and

(c) the Corporation, acting through the Board, shall additionally have the power, but not the duty, to enter into contracts with Owners or other persons to provide services or to maintain and repair Improvements within the Property and elsewhere which the Corporation is not otherwise required to provide or maintain pursuant to this Declaration, provided, however, that any such contract shall provide for the payment to the Corporation for the costs of providing such services or maintenance; and

(d) the Corporation, acting through the Board, shall have all other powers necessary to fulfill its obligations under this Declaration; and

(e) the Corporation shall have all other powers as set forth in this Declaration and the Bylaws. **Notwithstanding, anything in this Declaration to the contrary, the Corporation shall not have the power to enforce the provisions contained in the Protective Covenants.**

2.3 Membership. Every Owner upon becoming the Owner of a Lot, shall automatically become a Member of the Corporation and shall remain a Member thereof until such time as his ownership ceases, at which time his Membership in the Corporation shall automatically cease. Ownership of a Lot shall be the sole qualification for Membership in the Corporation. Membership in the Corporation shall not be assignable except to the Person to which title to the Lot has been transferred and every Membership in the Corporation shall be appurtenant to and may not be separated from the fee ownership of such Lot. The rights, duties, privileges and obligations of all Members of the Corporation shall be as provided in this Declaration as well as the Protective Covenants, Articles and Bylaws of the Corporation.

2.4 Transfer. The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot, and then only to the purchaser or Mortgagee of such Lot. A prohibited transfer is void and will not be reflected upon the books and records of the Corporation. A Member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to the contract purchaser his Membership rights in the Corporation. The delegation shall be in writing and shall be delivered to the Board before the contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to his Lot until fee title to the Lot sold is transferred at the Close of Escrow. If the Owner of any Lot fails or refuses to transfer his Membership to the purchaser of the Lot after Close of Escrow, then the Board shall have the right to record the transfer upon the books of the Corporation. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser shall not be entitled to vote at meetings of the Corporation.

The Corporation may levy a reasonable transfer fee against a new Owner and part of which fee shall be charged to the new owner through the escrow to reimburse the Corporation for the administrative cost of transferring the Membership to the new Owner on the records of the Corporation.

2.5 Transfer of Common Elements Declarant shall convey to the Corporation the Common Elements as described in Section 1.9. The Corporation is responsible for all maintenance, repair and replacement of the Common Elements upon conveyance.

2.6 Board of Directors The affairs of the Corporation shall be managed by and (unless otherwise provided herein) undertaken through actions of the Board, which may by resolution delegate any portion of its authority permitted by law to an executive committee created by the Bylaws of the Corporation. The number and qualifications of Directors and their terms of office shall be as provided in the Articles and Bylaws of the Corporation.

2.7 Voting Rights Members shall have the following voting rights in the Corporation:

The Corporation shall have one (1) class of voting Membership. Each Owner shall be a Member. The vote for such Lot shall be exercised in accordance with this Section 2.7, but in no event shall more than one (1) vote be cast for any Lot.

When more than one (1) Person holds such interest or interests in any Lot ("co-Owners"), all such co-Owners shall be Members and may attend any meeting of the Corporation, but only one (1) such co-Owner shall be entitled to exercise the single vote to which the Lot is entitled. If only one (1) of several Owners of a Lot is present at a meeting of the Corporation, then that Owner is entitled to cast all the votes allocated to that Lot. Co-Owners owning the majority interests in a Lot may from time to time designate in writing one (1) of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-Owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the co-Owners owning the majority interests in the Lot mutually agree. There is a majority agreement if any of the Owners cast the votes allocated to that Lot without protest made promptly to the person presiding over the meeting by the other Owners of the Lot. Unless the Board receives a written objection in advance from an absent co-Owner, it shall be conclusively presumed that the corresponding voting co-Owner is acting with the consent of his co-Owners. No vote shall be cast for any Lot if the co-Owners present in person or by proxy owning the majority interests in such Lot cannot agree to said vote or other action. The nonvoting co-Owner or co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Corporation in

accordance with the voting percentages established herein or in the Bylaws of the Corporation, shall be deemed to be binding on all Owners, their successors and assigns.

2.7.1 Declarant's Control, Termination of Declarant's Control. There shall be a period of Declarant control of the Corporation during which a Declarant or persons designated by the Declarant may appoint and remove the Officers and Directors. The period of Declarant control shall terminate no later than

- (a) Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created to Owners other than the Declarant, or
- (b) Five (5) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business, or
- (c) Seven (7) years after the first Lot is conveyed to an Owner other than the Declarant.

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

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that shall be created to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the Directors shall be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the Directors must be elected by Owners other than the Declarant.

Not later than ninety (90) days after the termination of any period of Declarant control, the Owners shall elect Directors to fill the vacancies, if any, created by the termination of Declarant's control. Thereafter, the Owners shall elect, at each annual meeting, Directors to fill any vacancies caused by the expiration of the Director's term. At least a majority of the Directors shall be Owners other than Declarant. The Board shall elect the Officers of the Corporation. The Board members and Officers shall take office upon election. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a Director with or without cause other than a member appointed by the Declarant.

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The termination of Declarant's control under this section shall not affect the Declarant's rights as an Owner to exercise the vote allocated to Lots which Declarant owns.

2.7.2 Proxies. Every Member entitled to vote or execute statements of consent shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such Person or his duly authorized agent provided, however, that no such proxy shall be valid if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term. A Member's proxy shall automatically terminate upon conveyance by that Member of his fee title interest in all Lots owned by the Member.

2.7.3 Actions. If a quorum is present, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by law, by the Articles, Bylaws or Declaration of the Corporation.

2.8 Repair and Maintenance by the Corporation

2.8.1 Maintenance Standards. Subject to Article 10 pertaining to destruction of Improvements and Article 11 pertaining to eminent domain, the Corporation shall maintain, repair and replace the Common Elements, and any Improvements thereon, or shall contract for such maintenance, repair and replacement to assure maintenance of the Common Elements and Improvements thereon, in a clean, sanitary and attractive condition reasonably consistent with prudent property management practices and the Budget. The Board shall determine, in its sole discretion, the level and frequency of maintenance of the Common Elements.

2.8.2 Common Elements. The Corporation's obligation to maintain the Common Elements, excluding Party Walls, Perimeter Walls and Lots as defined herein, shall commence upon completion of the Common Elements. The Declarant shall reimburse the Corporation for any expenses the Corporation incurs and pays to maintain the Common Elements until December 31, 2000, or a later date as determined by Declarant at his sole discretion.

2.8.3 Charges to Owners. All such costs of maintenance, repairs and replacements for the Common Elements shall be paid for as Common Expenses out of the Corporation Maintenance Funds as provided in this Declaration. The cost of any maintenance, repair or replacement by the Corporation which is not the responsibility of the Corporation or which arises out of, or is caused by, the act of an Owner, Resident, or such Owner's or Resident's Family or Guest shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner.

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Notwithstanding the foregoing, an Owner is responsible for any costs incurred by the Corporation for damages to the Common Elements resulting from an Owner building within or placing any type of Improvements on the Common Elements or any other Property for which the Corporation has the obligation to maintain under this Declaration.

2.9 Repair and Maintenance by Owners. Each Owner or Resident shall cause to be maintained, repaired, replaced and restored, at his sole expense, all portions of his Lot including the Party Walls and Perimeter Walls located thereon, except for any portion of the Lot designated as Common Elements. Owners should strongly consider sealing and performing on-going maintenance of all untreated brick, concrete, concrete block and stucco surfaces located on their Lot. Each Owner is responsible to maintain, repair, replace or restore, and is liable for any and all expense related to the utility connections and fixtures within and upon the Lot, including but not limited to the sewer clean out, the water meter and valves, the power meter, the gas meter, the telephone line, and any other utility connections and fixtures appurtenant to said Lot.

The Owners of a Party Wall shall be responsible for installing, maintaining, repairing and replacing said Party Wall. The costs of such maintenance, repair and/or replacement shall be shared equally by the respective Owners, provided however that all costs of any maintenance, repair or replacement necessitated by the negligent or willful action of an Owner, his Family, Guest or tenant shall be borne by that Owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by an Owner shall entitle that Owner to a right of contribution from the other Owner of the Party Wall. The right of contribution shall be appurtenant to the Lot and shall pass to the successor(s) in interest of the Owner entitled to contribution. The cost of any maintenance, repair or replacement by the Corporation which is not the responsibility of the Corporation or which arises out of, or is caused by the act of an Owner, Resident or such Owner's or Resident's Family or Guest shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner or Resident.

Perimeter Walls shall be maintained, repaired, replaced and restored by the Owner of the Lot. The Corporation reserves the right, but not the obligation, to inspect, maintain, repair, replace the Perimeter Walls. The cost of any maintenance, repair or replacement by the Corporation which is not the responsibility of the Corporation or which arises out of, or is caused by the act of an Owner, Resident or such Owner's or Resident's Family or Guest shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner or Resident.

All such costs of maintenance, repairs and replacements for which the Corporation is responsible for or incurs shall be paid for as Common Expense out of the Corporation Maintenance Funds as provided in this Declaration.

2.10 Use of Agent. The Board, on behalf of the Corporation, may contract with a Manager for the performance of maintenance and repair and for conducting other activities on behalf of the Corporation, as may be determined by the Board. If the Corporation employs a property management agent, then the property manager must hold a permit to engage in property management pursuant to NRS 645 or hold a certificate issued by the Nevada Real Estate Division as required by NRS 116.31139. The maximum term of any such contract ("Management Contract") shall be one (1) year, unless a longer term is approved either by vote or written assent of a majority of the voting power of the Corporation or by VA or FHA, in which case the maximum term of the Management Contract shall be three (3) years. The maximum term of any contract providing for Declarant's services to the Corporation or the Property shall also be three (3) years. Each such contract for Declarant's services and each Management Contract shall provide for its termination by either party thereto with cause upon no more than thirty (30) days' written notice to the other party and without cause and without payment of a termination fee upon no more than ninety (90) days' written notice to the other party.

ARTICLE 3 **Owners' Property Rights**

3.1 Legal Description of Lot. The components of each Lot shall be substantially as follows:

PARCEL NO. 1: Fee title to the applicable Lot as shown on the Map covering such Lot. The Lots are as set forth in Exhibit "A" attached hereto.

PARCEL NO. 2: Nonexclusive easements for access, ingress, egress, use, enjoyment, and other purposes, with respect to the Common Elements, including but not limited to Common Lots A, B, C, D, E, F, G, H and I, all as described in this Declaration and as shown on the Map and as set forth on exhibits attached to this Declaration.

3.2 Corporation Easement. The Corporation shall have an easement over the Common Elements for performing its duties and exercising its powers described in this Declaration. The Corporation's obligations to maintain the Common Elements shall commence upon completion of the Common Elements. The Declarant shall reimburse the Corporation for any expenses the Corporation incurs and pays to maintain the Common Elements until July 1, 2001.

3.3 Partition. There shall be no judicial partition of the Common Elements, or any part thereof, nor shall Declarant, any Owner, or any other Person acquiring any interest in any Lot in the Property seek any such judicial partition.

3.4 Members' Easements in Common Elements. Subject to the provisions of this Declaration, every Member of the Corporation shall have, for himself, his Family,

his Guest and his tenant a nonexclusive easement of access ingress egress use and enjoyment of in and to the Common Elements and such easements shall be appurtenant to and shall pass with title to every Lot in the Property

3.5 Waiver of Use No Owner may exempt himself from personal liability for Assessments as defined in Section 6.1 of this Declaration duly levied by the Corporation or effect the release of his Lot from the liens and charges thereof by waiving use and enjoyment of the Common Elements or by abandoning his Lot

3.6 Damage by Member To the extent permitted by Nevada law each Member shall be liable to the Corporation for any damage to the Common Elements not fully reimbursed to the Corporation by insurance if the damage is sustained because of the negligence willful misconduct or unauthorized or improper use of any Common Elements or Improvements thereon by the Member or Resident or the Member's or Resident's Family or Guest or any other Persons deriving their right and easement of use and enjoyment of the Common Elements from the Member or his or their respective Family and Guests both minor and adult However the Corporation acting through the Board reserves the right to determine whether any claim shall be made upon the insurance maintained by the Corporation and the Corporation further reserves the right after Notice and Hearing as provided in the Bylaws to levy a Special Assessment against such Members equal to the increase if any in insurance premiums directly attributable to the damage caused by the Member or the Person for whom the Member may be liable as described above In the case of joint ownership of a Lot the liability of the Owners shall be joint and several except to the extent that the Corporation shall have previously contracted in writing with the joint Owners to the contrary After Notice and Hearing as provided in the Bylaws the cost of correcting the damage to the extent not reimbursed to the Corporation by insurance shall be a Special Assessment against such Member's Lot and may be enforced as provided herein

3.7 Public Drainage Easement No Owner may obstruct construct install or place any Improvements within or upon a Public Drainage Easements as shown upon the Map and as shown upon exhibits attached to this Declaration

3.8 Sight Visibility Restriction Easement No walls fences trees shrubs utility appurtenances or any other object or Improvement other than traffic control devices and street light poles may be constructed or installed within the Sight Visibility Restriction Easements unless said object or Improvements is maintained at less than 30 inches in height

3.9 Street Light and Traffic Sign Easement No Owner may obstruct construct install or place any permanent Improvement within or upon the four (4) foot wide Street Light and Traffic Sign Easements abutting public streets without the written approval of Clark County Nevada

3.16 Private Landscape Easement No Owner may obstruct construction or place any permanent improvement within or upon the Private Landscape Easements as shown upon exhibits attached to this Declaration.

ARTICLE 4 Architectural Review Committee

The provisions governing architectural review for any improvement or construction on a Lot are set forth in the Protective Covenants. The term of those serving on the Architectural Review Committee at the pleasure of the Declarant shall automatically expire after Declarant conveys all Lots owned by Declarant in the Property. After Declarant conveys all Lots owned by Declarant in the Property, the Members may create and empower an architectural review committee by amending this Declaration as set forth in Article 13 of this Declaration.

ARTICLE 5 Corporation Maintenance Funds and Assessments

5.1 Personal Obligation of Assessments Declarant, on behalf of itself and all future Owners, hereby covenants and agrees to pay, and each Owner by accepting title to a Lot or any interest therein, whether or not it shall be expressed in the deed or other instrument conveying title, shall be deemed to covenant and agree to pay to the Corporation Annual Assessments and other amounts as required or provided for in this Declaration. Amounts payable for Annual Assessments and Special Assessments (as generally defined in Sections 5.5 and 5.7, respectively) are generally referred to herein as "Assessments." Other amounts payable by an Owner to the Corporation, (or payable with respect to an Owner's Lot) including charges, fines, interest, attorneys fees and other costs or expenses incurred by the Corporation in collecting unpaid amounts shall be added to the Annual or Special Assessments charged to his Lot and shall be enforceable and collectible as Annual or Special Assessments.

Subject to the provisions hereof, the Board shall have the power and authority to determine all matters in connection with Annual or Special Assessments, including without limitation, power and authority to determine where, when and how Assessments shall be paid to the Corporation, and each Owner shall comply with all such determinations.

5.2 Maintenance Funds of Corporation The Board shall establish no fewer than two (2) separate Corporation Maintenance Funds, into which shall be deposited all funds paid to the Corporation, and from which disbursements shall be made, as provided herein, in the performance of functions by the Corporation under this Declaration. The Corporation Maintenance Funds may be established as trust accounts at a banking or savings institution and shall include: (1) an Operating Account for current Common Expenses of the Corporation; (2) an adequate Reserve Account for

capital improvements, replacements and repairs of the Common Elements (which cannot normally be expected to occur on an annual or more frequent basis) and for payment of deductible amounts for policies of insurance which the Corporation obtains as provided in Section 9.1 hereof and (3) any other funds which the Board may establish to the extent necessary under the provisions of this Declaration. Nothing contained herein shall limit, preclude or impair the establishment of additional Corporation Maintenance Funds so long as the amounts assessed to, deposited into and disbursed from any Corporation Maintenance Funds are earmarked for specified purposes authorized by this Declaration.

5.3 Purpose of Assessments. The Assessments levied by the Corporation shall be used exclusively for the operation, replacement, improvement and maintenance of the Common Elements and to discharge any other obligations of the Corporation under this Declaration. All amounts deposited into the Corporation Maintenance Funds must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration. Disbursements from the Operating Account shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners other than those purposes for which disbursements from the Reserve Account are to be used. Disbursements from the Reserve Account shall be made by the Board only for the purposes specified in this Article 5. Nothing in this Declaration shall be construed in such a way as to permit the use of Assessments or funds to abate any annoyance or nuisance emanating from outside the boundaries of the Property. Annual Assessments shall be used to satisfy Common Expenses of the Corporation as provided herein and in the Bylaws.

5.4 Fiscal Year and Determination of Budget. The Fiscal Year of the Corporation shall be the calendar year. Prior to the commencement of each Fiscal Year, the Board shall determine the Budget for the Corporation for such Fiscal Year in the following manner:

5.4.1 Operating Budget. The Board shall prepare or cause to be prepared and approve an operating budget for the Fiscal Year showing, in reasonable detail, the financial plan for the day-to-day operation of the Corporation plus the contribution of funds required by the Operating Budget.

5.4.2 Reserve Fund. The Board shall also determine the amount to be set aside, if any, in a reserve fund allocated for any maintenance and replacement of Improvements not required to be performed annually.

Upon determination of the Budget for a Fiscal Year, the Board shall, within 30 days: (a) furnish a copy of the Budget to each Owner (which Budget shall separately identify amounts attributable to the operating budget and the reserve fund), (b) furnish a written statement of the amount of the Annual Assessment to be assessed against the Owner's Lot for the applicable Fiscal Year, and (c) furnish a Written Consent of

Ratification of the Budget The proposed Budget will be ratified unless a majority of all Lot Owners reject in writing the proposed Budget within 30 days of mailing of the Budget. If the proposed Budget is rejected, the periodic Budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent Budget proposed by the Board.

5.5 Annual Assessments Annual Assessments shall commence on July 1, 2001, or at a subsequent date as determined by the Board. The amount to be raised by Annual Assessments during a Fiscal Year shall be equal to (i) the Budget for such period, plus (ii) the Reserve Account to be set aside for said period, less the amount attributable to the Budget collected but not disbursed in the immediately preceding Fiscal Year or partial Fiscal Year, provided, however, that in lieu of such subtraction the Board may elect to refund said surplus to the Owners or to place the surplus in the Reserve Account.

If the Board fails to determine or causes to be determined the total amount to be raised by Annual Assessments in any Fiscal Year and/or fails to notify the Owners of the amount of such Annual Assessments for any Fiscal Year, then the amounts of Annual Assessments shall be deemed to be the amounts assessed in the previous Fiscal Year.

Except as emergencies may require, the Corporation shall make no commitments or expenditures in excess of the funds reasonably expected to be available to the Corporation.

5.6 First Annual Assessment And Maximum Annual Increases

5.6.1 First Annual Assessment The initial Annual Assessment for the Fiscal Year in which Assessments first commence shall be calculated as determined from the Budget. The Board shall estimate and prepare a Budget for the costs and expenses to be incurred by the Corporation, as is more fully set forth in Section 5.4 of this Declaration. All costs and expenses incurred (i) in fulfilling the financial obligations of the Corporation prior to the commencement of Annual Assessments or (ii) ordinarily and necessarily by the Corporation in excess of Assessment installments to be paid during that first Fiscal Year shall be the responsibility of Declarant, until such time as Declarant no longer owns any Lot in the Property and Declarant hereby covenants to bear and to pay or otherwise satisfy such financial obligations.

5.6.2 Maximum Annual Increase The Annual Assessments for the Corporation may be increased as provided herein. However, the Annual Assessment for a particular Fiscal Year shall not, without approval of the Members, be increased by an amount which is more than 125% of the last installment of Annual Assessments levied in the last quarter (or other installment period) of the immediately preceding Fiscal Year, annualized over an entire year, without approval of the Members. An Annual Assessment may be increased above such maximum if, but only if, such

increase is approved at a meeting of Members by the vote of Members holding two-thirds (2/3) of the votes cast at said meeting in each class of voting rights then in existence with the quorum at such meeting to be as set forth in the Bylaws

5.7 Special Assessments In addition to Annual Assessments, the Corporation may levy Special Assessments payable over the period of an Corporation Fiscal Year (i) for the purpose of defraying in whole or in part, the costs of any acquisition, construction, reconstruction, maintenance, repair or replacement provided for or required pursuant to Article 2 of this Declaration, (ii) for the purpose of defraying any other expense incurred or to be incurred by the Corporation as provided in this Declaration, or (iii) to cover any deficiency in the event that for whatever reasons, the amount received by the Corporation from Annual Assessments is less than the amount determined to be necessary and assessed by the Board. Special Assessments for these purposes may not be levied unless approved by Members holding a majority of the voting power of the Corporation.

5.8 Time for Payments The amount of any Assessment charge or other amount payable by an Owner with respect to such Owner's Lot shall become due and payable as specified herein and if said payment is not received, then said Owner shall also be responsible for any late charges, interest, or attorneys fees related thereto. Unless paid when due, any such amount shall bear interest as set forth in Section 5.9 below. Annual Assessments shall be paid and collected on a semi-annual basis unless the Board agrees otherwise. Special Assessments shall be paid and collected as determined by the Board.

5.9 Delinquency Any installment of an Assessment provided for in this Declaration shall be delinquent if not paid within fifteen (15) days of the due date as established by the Board. Upon such delinquency, the full amount of the Assessment (i.e. not simply the delinquent installment) may become due and payable upon notice to the Owner from the Board. The Board shall be authorized to adopt a system pursuant to which the full amount of any Annual Assessments or Special Assessments not paid within thirty (30) days after the due date, plus all reasonable charges, or other costs of collection (including attorneys' fees) and late charges as provided herein, shall bear interest commencing thirty (30) days from the due date until paid at the rate of eighteen percent (18%) per annum, but in no event more than the maximum rate permitted by law. The Board may also require the delinquent Owner to pay a late charge. The Corporation need not accept any tender of a partial payment of an installment of an Assessment and all costs and attorneys fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Corporation's right to demand and receive full payments thereafter.

5.10 Creation and Release of Lien All sums assessed in accordance with the provisions of this Declaration shall constitute a Lien on the respective Lot from the time such sums become due prior and superior to all other Liens and encumbrances thereon except (a) Liens and encumbrances Recorded before Recordation of this Declaration.

- (b) a first Mortgage on the Lot Recorded before the date on which the Assessment sought to be enforced became delinquent except the Corporation Lien shall have priority for six (6) months immediately preceding institution of an action to enforce the Lien, including but not limited to late charges, interest foreclosure collection expenses and attorneys fees and (c) Liens for real estate taxes and other governmental assessments or charges against the Lot. The Corporation may enforce the Lien after (aa) Recordation by the Board or its authorized agent of a Notice of Assessment ("Lien") which states (i) the amount of the Assessment and other authorized charges and interest including the cost of preparing and Recording the Lien (ii) a sufficient description of the Lot against which the same has been assessed, and (iii) the name of the Owner thereof (bb) the Corporation or other Person enforcing the Lien has executed and caused to be Recorded a Notice of Default and Election to Sell ("Notice of Default") the Lot to satisfy the Lien which contains the same information as the Lien plus a description of the deficiency in payment and the name and address of the person authorized to enforce the Lien by sale and (cc) the Owner or his successor in interest has failed to pay the amount of the Lien (including costs fees and expenses incident to its enforcement) for sixty (60) days following Recordation of the Notice of Default. The period of sixty (60) days begins on the first day following the later of (a) the day on which the Notice of Default is recorded or (b) the day on which a copy of the Notice of Default is mailed by certified or registered mail return receipt requested to the Owner or his successor in interest at his address if known otherwise to the address of the Lot. The Notice of Default shall be signed by any authorized Officer or agent of the Corporation. The Corporation or other Person conducting the sale shall also, after the expiration of said sixty (60) day period and before selling the Lot give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property by execution except that a copy of the notice of sale must be mailed on or before the date of first publication or posting by certified or registered mail return receipt requested to the Lot Owner or his successor in-interest at his address if known otherwise to the address of the Lot.

The Lien shall relate only to the individual Lot against which the Assessment was levied and not to the Property as a whole. Upon payment to the Corporation of the full amount claimed in the Lien or other satisfaction thereof, the Board shall cause to be Recorded a Notice of Satisfaction and Release of Lien ("Release of Lien") stating the satisfaction and release of the amount claimed. The Board may demand and receive from the applicable Owner a reasonable charge to be determined by the Board for the preparation and Recordation of the Release of Lien before Recording it. Any purchaser or encumbrance who has acted in good faith and extended value may rely upon the Release of Lien as conclusive evidence of the full satisfaction of the sums stated in the Lien. A Lien for unpaid Assessments is extinguished unless proceedings to enforce the Lien are instituted within three (3) years after the full amount of the Assessment becomes due.

5.11 Enforcement of Liens. It shall be the duty of the Board to enforce the collection of any amounts due under this Declaration by one (1) or more of the

alternative means of relief afforded by this Declaration or in any other manner permitted by law. The Lien on a Lot may be enforced by sale of the Lot by the Corporation, the Corporation's attorneys, any title insurance company authorized to do business in Nevada, or other persons authorized to conduct the sale as a trustee, or in any other manner permitted by law, after failure of the Owner to pay any Annual or Special Assessment or installments thereof, as well as any charges, late charges, interest or attorneys' fees as provided herein. The sale shall be conducted in accordance with the provisions of Nevada law. The Corporation, through its agents, shall have the power to enter a credit bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Corporation or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Residence, and the defaulting Owner shall be required to pay the reasonable rental value for such Residence during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid Assessments, charges, penalties, fines, late charges, interest or attorneys' fees, shall be maintainable without foreclosing or waiving any Lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

5.12 Capital Contributions to the Corporation. Upon acquisition of record title to a Lot from Declarant, each Owner of a Lot shall contribute to the capital of the Corporation an amount equal to One Hundred Dollars (\$100.00). This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Corporation or to Declarant if Declarant has previously advanced such funds to the Corporation. If disbursed to the Corporation, the Corporation shall deposit Fifty Dollars (\$50.00) into the Operating Account and Fifty Dollars (\$50.00) into the Reserve Account.

ARTICLE 6

Property Easements and Rights of Entry

6.1 Easements

(a) Maintenance and Repair. Declarant reserves for the benefit of the Board and all agents, Officers and employees of the Corporation, nonexclusive easements over the Common Elements as necessary to maintain and repair the Common Elements, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Elements shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

(b) Utility Easements. Declarant expressly reserves, grants and conveys to all utility companies, as well as their successors and assigns, easements over, on and above the Property as is more fully set forth on the Map. Declarant expressly reserves

for the benefit of the Corporation the right of Declarant and the Corporation to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary for the proper development and disposal of the Property. Such right of Declarant shall expire upon Close of Escrow for the sale of all Lots in the Property by Declarant.

(c) Encroachments Declarant, the Corporation and Owners of contiguous Residences shall have a reciprocal easement appurtenant to each of the Lots over the Lots and the Common Elements for the purpose of (1) accommodating any existing encroachment of any wall of any Improvement and (2) maintaining the same and accommodating authorized construction reconstruction repair shifting movement or natural settling of the Improvements or any other portion of the Property housing their respective Residences. Declarant expressly reserves for the benefit of the Common Elements and for the benefit of the Owners and the Corporation reciprocal nonexclusive easements for drainage of water over across and upon the Common Elements. The foregoing easements shall not unreasonably interfere with each Owner's use and enjoyment of adjoining Residences. No portion of the Common Elements including any amenities contemplated as a part of the Property are proposed to be leased by Declarant to the Owners or to the Corporation.

(d) Completion of Improvements Declarant expressly reserves for its benefit the right and easement to enter the Property to complete any Improvement which Declarant deems desirable to implement Declarant's development plan.

6.2 Rights of Entry The Corporation shall have a limited right of entry in and upon the Lots for the purpose of inspecting repairing replacing and maintaining the Common Elements and taking whatever corrective action may be deemed necessary or proper by the Board consistent with the provisions of this Declaration. Nothing herein shall be construed to impose any obligation upon the Corporation to maintain or repair any property or improvements required to be maintained or repaired by the Owners or Residents. Nothing in this Article 6 shall in any manner limit the right of the Owner to exclusive occupancy and control over his Lot. Any damage caused to a Lot by such entry by the Corporation or by any person authorized by the Corporation shall be repaired by the Corporation as a Common Expense of the Corporation.

ARTICLE 7

Declarant's Rights and Reservations

Nothing in this Declaration shall limit, and no Owner or the Corporation shall do anything to interfere with the right of Declarant to complete Improvements to and on any portion of the Property owned solely or partially by Declarant. Declarant further reserves the right but not the obligation to enter upon the Common Elements on the Map for the purpose of reconstruction replacement repair and maintenance of any Improvements to into and upon the Common Elements. Any material alteration of Declarant's construction plans shall require the prior approval of all Owners if such

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alteration is inconsistent with the general plan of development for the Property. The rights of Declarant hereunder shall include but shall not be limited to the right to install and maintain such structures displays signs billboards flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Lots or other real property owned by Declarant by sale resale lease or otherwise.

Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may cause dust debris and temporarily or permanently impair the view of such Owner and may constitute an inconvenience damage or nuisance to the Owners and said Owner hereby consents to such impairment inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot in the Property by a purchaser from Declarant to establish on that Lot additional licenses easements reservations and rights of way to itself to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any Lots owned or leased by Declarant in the Property as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain Board approval of any improvement constructed or placed on any portion of the Property by Declarant. The rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Property by a written assignment. Notwithstanding any other provision of this Declaration the prior written approval of Declarant as developer of the Property will be required before any amendment to this Article shall be effective. Each Owner, with the exception of the Secretary Department of Veterans Affairs an officer of the United States of America hereby grants upon acceptance of his deed to his Lot, an irrevocable special power of attorney to Declarant to execute and Record all documents and maps necessary to allow Declarant to exercise its rights under this Article. Declarant and its prospective purchasers of Lots shall be entitled to the nonexclusive use of the Common Elements without further cost for access ingress egress use or enjoyment in order to show the Property to its prospective purchasers to dispose of the Property as provided herein and to develop and sell the Property. Declarant its successors and tenants shall also be entitled to the nonexclusive use of any portions of the Property including the Common Elements for the purpose of ingress egress and pedestrian traffic to and from the Property. The use of the Common Elements by Declarant shall not unreasonably interfere with the use thereof by the other Members. The Corporation shall provide Declarant with all notices and other documents to which a Beneficiary is entitled pursuant to this Declaration provided that Declarant shall be provided such notices and other documents without making written request therefor. The rights and reservations of Declarant set forth in this Article 7 shall terminate on the tenth (10th) anniversary of the last Close of Escrow for the sale of a Lot in the Property.

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ARTICLE 8
Residence and Use Restrictions

All of the property shall be held, used and enjoyed subject to the limitations and restrictions set forth in the Protective Covenants. However, as set forth in Section 2.2 of this Declaration, *the Corporation shall not have the power to enforce the provisions contained in the Protective Covenants*.

ARTICLE 9
Insurance

9.1 Duty to Obtain Insurance types

(a) Public Liability The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments) with such limits as may be considered acceptable to FNMA, insuring against liability for bodily injury, death and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(b) Fire and Casualty Insurance The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Elements.

(c) Fidelity Bonds Fidelity bond coverage which names the Corporation as an obligee must be obtained by or on behalf of the Corporation for any person or entity handling funds of the Corporation, including, but not limited to, Officers, Directors, trustees, employees and agents of the Corporation and employees of the Manager of the Corporation, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Corporation or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one fourth (1/4) of the Annual Assessments on all Lots in the Property, plus reserve funds.

(d) Insurance Required by FNMA, GNMA and FHLMC The Corporation shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bond coverage meeting the insurance and fidelity bond requirements established by FNMA, GNMA and FHLMC, so long as any of which is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA and FHLMC, as applicable.

(e) Other Insurance The Board shall purchase such other insurance as the Board may deem necessary, including but not limited to, errors and omissions.

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Directors' Officers and agents liability insurance medical payments malicious mischief liquor liability and vandalism insurance fidelity bonds and workers compensation and such other risks as shall customarily be covered with respect to projects similar in construction location and use

(f) Beneficiaries Such insurance shall be maintained for the benefit of the Corporation, the Owners and the Mortgagees as their interests may appear as named insured subject however to loss payment requirements as set forth herein

9.2 Waiver of Claim Against Corporation As to all policies of insurance maintained by or for the benefit of the Corporation and the Owners the Corporation and the Owners hereby waive and release all claims against one another the Board and Declarant to the extent of the insurance proceeds available whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons

9.3 Right and Duty of Owners to Insure It is the responsibility of each Owner or Resident to provide insurance on his Residence and personal property Nothing herein shall preclude any Owner or Resident from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to person or property occurring inside his Residence or elsewhere upon the Lot Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Corporation If any loss intended to be covered by insurance carried by or on behalf of the Corporation shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner such Owner shall assign the proceeds of such insurance carried by him to the Corporation to the extent of such reduction for application by the Board to the same purposes as the reduced proceeds are to be applied

9.4 Notice of Expiration Requirements If available each of the policies of insurance maintained by the Corporation shall contain a provision that said policy shall not be canceled terminated materially modified or allowed to expire by its term without ten (10) days prior written notice to the Board and Declarant and to each Owner and Beneficiary insurer and guarantor of a first Mortgage who has filed a written request with the carrier for such notice and every other Person in interest who requests such notice of the insurer In addition fidelity bonds shall provide that they may not be canceled or substantially modified without ten (10) days prior written notice to any insurance trustee named pursuant to Section 9.6 and to each FNMA service who has filed a written request with the carrier for such notice

9.5 Insurance Premiums Insurance premiums for any blanket insurance coverage obtained by the Corporation and any other insurance deemed necessary by the Board shall be a Common Expense to be included in the Annual Assessments levied by the Corporation and collected from the Owners

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9.6 Trustee for Policies The Corporation acting through its Board is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Corporation. All insurance proceeds under any such policies as provided for in Section 9.1 of this Article shall be paid to the Board as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Corporation for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 10 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers with participation to the extent they desire of first Mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in Section 10.4 of this Declaration. Any two (2) Officers of the Corporation may sign a loss claim form and release form in connection with the settlement of a loss claim and such signatures shall be binding on all the named insureds. A representative chosen by the Board may be named as an insured including a trustee with whom the Corporation may enter into an insurance trust agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions necessary to accomplish this purpose.

9.7 Actions as Trustee Except as otherwise specifically provided in this Declaration, the Board acting on behalf of the Corporation and all Owners shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Corporation, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance in a manner satisfactory to Beneficiaries of seventy-five percent (75%) of the first Mortgages held by first Mortgagees who have filed requests under Section 9.4. Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Corporation and of all renewals thereof together with proof of payment of premiums, shall be delivered by the Corporation to all Owners and Mortgagees who have requested the same in writing.

9.8 Annual Insurance Preview The Board shall review the insurance carried by or on behalf of the Corporation at least annually for the purpose of determining the amount of the casualty and fire insurance referred to in Section 9.1 above. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements on the Property except for foundations and footings without deduction for depreciation from a qualified independent insurance appraiser prior to each such annual review.

9.9 Required Waiver All policies of physical damage and liability insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

(a) subrogation of claims against the Owners and tenants of the Owners

(b) any defense based upon coinsurance

(c) any right of setoff, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Corporation

(d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Corporation, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured

(e) any right of the insurer to repair, rebuild or replace, and if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured

(f) notice of the assignment of any Owner of his interest in the insurance by virtue of a conveyance of any Lot; and

(g) any right to require any assignment of any Mortgage to the insurer. Each such policy shall also provide that each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or Membership in the Corporation.

ARTICLE 10 Destruction of Improvements

10.1 Restoration of the Property. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Elements, the repair or replacement of which is the responsibility of the Corporation, it shall be the duty of the Corporation to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Common Elements shall be used for such purpose, unless (a) the Corporation is terminated, in which case Section 13.2(c) of this Declaration shall apply; (b) repair or restoration would be illegal under any state or local statute or ordinance governing health or safety; or (c) eighty percent (80%) of the Owners' vote not to rebuild. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Elements shall be reconstructed or rebuilt substantially in accordance with the applicable Map and the original construction plans if they are available, unless changes have been approved in writing by sixty-seven percent (67%) of the Owners and by the Beneficiaries of fifty-one percent (51%) of first Mortgages upon the Lots. A Special Assessment shall be levied by the Board to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. If the entire Property is not repaired or replaced, then the proceeds

attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Property

10.2 Partition No Owner shall have the right to partition his interest in the Lot and there shall be no judicial partition of the Property, or any part thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in any Lot. Except as provided above, each Owner and the successors of each Owner, whether by deed, gift, devise, or by operation of law, for their own benefit and for the Lot, and for the benefit of all other Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Property and do further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

10.3 Residence Damage Restoration and repair of any damage to any individual Residence shall be made by and at the individual expense of the Owner of the Residence so damaged. In the event of a determination to rebuild the Property after partial or total destruction, as provided in this Article 10, such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board as provided herein.

10.4 Notice to Owners and Listed Mortgagees The Board, immediately upon having knowledge of any damage or destruction affecting a material portion of the Common Elements, shall promptly notify all Owners and Beneficiaries, insurers and guarantors of first Mortgages on Lots in the Property who have filed a written request for such notice with the Board. The Board, immediately upon having knowledge of any damage or destruction affecting a Lot, shall promptly notify any Beneficiary, insurer or guarantor of any Mortgage encumbering such Lot who has filed a written request for such notice with the Board.

ARTICLE 11 Eminent Domain

The term "taking" as used in this Article shall mean condemnation by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain. The Board shall represent the Members, with the exception of the Secretary, Department of Veterans Affairs, or an officer of the United States of America, in any proceedings, negotiations, settlements, or agreements regarding taking. All taking proceeds for Common Elements which have been conveyed or granted to the Corporation shall be payable to the Corporation for the benefit of the Members and their Mortgagees. All taking proceeds for Lots and/or Common Elements which are owned by Declarant shall be paid to Declarant. Said proceeds shall be distributed to Members, Declarant and Mortgagees as provided in this Article 12.

11.1 Condemnation of Common Elements If there is a taking of all or any portion of the Common Elements, or any interest therein, other than the taking of an

undivided interest therein taken as a result of the taking of a Lot then the award in condemnation shall be paid to the Corporation and shall be deposited in the Operating Account. No Member shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation.

11.2 **Notice to Owners and Mortgagees.** The Board upon learning of any taking affecting a material portion of the Common Elements or any threat thereof shall promptly notify all Owners and those Beneficiaries, insurers and guarantors of Mortgages on request for such notice with the Corporation. The Board upon learning of any taking affecting a Lot or any threat thereof shall promptly notify any Beneficiary insurer or guarantor of a Mortgage encumbering such Lot who has filed a written request for such notice with the Corporation.

ARTICLE 12 Rights of Mortgagees

Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of the Beneficiary under any Deed of Trust upon one (1) or more Lots made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Lot(s) shall remain subject to this Declaration as amended. For purpose of this Declaration, "first Mortgage" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Lot and "first Mortgagee" shall mean the Beneficiary of a first Mortgage. For purposes of any provision of this Declaration which requires the vote or approval of a specified percentage of first Mortgagees, such vote or approval shall be determined based upon one (1) vote for each Lot encumbered by each such first Mortgage. In order to induce VA, FHA, FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots within the Property, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration, these added provisions shall control):

(a) Each Beneficiary, insurer and guarantor of a first Mortgage encumbering one (1) or more Lots, upon filing a written request for notification with the Board, is entitled to written notification from the Corporation of: (1) any condemnation or casualty loss which affects either a material portion of the Property or the Lot(s) securing the respective first Mortgage; and (2) any delinquency of sixty (60) days or more in the performance of any obligation under this Declaration, including without limitation the payment of Assessments or charges owed by the Owner(s) of the Lot(s) securing the respective first Mortgage, which notice each Owner hereby consents to and authorizes; and (3) a lapse, cancellation or material modification of any policy of insurance or fidelity bond maintained by the Corporation; and (4) any proposed action of the Corporation which requires consent by a specified percentage of first Mortgagees.

(b) Each Owner, including each first Mortgagee of a Mortgage encumbering any Lot who obtains title to such Lot pursuant to the remedies provided in such

Mortgage, or by foreclosure of the Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal created or purported to be created by this Declaration.

(c) Subject to Section 5.10 of this Declaration, each Mortgagee of a first Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage shall take title to such Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such Mortgagee acquired title to such Lot.

(d) Unless at least sixty-seven percent (67%) of the first Mortgagees and sixty-seven percent (67%) of the Owners (other than Declarant) have given their prior written approval, neither the Corporation nor the Owners shall

(1) by act or omission seek to abandon or terminate the Property or

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner or

(3) partition or subdivide any Lot or Residence or

(4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) or

(5) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design, the exterior appearance or the maintenance of the Residences or the Common Elements or

(6) fail to maintain or cause to be maintained fire and extended coverage insurance on insurable Common Elements as provided in Article 9 of this Declaration or

(7) use hazard insurance proceeds for losses to any Corporation Property (i.e. Improvements to the Common Elements) for other than the repair, replacement or reconstruction of such Corporation Property, subject to the provisions of Article 10 of this Declaration, or

(8) change the pro rata interest or obligations of any Lot in order to levy Assessments or charges, allocate distributions of hazard insurance proceeds or condemnation awards or determine the pro rata share of Ownership of each Lot in the Common Elements.

(e) All Beneficiaries insurers and guarantors of first Mortgages upon written request to the Corporation shall have the right to

(1) examine current copies of the Corporation's books records and financial statements during normal business hours and

(2) require the Corporation to submit a copy of the annual audited financial statement to the entity requesting the statement provided one has been prepared and

(3) receive written notice of all meetings of Owners and

(4) designate in writing a representative who shall be authorized to attend all meetings of Owners

(f) All Beneficiaries insurers and guarantors of first Mortgages upon written request shall be given thirty (30) days' written notice prior to the effective date of (1) any proposed material amendment to the Declaration or Maps (2) any termination of an agreement for professional management of the Property following any decision of the Owners to assume management of the Property, and (3) any proposed termination of the Property as a landscape maintenance corporation

(g) The Reserve Account described in Article 5 of this Declaration must be funded by regular scheduled monthly quarterly semiannual or annual payments rather than by large Special Assessments

(h) The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person handling funds of the Corporation including but not limited to employees of the professional Manager

(i) The Board may enter into such contracts or agreements on behalf of the Corporation as are required in order to satisfy the guidelines of VA, FHA, FHLMC FNMA or GNMA or any similar entity so as to allow for the purchase, guaranty or insurance as the case may be by such entities of first Mortgages encumbering Lots Each Owner hereby agrees that it will benefit the Corporation and the membership of the Corporation as a class of potential Mortgage borrowers and potential sellers of their residential Lots if such agencies approve the Property as a qualifying subdivision under their respective policies Rules and Regulations, as adopted from time to time Each Owner hereby authorizes his Mortgagees to furnish information to the Board concerning the status of any Mortgage encumbering a Lot

(j) When professional management has been previously required by a Beneficiary insurer or guarantor of a first Mortgage, any decision to establish self-management by the Corporation shall require the approval of sixty-seven percent (67%)

of the voting power of the Corporation and the Beneficiaries of fifty-one percent (51%) of the first Mortgages of Lots in the Property

ARTICLE 13 Duration and Amendment

13.1 Duration: This Declaration shall continue in full force for a term of fifty (50) years from the date of Recordation hereof, after which the term shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination satisfying the requirements of an amendment to this Declaration as set forth in Section 13.2 is Recorded. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the concomitant Membership in the Corporation, as long as this Declaration shall continue in full force and effect. The provisions of this Article are subject to the provisions of Articles 10 and 11 of this Declaration.

13.2 Termination and Amendment

(a) Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Corporation at which a proposed amendment is to be considered. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members representing not less than sixty-seven percent (67%) of the voting power of the Corporation, provided that the specified percentage of the voting power of the Corporation necessary to amend a specified section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that section or provision. In the event VA or FHA is a first Mortgagee or insurer of a first Mortgagee, a draft of the proposed amendment shall be submitted to VA and FHA for approval prior to its approval by the Membership of the Corporation. The Member approval described above shall not be required for amendments that may be executed by the Corporation under NRS 116.1107.

(b) In addition to the required notice and consent of VA, FHA, Members and Declarant provided above, the Beneficiaries of fifty-one percent (51%) of the first Mortgages on all the Lots in the Property who have requested the Corporation to notify them of proposed action requiring the consent of a specified percentage of first Mortgagees must approve any amendment to this Declaration which is of a material nature, as follows:

(1) Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Beneficiaries, insurers or guarantors of first Mortgages as provided in Articles 5, 9, 10, 11, 12 and 13 hereof.

(2) Any amendment which would necessitate a Mortgagee after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid Assessments) accruing after such foreclosure

(3) Any amendment which would or could result in a Mortgage being canceled by forfeiture or in a Lot not being separately assessed for tax purposes

(4) Any amendment relating to the insurance provisions as set out in Article 9 hereof or to the application of insurance proceeds as set out in Article 11 hereof or to the disposition of any money received in any taking under condemnation proceedings

(5) Any amendment which would or could result in partition or subdivision of a Lot or Residence in any manner inconsistent with the provisions of this Declaration

(6) Any amendment which would subject any Owner to a right of first refusal or other such restriction if such Lot is proposed to be sold transferred or otherwise conveyed

(7) Any amendment concerning

(A) Voting rights

(B) Rights to use the Common Elements,

(C) Reserves and responsibility for maintenance repair and replacement of the Common Elements

(D) Boundaries of any Lot

(E) Owner interests in the Common Elements

(F) Leasing of Residences

(G) Establishment of self-management by the Corporation where professional management has been required by any Beneficiary insurer or guarantor of a first Mortgage

(H) Assessments Assessment Liens or the subordination of such lien

(c) Termination of this Declaration shall require approval by Members representing at least sixty-seven percent (67%) of the Corporation's voting power. No such termination shall be effective unless it is also approved in advance either by fifty-

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one percent (51%) of the Beneficiaries of the first Mortgages on all of the Lots in the Property if said termination is proposed by reason of the substantial destruction or condemnation of the Property; or by sixty-seven percent (67%) of such Beneficiaries if said termination is for reasons other than such substantial destruction or condemnation)

(d) Each Beneficiary of a first Mortgage on a Lot in the Property which receives proper written notice of a proposed amendment or termination of this Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the Beneficiary fails to submit a response to the notice within thirty (30) days after the Beneficiary receives the notice

(e) A copy of each amendment shall be certified by at least two (2) Officers of the Corporation and the amendment shall be effective when a Certificate of Amendment is Recorded. The Certificate signed and sworn to by two (2) Officers of the Corporation that the requisite number of Owners and Mortgagees have either voted for or consented in writing to any amendment adopted as provided above when Recorded shall be conclusive evidence of that fact. The Corporation shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. The certificate reflecting any termination or amendment which requires the written consent of any of the Beneficiaries of first Mortgages shall include a certification that the requisite approval of such first Mortgagees has been obtained

(f) Notwithstanding any other provisions of this Section 13.2, at any time prior to the first Close of Escrow for the sale of a Lot Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant

(g) Notwithstanding any other provisions of this Section 13.2 for so long as Declarant owns any portion of the Property Declarant may unilaterally amend this Declaration by Recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of the City County VA FHA FNMA GNMA or FHLMC then in effect

13.3 Protection of Declarant Until the tenth (10th) anniversary of the first Close of Escrow for the sale of a Lot in the Property the prior written approval of Declarant as developer of the Property will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or lease Lots therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of this Declaration until such time as Declarant no longer owns any Lots in the Property the following actions before being undertaken by the Corporation shall first be approved in writing by Declarant

(a) Any amendment or action requiring the approval of first Mortgagees pursuant to this Declaration including without limitation all amendments and actions specified in Sections 13.2 or

(b) Any significant reduction of Corporation maintenance or other services

ARTICLE 14 Annexable Territory

Annexable Territory may be annexed to the Property and such Annexable Territory may become subject to this Declaration by any of the methods set forth hereinafter. However, the total number of Lots within the Corporation shall not exceed the amount allowed by the then current zoning of the Annexable Territory to be annexed. Notwithstanding anything in this Declaration to the contrary, the total maximum number of Lots that may be annexed to the property shall not exceed One Thousand (1000) Lots.

14.1 Other Additions Annexable Territory may be annexed to the Property and brought within the general plan and scheme of this Declaration upon the approval by vote of written consent of two-thirds (2/3) of the Board Of Directors of the Corporation. Notwithstanding the foregoing, any Annexable Territory annexed to the Property after the tenth (10th) anniversary of the Recordation of this Declaration shall not effect a change in the percentage interests of Owners in the Common Elements which existed prior to the date of annexation.

14.2 Rights and Obligations of Added Territory Subject to the provisions of Section 14.3, upon the Recording of a Notice of Addition containing the provisions as set forth in Section 14.3, all provisions contained in this Declaration shall apply to the real property described in such Notice of Addition (the "Added Territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the Added Territory shall be the same as with respect to the Property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the Added Territory, as well as within the Property, originally subject to this Declaration, shall be the same as if the Added Territory was originally covered by this Declaration. Subject to the Corporation's obligation to maintain the Common Elements and as more fully set forth in Section 5.5 of this Declaration, Annual Assessments for Lots in the Phase of Developments described in the Notice of Added Territory shall commence on (a) July 1, 2001, or (b) be prorated from the Close of Escrow to the last day of the current Assessment period as determined by the Corporation in accordance with Section 5.1. Voting rights attributable to the Lots in the Added Territory shall not vest until Annual Assessments have commenced as to such Lots.

14.3 Notice of Addition. The additions authorized under Sections 14.1 shall be made by Recording a Notice of Addition or other similar instrument (which notice or instrument may contain the Supplemental Declaration, if any, affecting each such Phase of Development) with respect to the Added Territory, which shall extend the general plan and scheme of this Declaration to such Added Territory. Any such Notice of Addition shall constitute an amendment to this Declaration. The Notice of Addition for any addition under Section 14.1 shall be signed by at least two (2) Officers of the Corporation to certify that the requisite approval of the Board Of Directors under Section 1.41 was obtained.

The Recording of said Notice of Addition shall constitute and effectuate the annexation of the Added Territory described therein, and thereupon said Added Territory shall become and constitute a part of the Property, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the function, powers and jurisdiction of the Corporation, and the Owners of Lots in said Added Territory shall automatically become Members of the Corporation. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Added Territory, or as Declarant may deem appropriate in the development of the Added Territory, and as are not inconsistent with the general plan and scheme of this Declaration.

14.4 Deannexation and Amendment. Declarant may amend a Notice of Addition or delete all or a portion of a Phase of Development from coverage of this Declaration and the jurisdiction of the Corporation, so long as Declarant is the Owner of all of such Phase of Development, and provided that: (1) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded; (2) Declarant has not exercised any Corporation vote with respect to any portion of such Phase of Development; (3) Assessments have not yet commenced with respect to any portion of such Phase of Development; (4) Close of Escrow has not occurred for the sale of any Lot in such Phase of Development; (5) the Corporation has not made any expenditures or incurred any obligations with respect to any portion of such Phase of Development; and (6) a draft of the Notice of Deletion of Territory has been submitted to VA and VA has determined that the deannexation is acceptable and in accordance with the revised general plan and has so advised Declarant.

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ARTICLE 15 General Provisions

15.1 Enforcement of Restrictions

(a) **Legal Proceedings** Failure to comply with any of the terms of this Declaration by an Owner, Resident, or his or their Guests shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any Lien, or any combination thereof.

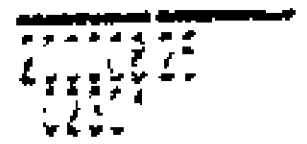
(b) **No Waiver** Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof.

(c) **Attorney** Any judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court cost.

15.2 **Severability** The provisions hereof shall be deemed independent and several, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

15.3 **Interpretation** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a residential landscape maintenance corporation and for the maintenance of Common Elements, and any violation of this Declaration shall be deemed to be a nuisance. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall each include the other, unless the context dictates otherwise.

15.4 **Mergers or Consolidations** Upon a merger or consolidation of the Corporation with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Corporation as a surviving association pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one (1) plan. The merger or consolidation must be evidenced by an agreement prepared, executed, recorded and certified by the



president of the Corporation following approval by the percentage of Owners needed to terminate the Corporation as set forth in Section 13.2 of the Declaration.

15.5. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public or for any public use.

15.6. No representations or Warranties. No representations or warranties of any kind, express or implied, other than the standard warranty required by VA and FHA, have been given or made by Declarant or its agents or employees in connection with the Property or any portion thereof or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a landscape maintenance corporation, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with any governmental authority.

15.7. Nonliability and Indemnification

(a) General Limitation. Except as specifically provided in the Declaration or as required by law, no right, power, or responsibility conferred on the Board by this Declaration, the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board or any Director or any other Officer, employee or agent of the Corporation. Such Persons are subject to the insulation from liability provided for Directors of corporations by the laws of the State of Nevada. Directors and Officers are not personally liable to the victims of crimes occurring on the Property. Notwithstanding anything in this Declaration to the contrary, the Corporation shall provide written notice to the Owner of each Lot of a meeting at which the commencement of a civil action is to be considered at least 21 calendar days before the meeting. The Corporation may commence a civil action only upon a vote or agreement of the Owners of Lots to which at least a majority of the votes of the Members of the Corporation are allocated. This does not apply to the commencement of a civil action to (i) enforce the payment of an Assessment, (ii) enforce the Declaration, Bylaws, Articles or the rules of the Corporation, (iii) proceed with a counterclaim, and (iv) protect the health, safety and welfare of the Members of the Corporation.

(b) Indemnification. When liability is sought to be imposed on a Officer or Director for actions undertaken in such Person's role as an Officer or Director, the Corporation shall indemnify him for his losses or claims and undertake all costs of defense, unless and until it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof, the Corporation is no longer liable for the cost of defense and may recover costs already expended from the Officer or Director who so acted. Punitive damages may not be recovered against the Corporation, but may be recovered from Persons whose activity gave rise to the damages. This Section 15.7(b) shall be construed to authorize payments and indemnification to the fullest extent now

2025/09/25
08:55

or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees or devisees of any person entitled to such indemnification.

(c) Limited Liability. Neither Declarant nor any agent, representative or employee of Declarant shall be liable to any Owner, Resident, Corporation, the Board nor any Officer or Director, Guest, tenant or any other person for (a) any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith; (b) for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plans, specifications or materials relating to any Property within the Corporation, including but not limited to surface water drainage plans whether or not defective; (c) the construction or performance of any work within the Property whether or not pursuant to approved plans, specifications and materials; the development or manner of development of any Property within the Corporation; (d) the performance of any other function pursuant to the provisions of this Declaration as may be amended from time to time or Protective Covenants as may be amended from time to time of record or hereafter placed of record against or with respect to any Property within the Corporation; (e) or any other act or omission of Declarant, or any agent, representative or employee of Declarant. Declarant, on behalf of all future Owners hereby waives, and each Owner by accepting title to a Lot or any interest therein whether or not it shall be expressed in the deed or other instrument conveying title shall be deemed to waive any right of recovery for any such action or failure if the action taken or failure to act was in good faith.

(d) Common Element Responsibility and Liability. In connection with this Declaration, it shall be the responsibility of the Declarant to convey the Common Elements to the Corporation. The liability of the Declarant with regard to the Common Elements shall terminate upon the Recordation of the Grant, Bargain and Sale Deed to the Corporation. It shall be the responsibility of the Corporation to design and install the Improvements within the Common Elements and to maintain and insure said Improvements. The liability of the Corporation to the Owners and the Declarant with regard to the design, installation, maintenance and insurance of the Common Elements shall continue until the termination of the Corporation in accordance with Section 13.2(c) of this Declaration.

(e) Arbitration. In the event the Corporation, Owner, Resident, Guest, or other person has a dispute (defined below) with the Declarant, an Owner, Resident, Guest or other person arising out of or relating to this Declaration and the obligations of Declarant hereunder, an Owner, Resident, Guest or other person, the dispute shall be submitted to Binding arbitration in accordance with Nevada Law for resolution. A "dispute" shall include any action, dispute, claim or controversy of any kind, whether founded in contract, tort, statutory or common law, equity, or otherwise, now existing or hereafter occurring pertaining to or in connection with this Declaration. Binding arbitration shall be used rather than litigation in court and, once decided on by an

arbitrator the claims involved cannot be brought filed or pursued in court. The decision of the Arbitrator shall be final and binding upon all parties.

(f) Approval by Owner in legal claims. Except to enforce this Declaration with respect to violations of an Owner, Resident or Member, and as otherwise herein provided, no Owner may be represented or included as a plaintiff nor in any other offensive posture in any legal or equitable action or proceeding, whether civil, administrative or otherwise, including without limitation, as a member of a plaintiff's class in a class action lawsuit, nor may any Owner's Residence or Lot be encumbered or burdened in any manner by virtue of any such representation or inclusion, without the prior written consent of the Owner.

15.8 Notices. Except as otherwise provided in this Declaration, notice to be given to an Owner shall be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one (1) or more co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-Owners or to the partnership, as the case may be. Personal delivery of such notice to any Officer or agent for the service of process on a Corporation shall be deemed delivery to the Corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Corporation or, if no such address shall have been furnished, to the street address of such Owner's Residence. Such notice shall be deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board in which case the notice provisions of the Bylaws shall control. Any notice to be given to the Corporation may be delivered personally to any Director, or sent by United States mail, postage prepaid addressed to the Corporation at such address as shall be fixed from time to time and circulated to all Owners.

15.9 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws of the Corporation, the terms and provisions of this Declaration shall prevail. If there are any conflicts or inconsistencies between this Declaration and the Protective Covenants, the terms and provisions of the Protective Covenants shall prevail.

15.10 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such Person acquired an interest in the Property, or any portion thereof. If the event of irreconcilable conflicts between this Declaration or the Bylaws and the provisions of Senate Bill 451, the provisions of Senate Bill 451 shall prevail, to the minimum extent necessary to remove such irreconcilable conflict.

20000825
07301

This Declaration is dated for identification purposes August 21st, 2000


Declarant
American West Homes Inc
A Nevada corporation

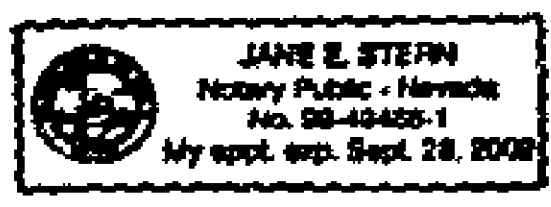
By 
Lawrence D. Canarelli
President

STATE OF NEVADA ;
COUNTY OF CLARK ;

On this 21st day of August 2000 personally appeared before me, the undersigned Notary Public in and for said county and state personally appeared Lawrence D. Canarelli personally known (or proved) to me to be the person who executed the written instrument as the President of American West Homes Inc on behalf of the corporation herein named and acknowledged to me that the corporation executed it

WITNESS my hand and official seal


Notary Public in and for said State



20000325
02301

EXHIBIT "A"

LEGAL DESCRIPTION

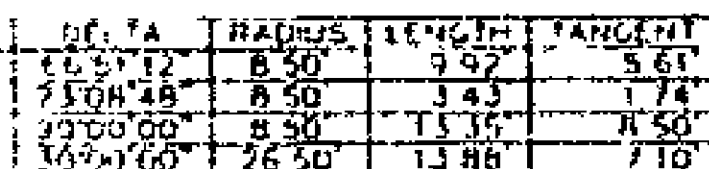
That certain real property located in County of Clark State of Nevada described as follows

Being a portion of the Southwest Quarter (SW ¼) of Section 11 Township 22 South Range 60 East Mount Diablo Meridian Clark County Nevada being more particularly described as follows

All of that real property as shown upon the map of Pinnacle Peaks - Totrey Pines Southwest filed on September 14 1999 in Book 91 Page 20 of Plats in Official Records of Clark County Nevada

—

10' WITH FLUSH DRAINAGE CASSEMENT



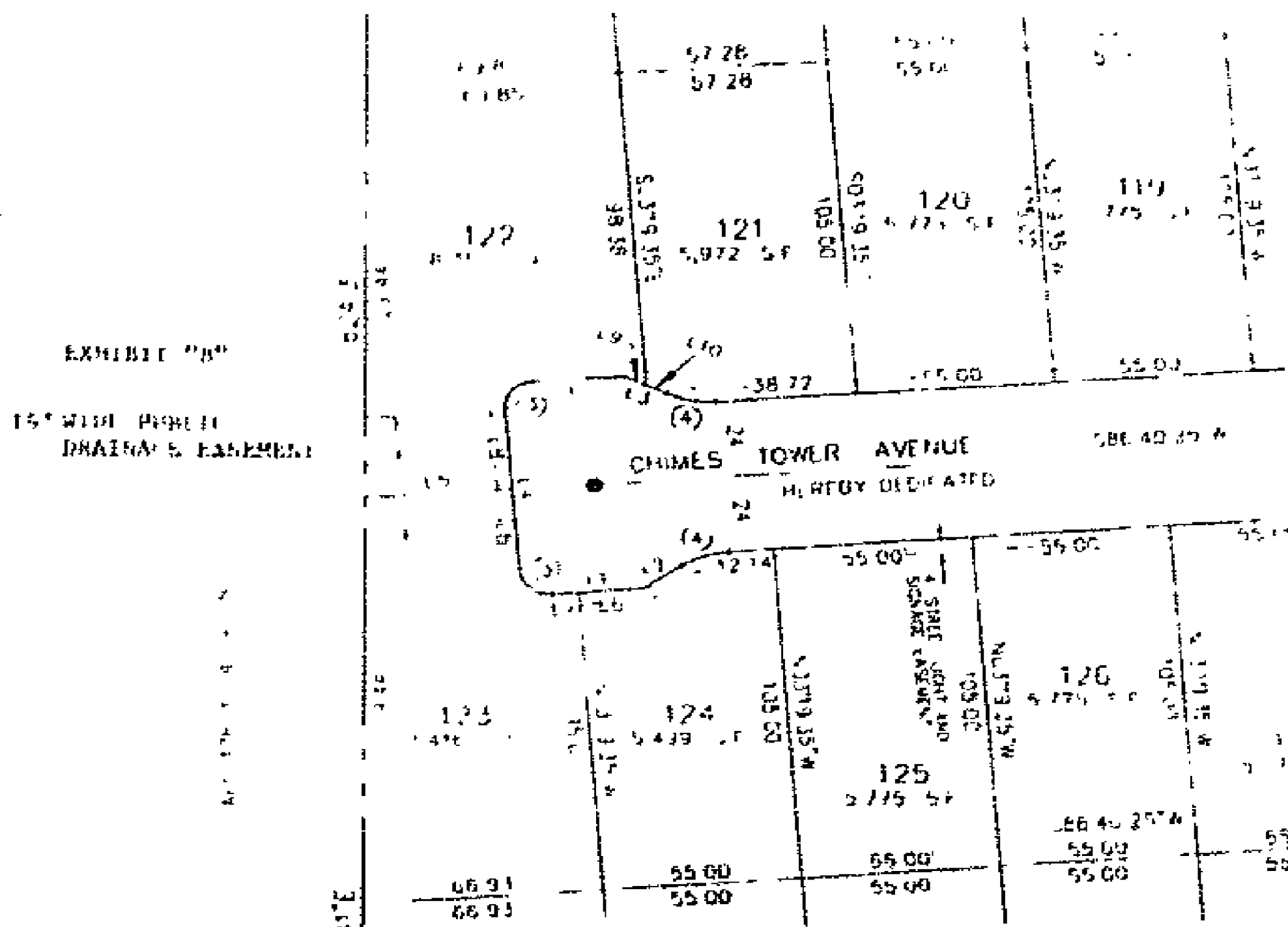
NOT TO SCALE FOR REFERENCE ONLY
REFER TO GRANT OF PUBLIC EASEMENT
RECORDED ON MAY 4, 2000, IN BOOK
20000504, INSTRUMENT NO. 01101,
OFFICIAL RECORDS, CLARK COUNTY,
NEVADA.

PAGE 1 of 7



CIVIL ENGINEERING • LAND SURVEYING • PLANNING
CONSTRUCTION MANAGEMENT ADA CONSULTING
6763 WEST CHARLESTON BOULEVARD
DENVER, CO 80231-2515 (303) 755-0115

PINNACLE PEAKS - TORREY PINES SOUTHWEST



NOT TO SCALE FOR REFERENCE ONLY
 REFER TO GRANT OF PUBLIC EASEMENT
 RECORDED ON MAY 4, 2000, IN BOOK
 20000504, INSTRUMENT NO. 01101,
 OFFICIAL RECORDS, CLARK COUNTY,
 NEVADA.

62 LOT NUMBER
 ○ BLOCK NUMBER
 ② CURVE NUMBER

PAGE 2 of 7



PENTACORE

CIVIL ENGINEERING LAND SURVEYING PLANNING
 CONSTRUCTION MANAGEMENT AEA CONSULTING
 6763 WEST CHARLESTON BOULEVARD
 LAS VEGAS, NV 89116

PINNACLE PEAKS - TORREY PINES SOUTHWEST

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DATE 08-16-2010 BY SP-1
PAGE 1 OF 1

Send for

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VALLEY CO. STREET

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• STREET LIGHT AND
STRAVE LAMP

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REF ID: A66175

NOT TO SCALE FOR REFERENCE ONLY
REFER TO GRANT OF PUBLIC EASEMENT
RECORDED ON MAY 4, 2000, IN BOOK
20000504, INSTRUMENT NO. 01101,
OFFICIAL RECORDS, CLARK COUNTY,
NEVADA.

62	LOT NUMBER
	BLOCK NUMBER
	CURVE NUMBER

PAGE 3 of 7



PENTACORE

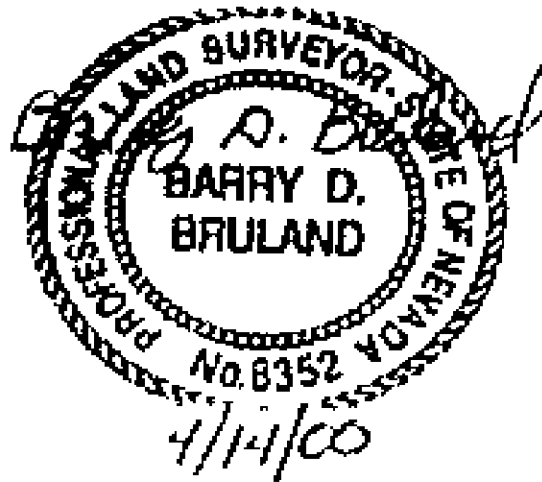
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
CONSTRUCTION MANAGEMENT ADA CONSULTING
8783 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89146 (702)258-0115

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02301



PENTACORE

Civil Engineering
Surveying - GPS
Land Planning - GIS
Landscape Architecture
Environmental and
Natural Resource
Management
Construction
Administration
Program
Management
Site Consulting
Measurement
Techniques



01140018
LAND 252108
APRIL 14 2000
BY PD
CKD BH
PAGE 1 OF 2

EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF CORONADO CREST AVENUE AND WEST OF ABALONE WAY STREET FOR LANDSCAPING PURPOSES.

LAND DESCRIPTION

A PORTION OF LOT 252 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 91 OF PLATS AT PAGE 29, SITUATE IN THE NORTH EAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 22 SOUTH RANGE 60 EAST, 3RD MERIDIAN, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 252, THENCE NORTH $87^{\circ}02'58''$ EAST ALONG THE NORTH LINE OF SAID LOT 252 A DISTANCE OF 413 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 850 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $84^{\circ}52'44''$ EAST, THENCE SOUTHWESTERLY 873 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ}27'31''$ TO THE WEST LINE OF SAID LOT 252, THENCE NORTH $08^{\circ}42'07''$ WEST ALONG SAID WEST LINE 71 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE "EXHIBIT TO ACCOMPANY" LAND DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 19 SQUARE FEET

BASIS OF BEARINGS

NORTH $87^{\circ}02'58''$ EAST BEING THE BEARING OF THE NORTH LINE OF LOT 252 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 91 OF PLATS, AT PAGE 29.

END OF DESCRIPTION

EXHIBIT "B"
PRIVATE LANDSCAPE EASEMENT
PAGE 4 of 7

6763 West Charleston Boulevard • Las Vegas, Nevada 89146

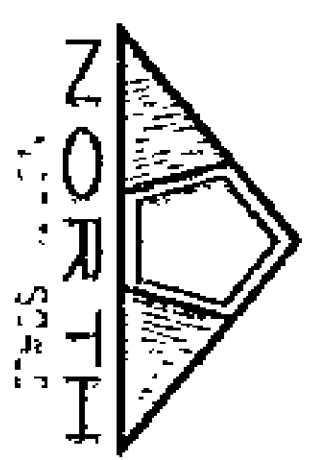
NSM 000128

200000825

LINE	BEARING	DISTANCE
1	N05°42'00"W	61.63
2	N87°02'58"E	4.00
3	N02°57'02"W	9.09

SILVER STRAND STREET

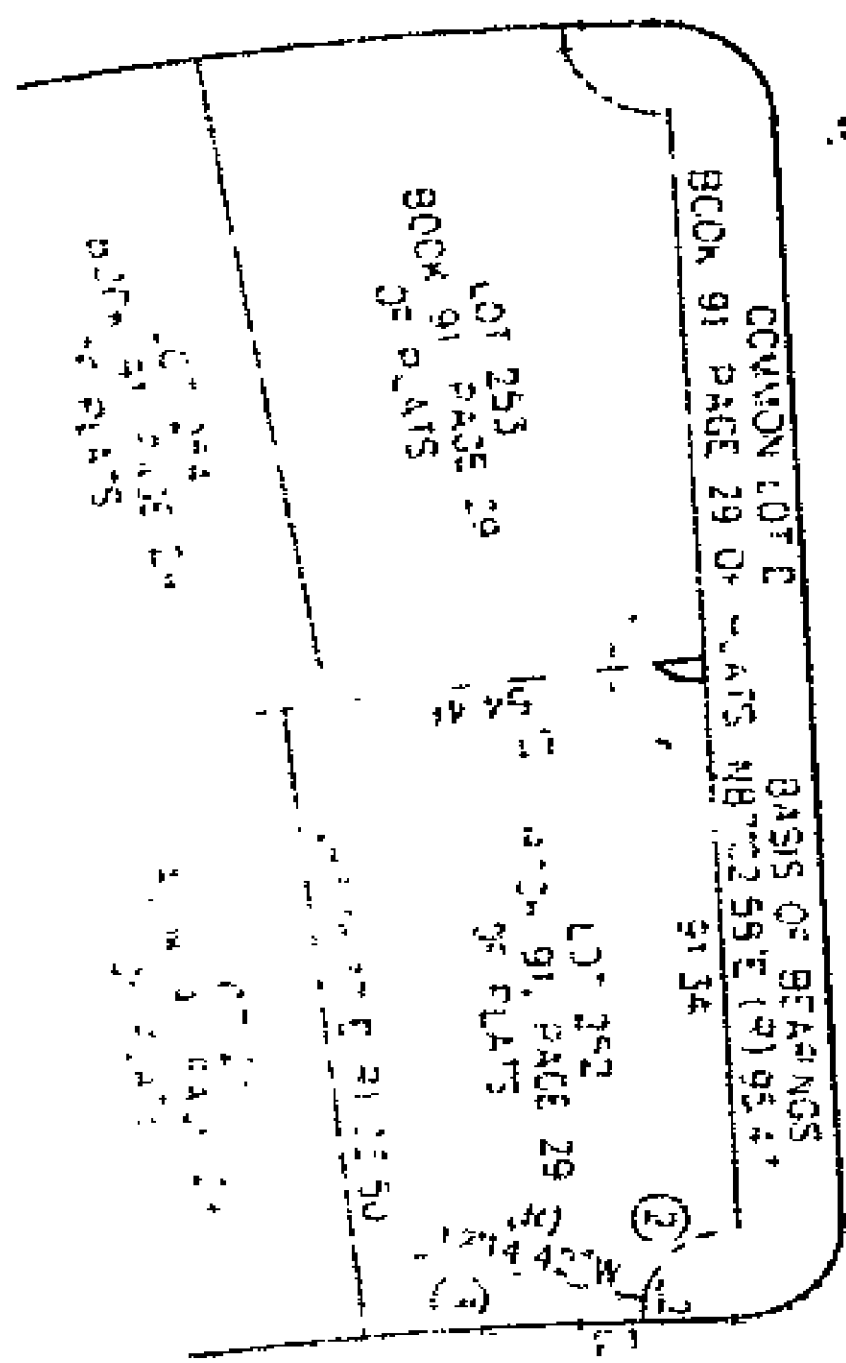
POINT OF BEGINNING



CORONADO CREST AVENUE

ABALONE BAY STREET

JACARANDA HILL COURT



CURVE	ANGLE	RAI	CH	TANGENT
1	55°22'51"	8.50	8.23	4.47
2	74°48'17"	15.00	19.58	11.47
3	101°26'21"	52.40	31.45	15.73

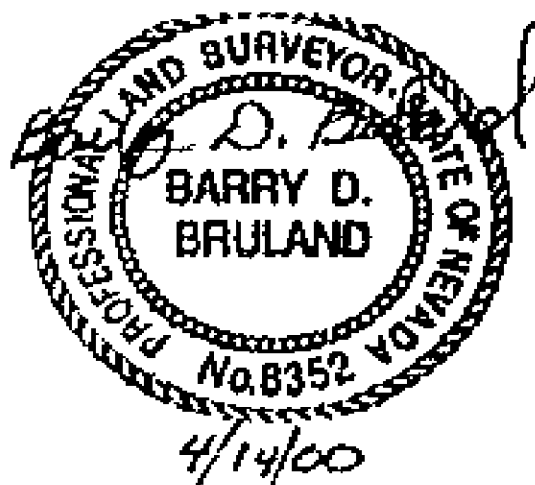


EXHIBIT TO ACCOMPANY
LAND DESCRIPTION
PENTACORE

OVER ENGINEERING LAND SURVEYING PLANNING
CONSTRUCTION MANAGEMENT LCA CONSULTING
6763 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89146 (702) 758-0115



PENTACORE



01640018
LAND 2511001
APRIL 14 2000
BY PD
CKD BB
PAGE 1 OF 3

Site Engineering
Surveying/GPS
Land Planning/GIS
Landscape
Architecture
Environmental and
Natural Resource
Management
Construction
Administration
Program
Management
ADA Consulting
Measurement
Techniques

EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF CORONADO REST AVENUE AND WEST OF ABALONE WAY STREET FOR LANDSCAPING PURPOSES.

LAND DESCRIPTION

A PORTION OF LOT 253 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN BOOK 91 OF PLATS, AT PAGE 29, SITUATE IN THE NORTHEAST QUARTER ONE (4) OF THE SOUTHWEST QUARTER (SW (4) OF SECTION 11, TOWNSHIP 22 SOUTH RANGE 60 EAST 34M CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 253, THENCE SOUTH 08°42'07" EAST ALONG THE EAST LINE OF SAID LOT 253, A DISTANCE OF 7.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8.50 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 39°19'45" EAST, THENCE SOUTHWESTERLY AND NORTHWESTERLY 19.12 FEET DEPARTING SAID EAST LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 128°52'57" TO THE NORTH LINE OF SAID LOT 253, THENCE NORTH 87°02'58" EAST ALONG SAID NORTH LINE, 12.86 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY" LAND DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 98 SQUARE FEET

BASIS OF BEARINGS

NORTH 87°02'58" EAST BEING THE BEARING OF THE NORTH LINE OF LOT 253 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN BOOK 91 OF PLATS, AT PAGE 29.

END OF DESCRIPTION

EXHIBIT "B"
PRIVATE LANDSCAPE EASEMENT
PAGE 6 OF 7

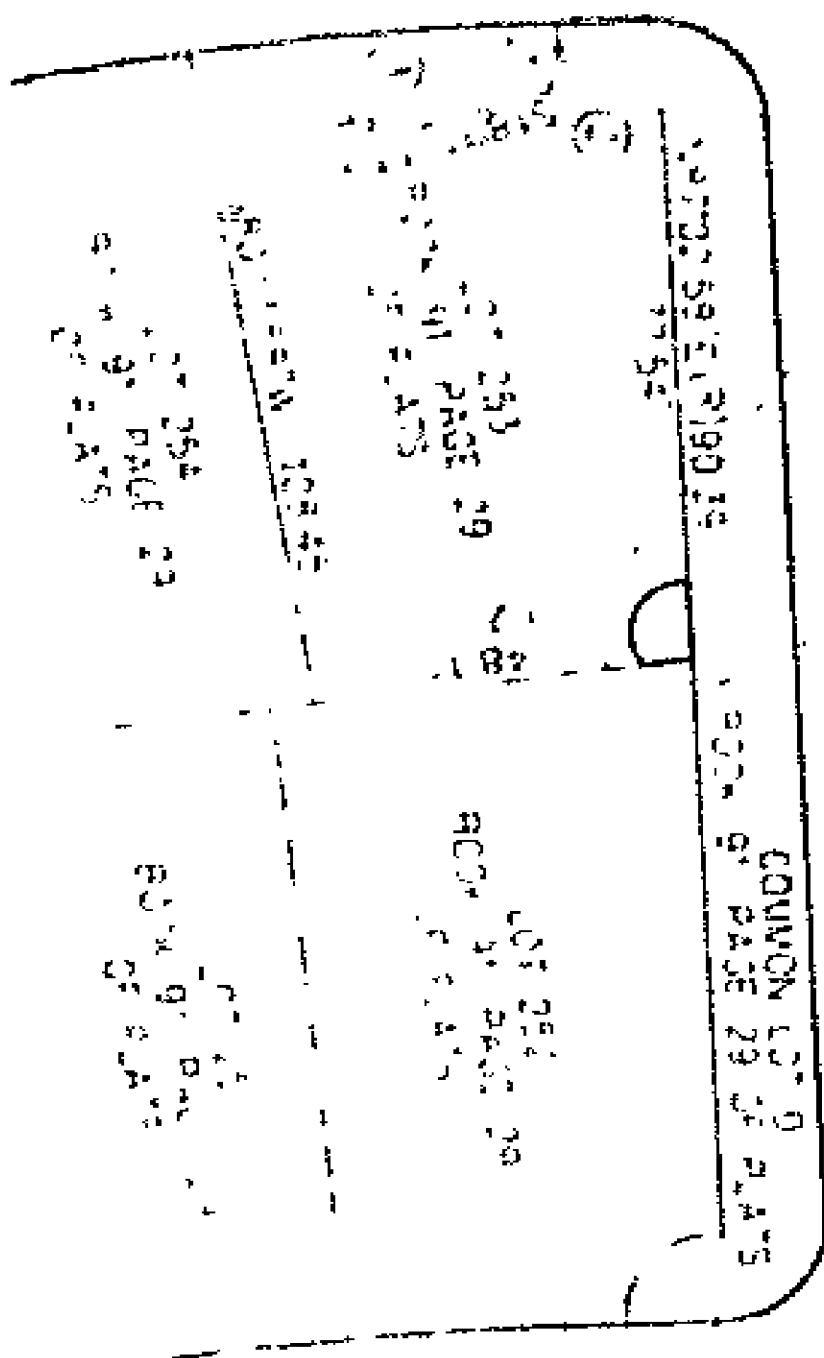
6763 West Cimarron Boulevard • Las Vegas, Nevada 89146

Engineering
Tel: 702.738.6100 • Fax: 702.738.6101

Surveying
Tel: 702.738.6100 • Fax: 702.738.6101

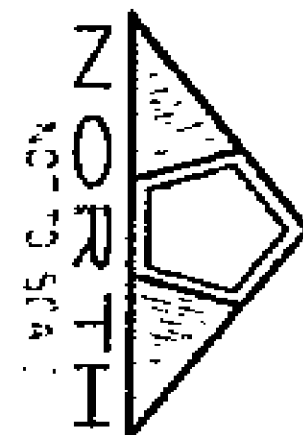
ADA Consulting
Tel: 702.738.6100 • Fax: 702.738.6101

ABALONE BAY STREET



CORONADO CREST AVENUE

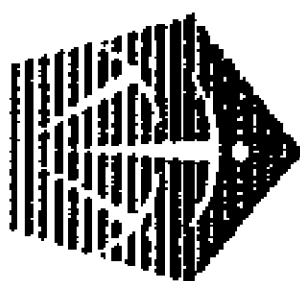
SILVER STRAND STREET



JACARANDA HILL COURT

EXHIBIT "B"
PRIVATE LANDSCAPE EASEMENT
PAGE 7 OF 7

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PENTACORE

LAND DESCRIPTION

EXHIBIT TO ACCOMPANY

OUR ENGINEERING, LAND SURVEYING, PLANNING
CONSTRUCTION MANAGEMENT AND CONSULTING
6783 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89146 (702)258-0115

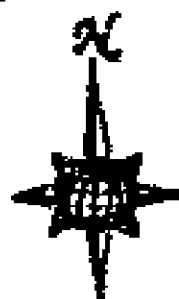
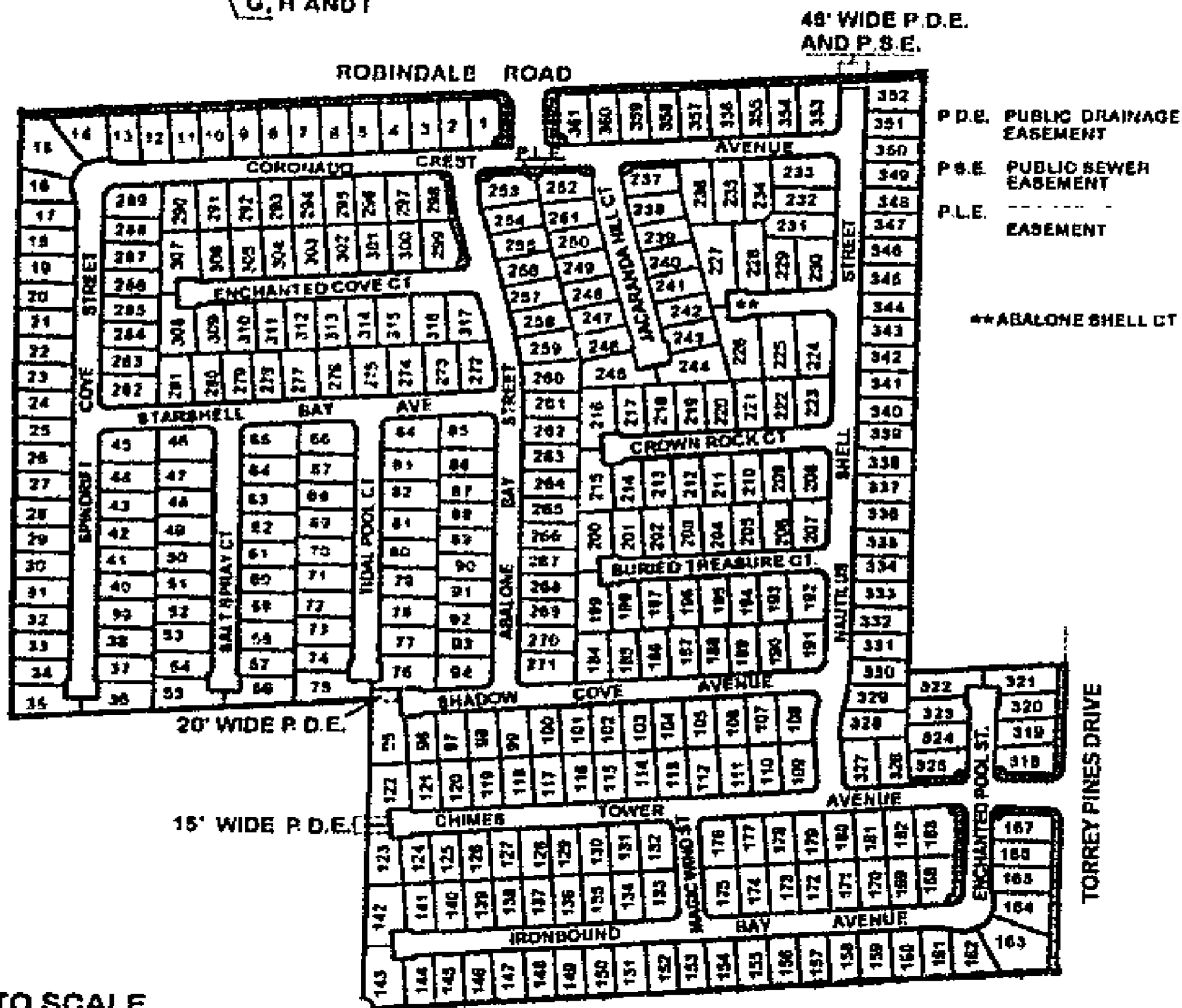


EXHIBIT "C" SITE MAP PROMONTORY

COMMON LOTS
A, B, C, D, E, F,
G, H AND I



NOT TO SCALE
FOR REFERENCE ONLY
REFER TO RECORDED MAP
PINNACLE PEAKS - TORREY PINES SOUTHWEST
BOOK 91, PAGE 29 OF PLATS, AS MAY BE AMENDED
FROM TIME TO TIME.

EXHIBIT "D"
LEGAL DESCRIPTION
ANNEXABLE TERRITORY

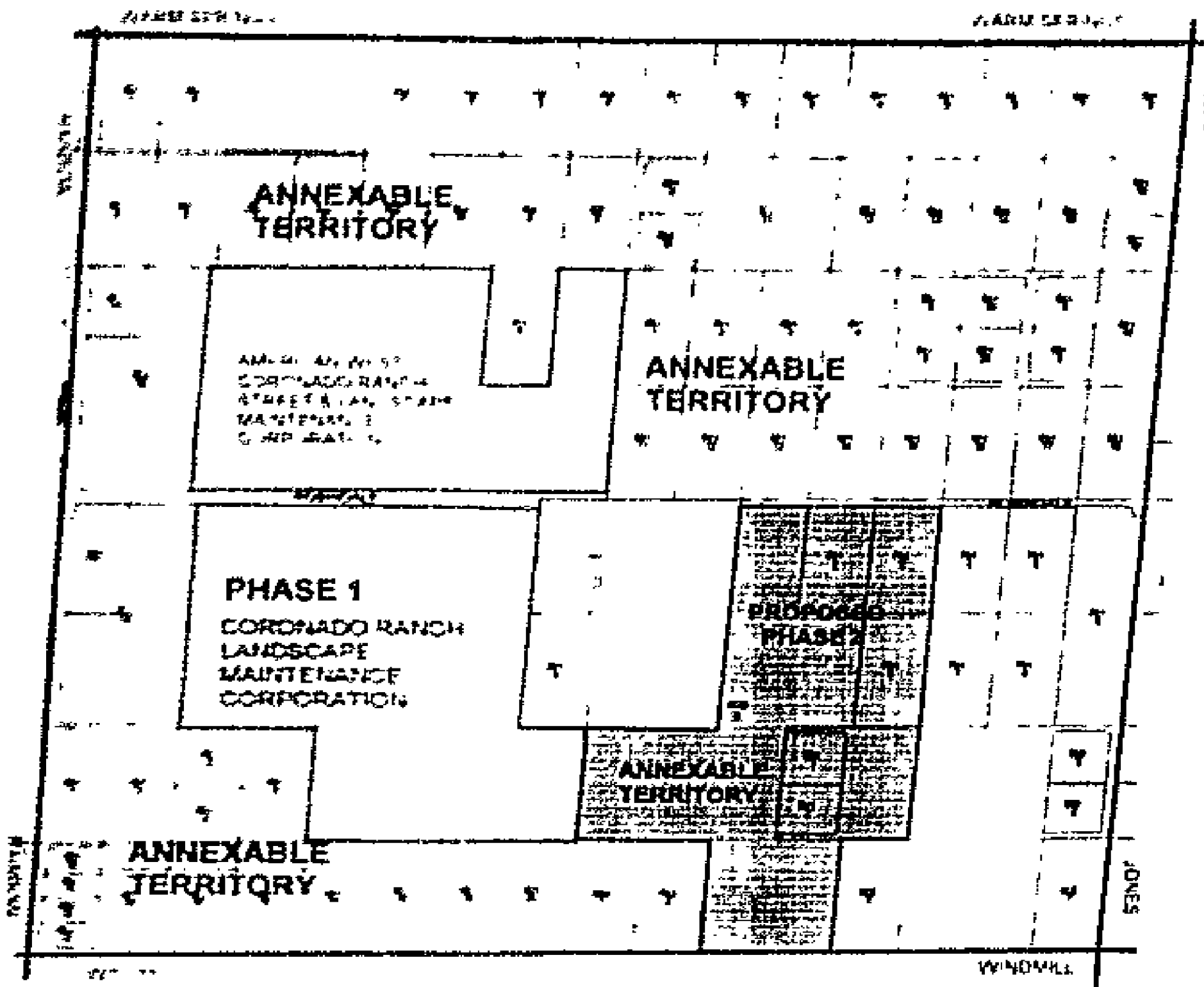
**All of the real property located in Section 11 Township 22 South Range 60 East
M D M Clark County Nevada that is or may be owned by Declarant**

NSM 000133

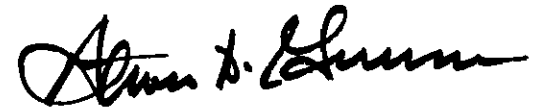


EXHIBIT "D" ANNEXABLE TERRITORY

SECTION 11
TOWNSHIP 22 RANGE 80
ASSESSOR'S BOOK 176



CLARK COUNTY, NEVADA
JUDITHA VAN DYKE, RECORDER
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE COMPANY OF
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Mortgage, LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU
NOONAN; and JAMES M. ALLRED IRA,
LLC;

Plaintiff,

v.

MATTHEW M. BIGAM; and REPUBLIC
MORTGAGE; and REPUBLIC MORTGAGE,
LLC; and U.S. BANK NATIONAL
ASSOCIATION EE; and BANK OF AMERICA,
N.A.; and NATIONSTAR MORTGAGE, LLC;
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No.: A-14-710465-C

Dept.: IV

**REPLY IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

The Court should grant Nationstar's and U.S. Bank's motion for summary judgment, and deny plaintiffs' motion for summary judgment, for 5 reasons. **First**, plaintiffs fail to explain to the court why Bank of America's superpriority tender was insufficient. The very documents plaintiffs attach to their reply make clear 9 months-worth of assessments was \$162.00, the exact amount Bank of America, N.A., the loan servicer of the time, delivered to the HOA prior to the auction. Nothing more is required to redeem the senior deed of trust's priority. The senior deed of trust survived the HOA sale. **Second**, contrary to plaintiffs' contentions, the Court should look to the Nevada Supreme Court's recent decision *Shadow Wood Homeowners Ass'n, Inc. v. New York Cmty. Bancorp, Inc.*, 132 Nev. Adv. Op. 5 (Nev. Jan. 28, 2016) to find the sale commercially unreasonable, and void, as a

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1 matter of law. **Third**, the HOA Lien Statute is facially unconstitutional under the Due Process
2 Clause. **Fourth**, plaintiffs are not, as they claim, *bona fide* purchasers for value.

3 **I. STATEMENT OF UNDISPUTED MATERIAL FACTS**

4 **A. The Deed of Trust and Assignment.**

5 In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed
6 ownership of the property by way of a loan with Republic Mortgage LLC in the amount of
7 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009. A true
8 and correct copy of the senior deed of trust is recorded with the Clark County Recorder as
9 Instrument No. 200702200004388 and attached as **Exhibit A**. On October 3, 2011, U.S. Bank was
10 assigned the deed of trust. **Exhibit B**, Assignment to U.S. Bank. Bank of America, N.A., and later
11 Nationstar, serviced the loan.

12 **B. The HOA Sale.**

13 Monthly assessments on the property are \$18. See **Exhibit C**, Red Rock Ledger at
14 NSM000167; see also **Exhibit D**, Red Rock Account Detail at NTS0117 – NTS0122.¹ On April 26,
15 2011, Coronado Ranch Landscape Maintenance Association (**the HOA**), through its agent, Red
16 Rock Financial Services (**Red Rock**) recorded a notice of delinquent assessment lien. **Exhibit E**,
17 Notice of Lien. In the notice, the HOA stated the Bigams owed \$730.92, which includes
18 assessments, late fees, interest, fines/violations and collection fees and costs. *Id.*

19 On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and
20 election to sell to satisfy the delinquent assessment lien. **Exhibit F**, Notice of Default. The notice
21 states the amount due to the HOA was \$1,775.62, but does not specify whether it includes
22 assessments, interest, fees and collection costs in addition to assessments. *Id.* On June 26, 2014, the
23 HOA, through its agent, Red Rock, recorded a notice of trustee's sale scheduling a sale for July 21,
24 2014. **Exhibit G**, Notice of Sale. The notice states the amount the Bigam owed the HOA was
25 \$2,825.99, but does not specify whether it includes assessments, interest, fees and collection costs in
26 addition to assessments. *Id.* The HOA foreclosed on the property on July 21, 2014. A foreclosure
27

28 ¹ Annual assessments are due in the amount of \$216.00; the monthly assessment, therefore, is \$18.

1 deed in favor of plaintiffs was recorded on July 25, 2014. **Exhibit H**, Foreclosure Deed. The deed
2 states plaintiffs paid \$50,100.00 to purchase the property, less than 18% of the property's stated
3 transfer tax value \$286,149. *Id.*

4 **D. BANA's Tender of 9 Months' Assessments Prior to HOA Foreclosure.**

5 On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom &
6 Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan servicer at
7 the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and
8 requested a ledger identifying the super-priority amount allegedly owed to the hOA. **Exhibit I**,
9 Documents from Miles Bauer, at NSM000163 – NSM000164. In response, the HOA provided a
10 ledger, dated August 10, 2011, identifying the total amount allegedly owed. *Id.* at NSM000166 –
11 NSM000168.

12 Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger,
13 BANA accurately the sum of nine months of common assessments as \$162.00 and tendered that
14 amount to the HOA on August 26, 2011. *Id.* The HOA refused BANA's tender but provided no
15 explanation. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

16 **III. REQUEST FOR JUDICIAL NOTICE**

17 Pursuant to NRS § 47.130, the Court may take judicial notice of public records. This statute
18 provides as follows:

- 19 1. The facts subject to judicial notice are facts in issue or facts from
20 which they may be inferred.
21 2. A judicially noticed fact must be:
22 (a) Generally known within the territorial jurisdiction of the trial court;
23 or
24 (b) Capable of accurate and ready determination by resort to sources
25 whose accuracy cannot reasonably be questioned, so that the fact is not
26 subject to reasonable dispute.

27 Pursuant to NRS § 47.150, a "court shall take judicial notice if requested by a party and
28 supplied with the necessary information." A district court in considering a dispositive motion can
consider matters of public record in its decision. In *Stockmeier v. Nevada Dept. of Corrections*
Psychological Review Panel, 124 Nev. 313, 315, 183 P.3d 133, 135 (2008), the court dismissed an
amended complaint after the court took judicial notice of facts in a related state district court

1 proceeding. Nationstar and U.S. Bank request the Court take judicial notice of the publicly recorded
2 documents in this case.

3 IV. LEGAL ARGUMENT

4 A. **BANA Tendered the Superpriority Amount Prior to the Sale.**

5 Nationstar and U.S. Bank are entitled to summary judgment because BANA's super-priority
6 tender extinguished that portion of the HOA's lien prior to the foreclosure sale. In *SFR Investments*,
7 the Nevada Supreme Court stated not once, but twice, that a lender could tender the super-priority
8 amount to preserve its interest in the property. *See SFR Investments Pool I LLC v. U.S. Bank, N.A.*,
9 334 P.3d at 414 ("[A]s junior lienholder, [the holder of the first deed of trust] could have paid off the
10 [HOA] lien to avert loss of its security[.]"). Here, BANA determined and paid the super-priority
11 amount prior to the sale – such actions preserved the first-priority position of U.S. Bank's Deed of
12 Trust.

13 Both the drafters of the HOA Lien Statute and the Nevada agency charged with its
14 enforcement agree that tender of the super-priority amount preserves a first deed of trust holder's
15 interest in the foreclosed property. The drafters of the Uniform Common Interest Ownership Act
16 (**UCIOA**), adopted by Nevada as the HOA Lien Statute, contemplated this result when drafting the
17 super-priority provision, stating that "[a]s a practical matter, secured lenders will most likely pay the
18 [nine] months assessments demanded by the association rather than having the association foreclose
19 on the unit." 1982 UCIOA § 3116 cmt. 1 (cited with approval in *SFR Investments*, 334 P.3d at
20 414.).² Further, the Nevada Real Estate Division of the Department of Business and Industry
21 (**NRED**), the agency charged with administering the HOA Lien Statute, has explained that it is
22 "likely that the holder of the first security interest will pay the super priority lien amount to avoid
23 foreclosure by [an HOA]." 13–01 Op. Dep't of Bus. & Indus., Real Estate Div. 18 (2012) (**NRED**
24 **Letter**); *see also Folio v. Briggs*, 99 Nev. 30, 34, 656 P.2d 842, 844 (1983) (explaining that courts

25
26 ² The Nevada Supreme Court cited to the official comments to UCIOA extensively when evaluating the HOA Lien
27 Statute in *SFR Investments*, 334 P.3d at 412 ("An official comment written by the drafters of a statute and available to
28 the legislature before the statute is enacted has considerable weight as an aid to statutory construction.")

1 "are obliged to attach substantial weight to [an] agency's interpretation" of a statute it is charged with
2 administering).

3 Here, BANA determined and tendered the super-priority amount to Red Rock prior to the
4 foreclosure sale. Shortly after Red Rock recorded the Notice of Default, BANA, through counsel at
5 Miles Bauer, sent a letter to the HOA Trustee, requesting a payoff ledger detailing the super-priority
6 amount of the HOA's lien. Ex. I. The letter stated BANA "hereby offers to pay [the super-priority]
7 sum upon presentation of adequate proof of the same by the HOA." *Id.* Red Rock ignored this
8 request, instead choosing to provide Miles Bauer with an account detail including all amounts
9 allegedly due and owing. Even after BANA sent a check representing 9 months-worth of
10 assessments plus reasonable collection costs, the HOA foreclosed on the property despite BANA's
11 payment of an amount that would obviate the need for foreclosure. By tendering what would have
12 been the full super-priority amount prior to the foreclosure, BANA extinguished the super-priority
13 portion of the HOA's lien, thus redeeming the first-priority position of U.S. Bank's senior deed of
14 trust prior to the foreclosure sale.

15 Since the super-priority portion of the HOA's lien was extinguished prior to the foreclosure
16 sale, plaintiff's interest in the property, if any, is subordinate to U.S. Bank's senior deed of trust
17 pursuant to NRS 116.31164(3)(a). This provision provides that the purchaser at an HOA foreclosure
18 receives "a deed without warranty which conveys to the grantee *all title of the unit's owner to the*
19 *unit.*" NRS 116.31164(3)(a) (emphasis added). Put differently, under Nevada law, the HOA lost the
20 ability to pass clear title when BANA's tender extinguished the super-priority lien.

21 **B. The HOA Sale Was Commercially Unreasonable under *Shadow Wood*.**

22 NRS §116.1113 provides as follows:

23 Every contract or duty governed by this chapter imposes an obligation of good faith in its
24 performance or enforcement.

25 The drafters of this section defined good faith as follows in their comment:

26 This section sets forth a basic principle running throughout this Act: in transactions
27 involving common interest communities, good faith is required in the performance and
28 enforcement of all agreements and duties. Good faith, as used in this Act, means observance
of two standards: "honesty in fact," and **observance of reasonable standards of fair dealing**. While the term is not defined, the term is derived from and used in the same

manner as in section 1-201 of the Uniform Simplification of Land Transfers Act, and Sections 2-103(i)(b) and 7-404 of the Uniform Commercial Code.

UCIOA §1-113 cmt. (1982) (Emphasis Added).

The *Shadow Wood* Court, 132 Nev. Adv. Op. 5 (2016), clarified a heavily-disputed issue in HOA quiet-title actions: whether inadequacy of price alone is enough to invalidate a foreclosure sale as commercially unreasonable. *Id.* The *Shadow Wood* Court indicated a foreclosure sale could be commercially unreasonable if the sales price was "grossly inadequate as a matter of law." *Id.* "While gross inadequacy cannot be precisely defined in terms of a specific percentage of fair market value, generally a court is warranted in invalidating a sale where the price is less than 20 percent of fair market value[.]" *Id.* at 15 (quoting the Restatement (Third) of Property (Mortgages) § 8.3 cmt. b (1997)).

In explaining when a foreclosure sale is defective, the Restatement (Third) of Property (Mortgages) § 8.3 (1997) provides:

(a) A foreclosure sale price obtained pursuant to a foreclosure proceeding that is otherwise regularly conducted in compliance with applicable law does not render the foreclosure defective unless the price is grossly inadequate.

(b) Subsection (a) applies to both power of sale and judicial foreclosure proceedings.

(emphasis added).

The Restatement authors defined what "grossly inadequate" means:

"Gross inadequacy" cannot be precisely defined in terms of a specific percentage of fair market value. Generally, however, a court is warranted in invalidating a sale where the price is less than 20 percent of fair market value and, absent other foreclosure defects, is usually not warranted in invalidating a sale that yields in excess of that amount. See Illustrations 1-5. **While the trial court's judgment in matters of price adequacy is entitled to considerable deference, in extreme cases a price may be so low (typically well under 20% of fair market value) that it would be an abuse of discretion for the court to refuse to invalidate it.**

Id. at cmt. b. (emphasis added).

Finally, the Restatement authors address the method of proving gross inadequacy:

This section articulates the traditional and widely held view that a foreclosure proceeding that otherwise complies with state law may not be invalidated because of the sale price unless that price is grossly inadequate. **The standard by which "gross inadequacy" is measured is the fair market value of the real estate.** For this purpose the latter means, not the fair "forced sale" value of the real estate, but the price which would result from negotiation and mutual agreement, after ample time to find a purchaser, between a vendor who is willing, but not compelled to sell, and a purchaser who is willing to buy, but not compelled to take a particular piece of real estate.

1 *Id.* (emphasis added).

2 Here, plaintiffs purchased the Property for less than 18% of its fair market value at the time
3 of the foreclosure sale, less than the 20% of fair market value the *Shadow Wood* Court indicated
4 would be grossly inadequate as a matter of law. **Ex. H**, Foreclosure Deed. This Court should follow
5 *Shadow Wood* Court's holding that a "Court is warranted in invalidating a sale where the price is less
6 than 20 percent of fair market value," *Shadow Wood*, 132 Nev. Adv. Op. 5, at 15, set aside the sale
7 and grant Carrington summary judgment.

8 Under the Restatement approach—adopted in *Shadow Wood*—a **grossly inadequate price**
9 itself is the proof of unfairness required to set aside a foreclosure sale under the "price-plus" analysis
10 espoused by the Nevada Supreme Court in *Long v. Towne*. 639 P.2d 528, 530 (1982). In *Long*, the
11 Nevada Supreme Court stated that "**mere** inadequacy of price is not sufficient to justify setting aside
12 a foreclosure sale, absent a showing of fraud, unfairness, or oppression." *Id.*, at 12. The Restatement
13 approach adopted in *Shadow Wood* makes clear that while "**mere** inadequacy of price" is insufficient
14 to set aside a foreclosure sale absent some other evidence of unfairness, a "**gross** inadequacy" of
15 price is itself sufficient to set aside a foreclosure sale standing alone. Restatement (Third) of
16 Property (Mortgages) § 8.3 cmt. b ("a foreclosure proceeding that otherwise complies with state law
17 **may not be invalidated because of the sale price unless the price is grossly inadequate.**").

18 Like the *Shadow Wood* Court, the Arizona Supreme Court has adopted the Restatement
19 approach, holding that a grossly inadequate price alone is sufficient to invalidate a foreclosure sale.
20 *In re Krohn*, 52 P.3d 774, 781 (Ariz. 2002). In *Krohn*, the Court explained that a contrary rule
21 allowing grossly inadequate sales prices to stand would only benefit speculators at the expense of
22 homeowners and the mortgage-lenders that make owning a home possible. *Id.*, at 779 ("Windfall
23 profits, like those reaped by bidders paying grossly inadequate prices at foreclosure sales, do not
24 serve the public interest and do no more than legally enrich speculators."). The *Krohn* Court thus
25 adopted the same Restatement test adopted by the Nevada Supreme Court in *Shadow Wood*, which is
26 meant to protect individual homeowners' equity from grossly inadequate and unfair foreclosure sale
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1 prices. *Id.*, at 780 (noting that foreclosure-sale "bidders can reasonably expect to get bargains
2 because of the nature of foreclosure sales, but public policy and the courts should not endorse
3 extraordinary bargains at the expense of already troubled debtors.").

4 Even if the "price-plus" approach espoused in *Long* still requires evidence of unfairness
5 beyond the grossly inadequate price after *Shadow Wood*, the HOA's sale of the property after
6 rejecting BANA's super-priority tender satisfies the *Long* test. BANA tendered the super-priority
7 amount to the HOA Trustee prior to the foreclosure sale, extinguishing the superpriority portion of
8 the HOA lien. BANA, through counsel at Miles Bauer, contacted the HOA and requested a payoff
9 ledger detailing the amounts owed to the HOA. **Ex. I.** The payoff ledger the HOA Trustee provided
10 showed the monthly assessments to be \$18. *Id.*; also see Exs. C and D.

11 Accordingly, to satisfy the super-priority portion of the lien, BANA tendered \$162.00 to the
12 HOA Trustee. **Ex. I.** This was the full super-priority amount, as it was equal to the amount of
13 assessments that "would have become due in the absence of acceleration during the nine months
14 immediately preceding institution of an action to enforce the lien...." NRS 116.3116(2). By
15 tendering the full super-priority amount, BANA extinguished the super-priority portion of the lien,
16 thus redeeming the first-priority position of U.S. Bank's Deed of Trust. The Nevada Supreme Court
17 explained in *SFR Investments* that if a senior mortgagee tenders payment of the super-priority
18 amount, it "avert[s] the loss of its security." See *SFR Investments*, 334 P.2d at 414. Here, BANA
19 tendered payment of the super-priority amount, the action required for it to preserve the senior Deed
20 of Trust under Nevada law. Yet, the HOA still foreclosed on its extinguished super-priority lien,
21 purportedly extinguishing the senior Deed of Trust. Under *Shadow Wood*, the gross inadequacy of
22 the 18% of fair market value sales price in this case is sufficient to invalidate the foreclosure. Even
23 if more evidence of unfairness is needed, Nationstar and U.S. Bank have met that burden by showing
24 BANA tendered the super-priority amount prior to the foreclosure sale and the HOA still foreclosed
25 on its now-extinguished super-priority lien. Consequently, the HOA foreclosure sale was
26 commercially unreasonable, and thus invalid. U.S. Bank's Deed of Trust still encumbers the
27 Property. Accordingly, Nationstar and U.S. Bank are entitled to summary judgment.

1 **C. The HOA Lien Statute is Facially Unconstitutional.**

2 Nationstar and U.S. Bank are also entitled to summary judgment because the HOA Lien
3 Statute is facially unconstitutional under the Due Process Clause. Under binding Nevada law, a non-
4 judicial foreclosure on an HOA lien that is dependent upon a statute and not any agreement between
5 the parties is a form of state action that must comply with the requirements of due process. The
6 HOA Lien Statute does not mandate that mortgagees receive actual notice of the pendency of the
7 HOA foreclosure sales, as required by the Due Process Clause. Because the HOA's foreclosure sale
8 was conducted pursuant to a facially unconstitutional statute, it is invalid, and Nationstar's and U.S.
9 Bank's motion for summary judgment is proper.

11 On its face, the HOA Lien Statute is unconstitutional. As a minimum, courts have
12 universally required that statutes that provide for extinguishment of junior liens in foreclosure also
13 provide for mandatory notice to the junior lienholders. The HOA Lien Statute does not provide for
14 mandatory notice. Rather, the Nevada Legislature has provided only a "request-notice" or "opt-in"
15 provision; which requires notice *only* if the junior lienholder—here the holder of a first deed of
16 trust—requests notice in advance. Such opt-in provisions have met with universal disapproval in
17 every federal and state court to have considered the question. The reason is clear: where the state
18 will extinguish such a significant interest in real property, it must also mandate that the holder of the
19 lien to be extinguished have notice and some opportunity to remediate. By not mandating such
20 notice, the HOA Lien Statute is unconstitutional on its face. In this case, that means the foreclosure
21 by the HOA is invalid and the extinguishment of U.S. Bank's deed of trust is invalid.

24 The Due Process Clause of the U.S. Constitution requires that, "at a minimum, [the]
25 deprivation of life, liberty, or property by adjudication be preceded by notice and an opportunity for
26 hearing appropriate to the nature of the case." *Mullane v. Central Hanover Bank & Trust Co.*, 339
27 U.S. 306, 314 (1950) (emphasis added). An "elementary and fundamental requirement of due
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1 process ... is notice reasonably calculated, *under all circumstances*, to apprise interested parties of
2 the pendency of the action and afford them an opportunity to present their objections." *Tulsa Prof'l*
3 *Collection Services, Inc. v. Pope*, 458 U.S. 478, 484 (1988) (quoting *Mullane*, 339 U.S. at 314)
4 (emphasis added). Put more simply, state action may not extinguish an interest in real property
5 unless the holder of that interest is afforded notice of that action.

6 Foreclosures pursuant to the HOA Lien Statute constitute state action, as the Nevada
7 Supreme Court has held a private party's deprivation of another private party's "significant property
8 interest" pursuant to a Nevada statute entitles the property owner to "federal and state due process."
9 *J.D. Construction v. IBEX Int'l Group*, 240 P. 3d 1033, 1040 (Nev. 2010). In *J.D. Construction*, one
10 private party recorded a mechanic's lien on the property of another private party. *Id.* at 1035. No
11 state actor was involved in placing the lien, yet the Nevada Supreme Court held that "[a] mechanic's
12 lien is a 'taking' in that the property owner is deprived of a significant property interest, which
13 entitles the property owner to federal and state due process." *Id.* at 1040 (citing *Connolly Dev., Inc.*
14 *v. Superior Court*, 553 P.2d 637, 645 (Cal. 1976).

15 *J.D. Construction* provides authority that the state-action requirement is met here. If more
16 evidence were needed, however, the logic and reasoning in *Connolly Development, Inc. v. Superior*
17 *Court*, extensively relied upon in *J.D. Construction*, see 240 P.3d at 1040–41 (citing *Connolly* at
18 least five times), applies here. In *Connolly*, the California Supreme Court held that there was "no
19 question" that the state-law "stop notice" lien at issue—which could be enforced by a purely private
20 procedure "without filing or recordation before any state official"—"involve[d] significant state
21 action" and triggered due-process protections. *Id.* at 815. The *Connolly* Court expressly rejected
22 arguments that the lien did not involve state action, noting that the private enforcement procedure
23 "is not just action against a backdrop of an amorphous state policy, but is instead action encouraged,
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indeed only made possible, by explicit state authorization." *Id.* at 815 & n.14 (quoting *Klim v. Jones*, 315 F. Supp. 109, 114 (N.D. Cal. 1970)).

Because foreclosures authorized solely by the HOA Lien Statute constitute state action, the HOA Lien Statute must satisfy the Due Process Clause's notice requirements as set forth in *Mullane*. The United States Supreme Court has applied *Mullane*'s principles to the deprivation of a mortgagee's security interests in property that is subject to potential extinguishment in foreclosure, such as the first deed of trust at issue in this case. *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 800 (1983). In *Mennonite*, an Indiana county sold mortgaged real property as a result of the borrower's delinquent taxes. *Id.* at 793. The statute in *Mennonite* required only constructive notice to the mortgagee and actual notice to the borrower. *Id.* at 794. The Indiana courts upheld the tax sale statute. *Id.* at 795. But the U.S. Supreme Court reversed the decision, holding that because the "sale immediately and drastically diminishes the value of th[e] security interest" and "may result in the complete nullification of the mortgagee's interest" the mortgagee must receive *actual* notice. *Id.* at 798, 800. The Court held the Due Process Clause required mortgagees receive either personal service or mailed notice of the foreclosure sale that could extinguish their property interest.

Nevada's HOA Lien Statute does not require that mortgagees be provided with actual notice of HOA foreclosure sales. In two key provisions, the statute explicitly disclaims that notice is required to all mortgagees; rather, mortgagees only receive notice if they have previously requested notice from the HOA. In Section 116.31163, the statute provides that a notice of default and election to sell need only be provided to a mortgagee who "has requested notice" or "has notified the association" more than thirty days before the recordation of the notice of default of the existence of a security interest. NRS 116.31163(1)–(2). Section 116.31165 similarly limited mortgagee notice of sale to those mortgagees who have requested notice under Section 116.31163, or those who have

1 "notified the association." NRS 116.31165(1)(b)(1)–(2). A third provision concerning notice of
2 delinquent assessments does not require notice to lenders at all. NRS 116.31162.

3 As a consequence, the HOA Lien Statute allows for the total extinguishment of the first deed
4 of trust without any notice to the mortgagee holding that deed. If a mortgagee does not request
5 notice, Nevada law permits the extinguishment of a first deed of trust without notice. Such result is
6 in direct contravention of *Mennonite*, which held that *actual* notice is required in *all circumstances*
7 where a significant property interest was subject to extinguishment, and rejected the argument that
8 the necessity of actual personal service or mailed notice may vary based on the ability of the
9 mortgagee to protect its own interests. "[A] party's ability to take steps to safeguard its interests does
10 not relieve the State of its constitutional obligation." *Mennonite*, 462 U.S. at 799.

11 While *Mennonite* did not address an opt-in or request-notice provision, a broad consensus has
12 emerged in state and federal courts that such provisions are unconstitutional under *Mennonite*. The
13 Fifth Circuit, for instance, considered a Louisiana statute that required notice of a foreclosure sale
14 only to those persons who had filed a request for such notice in the mortgage records. *Small Engine*
15 *Shop, Inc. v. Cascio*, 878 F.2d 883, 885–86 (5th Cir. 1989). The Fifth Circuit applied *Mullane* and
16 *Mennonite*, and held that the statute "as interpreted by the district court, cannot be squared with
17 *Mennonite's* allocation of notice burdens." *Id.* at 890.

18 Perhaps more significantly, opt-in provisions have been universally condemned by a
19 consensus of state-court decisions. *See, e.g., Jefferson Tp. v. Block 447A*, 548 A.2d 521, 524 (N.J.
20 1988) ("We conclude that a person's entitlement to the notice required by due process cannot be
21 conditioned on the requirement that he request it."); *Wylie v. Patton*, 720 P.2d 649, 655 (Idaho 1986)
22 (holding opt-in scheme unconstitutional because the Constitution requires notice "both to
23 mortgagees of record who have requested such a notice and to mortgagees of record who have not
24 requested such a notice"); *Reeder & Assocs. v. Locker*, 542 N.E.2d 1371, 1373 (Ind. Ct. App. 1989)

1 ("[A]fter *Mennonite* a mortgagee is required to receive actual notice of a tax sale unless the
2 mortgagee's address is not reasonably identifiable."); *City of Boston v. James*, 530 N.E.2d 1254
3 (Mass. App. Ct. 1988) (holding that a "shifting of responsibility" from the foreclosing party to the
4 mortgagee is unconstitutional "even when the persons deprived of notice are sophisticated and
5 knowledgeable").³

6 "Constitutional due process protection does not exist only for those who follow the notice
7 statute but encompasses all interests that may be affected by state action." *Island Fin., Inc. v.*
8 *Ballman*, 607 A.2d 76, 81 (Md. Ct. Spec. App. 1992). Nevada trial courts have previously found
9 that the notice provision here renders the HOA Lien Statute unconstitutional. *See, e.g., Octavio*
10 *Cano-Martinez v. HSBC Bank USA, N.A.*, Dist. Ct. Case No. A-692027-C (EJDC) (May 7, 2015),
11 Summary Judgment Order, p. 4 ("Because the Statute does not does not require the foreclosing party
12 to take reasonable steps to ensure that actual notice is provided to interested parties who are
13 reasonably ascertainable (unless the interested party first requests notice) it does not comport with
14 long standing principles of constitutional due process."); *Paradise Harbor Place Trust v. Deutsche*
15 *Bank National Trust Company*, Dist. Ct. Case No. A-687846-C (EJDC) (Jan. 6, 2014), Dismissal
16 Order, p. 8 (R.A. II, at 302) (holding that HOA Lien Statute's provisions were facially invalid
17 because the statute "expressly does not require notice of the HOA lien sale to be given to all
18 lienholders before their property interests are completely erased by operation of law").

19 The fact that the HOA Lien Statute does not require notice to the mortgagee is sufficient,
20 standing on its own, to sustain a facial attack on the statute—requiring invalidation of both the
21 statute and the foreclosure at issue in this case. *See, e.g., Garcia-Rubiera v. Calderon*, 570 F.3d 443,

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25 ³ *See also Seattle First National Bank v. Umatilla County*, 713 P.2d 33 (Or. App. 1986) (holding that statute permitting
26 notice only to mortgagee who makes request unconstitutional as violating affirmative duty to provide notice); *In re*
27 *Foreclosure of Tax Liens*, 103 A.D.2d 636, 640 (N.Y. App. Div. 1984) ("The Erie County statutes create a real danger
28 that a mortgagee will be forever divested of his property without ever learning of the impending foreclosure."); *United*
States v. Malinka, 685 P.2d 405, 409 (Okla. Civ. App. 1984) ("*Mennonite* clearly places the onus on the State to provide
notice notwithstanding that a mortgagee might take steps to protect its own interest.").

1 456 (1st Cir. 2009) (sustaining facial attack on notice provisions and holding that "actual notice
2 cannot defeat [facial] due process claim"). As to mortgagees, the HOA Lien Statute's notice
3 provisions are constitutionally flawed, rendering the statute invalid on its face. Accordingly,
4 summary judgment should be granted in favor of Carrington.

5 **D. The HOA Lien Statute is Unconstitutional as Applied to This Case Because Neither U.S.**
6 **Bank Nor Its Predecessor-in-Interest Were Provided Actual Notice of the Super**
7 **Priority Lien.**

8 Even if the HOA Lien Statute required mortgagees receive actual notice of HOA foreclosure
9 sales under all circumstances, the statute is still unconstitutional as applied because U.S. Bank's
10 predecessor-in-interest, Republic Mortgage, was not provided any notice of the super-priority
11 amount of the HOA's lien. "[W]hen notice is a person's due, process which is a mere gesture is not
12 due process." *Mullane*, 339 U.S. at 315. To pass muster under the Due Process Clause, the required
13 "notice must be of such nature as reasonabl[e] to convey the required information," with "reference
14 to the subject of which the statute deals." *Id.* at 314.

15 The subject of the HOA Lien Statute is the super-priority lien it provides, the proper
16 foreclosure of which extinguishes a mortgagee's constitutionally-protected interest in the subject
17 property. While granting super-priority to an HOA lien is a "significant departure from existing
18 practice," the HOA Lien Statute's drafters predicted that the effect on secured lenders would be
19 minimal, as the "secured lenders [would] most likely pay the [nine] months' assessments demanded
20 by the association rather than having the association foreclose on the unit." 1982 UCIOA § 3116
21 cmt. 1 (cited with approval in *SFR Investments*, 334 P.3d at 414). UCIOA's drafters presumed that
22 HOAs and their collection agents would willingly provide secured lenders with the amount of the
23 super-priority lien.
24
25

26 The Nevada Supreme Court made the same assumption when evaluating the mortgagee's due
27 process challenge in *SFR Investments*. 334 P.3d at 418. In that case, the mortgagee argued that due
28

1 process required specific notice "indicating the amount of the superpriority piece of the lien[.]" *Id.*
2 Importantly, that case was decided on a motion to dismiss, which did not allow the Nevada Supreme
3 Court to consider any facts "not apparent from the face of the complaint." *Id.* at 418 n.6. In this
4 posture, the Court rejected the mortgagee's due process challenge, stating that "nothing appears to
5 have stopped [the lender] from determining the precise superpriority amount" prior to the sale, and
6 explaining that "[i]t is well established that due process is not offended by requiring a person with
7 actual, timely knowledge of an event that may affect a right to exercise due diligence and take
8 necessary steps to preserve that right." *Id.* at 418 (quoting *In re Medaglia*, 52 F.3d 451, 455 (2d Cir.
9 1995). The Court did not decide whether due process is offended where, as here, a mortgagee
10 exercises due diligence by requesting "the precise superpriority amount in advance of the sale," and
11 the HOA refuses to provide that information. *See SFR Investments*, 334 P.3d at 418.

12
13 Here, none of the documents recorded by the HOA provide notice of the super-priority
14 portion of the HOA's lien. Nonetheless, BANA, on behalf of Republic Mortgage, reached out to
15 Red Rock and requested a payoff ledger detailing the precise amount of the super-priority lien prior
16 to the foreclosure sale. **Ex. I.** Red Rock did not provide an accurate identification of the super-
17 priority amount because simply provided an account detail with no break down of the super priority
18 and sub priority amounts. *Id.* Unlike in *SFR Investments*, where the procedural posture of that case
19 required the Court to rely on contentions in the complaint that "nothing appeared to have stopped"
20 the lender from determining the super-priority amount, here the record is clear: the only parties with
21 the information necessary to determine the super-priority amount—the HOA and the HOA
22 Trustee—refused to provide BANA with the actual super-priority amount. It is clear BANA was
23 never put on actual notice of the amount of the lien that could extinguish the senior Deed of Trust.
24
25

26 Holding that due process requires HOAs to identify the super-priority amount is not only
27 fundamentally fair—it also implements a policy of the Nevada Legislature. The Nevada Legislature,
28

1 apparently cognizant of the manipulative and evasive conduct of HOAs like the one here, now
2 requires a foreclosing HOA to identify the "amount of the association's lien that is prior to the first
3 security interest," *see* NRS 116.31162(1)(b)(2(I)), as amended by Senate Bill 306. The amended
4 statute also requires the HOA to specifically explain how the holder of a first deed of trust may
5 extinguish a super-priority lien—by tendering the identified super-priority amount no later than five
6 days before the sale. *See* NRS 116.31162(1)(b)(3(II)), as amended by Senate Bill 306. If the holder
7 of the first deed of trust records with the county recorder that it has satisfied the super-priority
8 amount, "the sale may not extinguish the first security interest as to the unit." *Id.*

10 The amendments demonstrate two key points. First, the Legislature agrees it is fundamentally
11 unfair to permit a foreclosure of a first deed of trust without ever providing notice or recording with
12 the country recorder (1) the *existence* of a super-priority lien; (2) the *amount* of the super-priority
13 lien; or (3) *how to cure* the super-priority lien before the first deed of trust is extinguished. Second,
14 the amendments demonstrate the modesty of BANA's position. If the Court rules this particular
15 foreclosure did not comport with constitutional due process requirements because of the HOA's
16 failure to identify the existence or amount of a super-priority lien, that holding would apply to only
17 those cases in which HOAs have been so evasive as to avoid identifying the super-priority amount. It
18 will also do no more than implement a requirement already endorsed by the Legislature.

20 The Due Process Clause requires a party be provided *actual* notice and an *actual* opportunity
21 to be heard prior to the deprivation of that party's property interest. *See, e.g., J.D. Constr. v. IBEX*
22 *Int'l Group*, 240 P.3d 1033, 1040 (2010). Providing notice that a lien exists, without specific notice
23 that a super-priority lien exists and the amount of that lien is a "mere gesture" of process. *See*
24 *Mullane*, 339 U.S. at 315. The notice provided to a mortgagee whose security interest is at risk of
25 extinguishment must be calculated to afford the mortgagee an opportunity to present its objections
26 or, if necessary, cure the delinquency. *Id.* at 314. But here, Republic Mortgage was provided with
27
28

1 no notice, much less actual notice, of the amount of the super-priority lien which would extinguish
2 its constitutionally-protected property interest when foreclosed. Without notice of the super-priority
3 amount, Republic Mortgage and BANA had no opportunity to protect its property interest prior to
4 the foreclosure (even though BANA did exactly what it was supposed to do – and more – by paying
5 more than 9 months of assessments). As a result, the HOA Lien Statute operated unconstitutionally
6 as applied to the circumstances of this case, invalidating the HOA foreclosure sale. Accordingly,
7 this Court should grant summary judgment in favor of Nationstar and U.S. Bank.
8

9 **D. Plaintiffs Are Not *Bona Fide* Purchasers for Value.**

10 The Court should further deny plaintiffs' motion for summary judgment and grant
11 Nationstar's and U.S. Bank's motion for summary judgment because plaintiffs cannot demonstrate
12 they are *bona fide* purchasers for value. To qualify as a bona fide purchaser, plaintiffs must show
13 they purchased the property: (1) for value; and (2) *without notice of a competing or superior*
14 *interest in the same property.* *Berge v. Fredericks*, 591 P.2d 246, 247 (Nev. 1979). Plaintiffs
15 cannot satisfy the second element, as U.S. Bank's deed of trust constitutes a competing or superior
16 interest in the property of which plaintiffs were on notice prior to their purchase of the property.
17

18 In *Bayview*, for example, the District of Nevada held that because the mortgagee's deed of
19 trust was recorded prior to the foreclosure sale, SFR Investments Pool 1 "is clearly not a bona fide
20 purchaser." *Bayview Loan Servicing, LLC v. Alessi & Koenig, LLC*, 962 F. Supp. 2d 1222, 1229 n.5
21 (D. Nev. 2013). The Eighth Judicial District has arrived at identical holdings in HOA super-priority
22 cases. For instance, in *SFR Investments Pool 1, LLC v. Nationstar Mortgage, LLC*, the court
23 determined that because the plaintiff had knowledge of the lender's deed of trust and the competing
24 claims against the property, the plaintiff was not a bona fide purchaser at the HOA foreclosure sale.
25 See *SFR Investments Pool 1, LLC v. Nationstar Mortg., LLC, et al.*, Case No. A-13-684596-C, Order
26 denying Application for Temporary Restraining Order pp. 12-13 (Aug. 5, 2013). Similarly, in
27
28

1 *Design 3.2 LLC v. Bank of N.Y. Mellon*, the court granted summary judgment in favor of the lender,
2 holding that the plaintiff was not a bona fide purchaser because it acquired the property "with actual
3 or constructive knowledge of [the lender's] interest" because the deed of trust was recorded
4 approximately three years prior to the plaintiff's purchase. *Design 3.2 LLC v. Bank of N.Y. Mellon*,
5 Case No. A-10-621628 (June 15, 2011).

6
7 Similar to the plaintiffs in the aforementioned cases, plaintiffs here cannot dispute U.S.
8 Bank's deed of trust was recorded well before the HOA Lien.⁴ This establishes plaintiffs are not
9 *bona fide* purchasers.

10 V. CONCLUSION.

11 This Court should grant Nationstar's and U.S. Bank's motion for summary judgment because
12 the HOA Lien Statute is unconstitutional under the Due Process Clause. Moreover, even if the
13 statute were constitutional, Nationstar and U.S. Bank would still be entitled to summary judgment
14 because BANA tendered the superpriority amount, extinguishing that portion of the HOA's lien.
15 Finally, Nationstar and U.S. Bank are further entitled to summary judgment because the HOA's sale
16 of the property for over an 18% discount was commercially unreasonable as a matter of law.

17 DATED this 7th day of April, 2016.

18 **AKERMAN LLP**

19 /s/ Christine M. Parvan

20 ARIEL E. STERN, ESQ.

21 Nevada Bar No. 8276

22 CHRISTINE M. PARVAN, ESQ.

23 Nevada Bar No. 10711

24 1160 Town Center Drive, Suite 330
25 Las Vegas, Nevada 89144

26 *Attorneys for Nationstar Mortgage
27 LLC and U.S. Bank, N.A., as trustee*

28 ⁴ Even though U.S. Bank was assigned the deed of trust after the notice of default was recorded, the senior deed of trust itself was recorded in 2007, over 7 years before the HOA sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of April, 2016 and pursuant to NRCP 5, I served through the electronic filing system ("Wiznet") and/or deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**, postage prepaid and addressed to:

Michael N. Beede, Esq.
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W. Sahara Avenue, Suite 420
Las Vegas, Nevada 89102

Attorneys for Plaintiff

/s/ Christine M. Parvan

An employee of AKERMAN LLP

Exhibit A



20070220-0004388

Fee: \$30.00

N/C Fee: \$0.00

02/20/2007

14:58:50

T20070030068

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway

KGP

Clark County Recorder

Page: 17

Loan Number: 2944424

APN#: 176-11-311-013

Registration Requested by:

Name: Republic Mortgage LLC.

Address: 9580 W. Sahara Ave #200

City/State/Zip: Las Vegas, NV 89117

Mail Tax Statements to:

Name: Matthew M. Bigam

Address: 1050 E. Cactus Ave. #1064

City/State/Zip: Las Vegas, NV 89183

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Signature (Print name under signature)

Sandra Gwinn

Title

Deed of Trust

(Insert Title of Document Above)

FIN: 176-11-311-013
AFTER RECORDING RETURN TO:
REPUBLIC MORTGAGE LLC

9580 W. SAHARA AVENUE
#200
LAS VEGAS, NV 89117
ATTN: FOLLOW-UP DOCS

GRANTEE:
REPUBLIC MORTGAGE LLC,
DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE
#200
LAS VEGAS, NV 89117

MAIL TAX STATEMENT TO:
MATTHEW M. BIGAM
7883 TAHOE RIDGE COURT
LAS VEGAS, NV 89139

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 15, 2007, together with all Riders to this document.

(B) "Borrower" is MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE,

Borrower is the trustor under this Security Instrument.

(C) "Lender" is REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

Lender is a NEVADA, LLC

NEVADA

#200, LAS VEGAS, NV 89117

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF NEVADA

BIGAM

LOAN #: 2944424

MIN: 100125300029444249

organized and existing under the laws of

Lender's address is 9580 WEST SAHARA AVENUE

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(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **FEBRUARY 15, 2007**. The Note states that Borrower owes Lender

FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ **479,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2037**.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

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grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY of CLARK :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 13 IN BLOCK 1 PROMONTORY V, AS SHOWN BY MAP THEREOF ON FILE
IN BOOK 126
OF PLATS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
COUNTY,
NEVADA.

which currently has the address of 7883 TAHOE RIDGE COURT

[Street]

LAS VEGAS

, Nevada

89139

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within

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a reasonable period of time. Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

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verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has -- if any -- with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note).

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Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation

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to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory

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authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 4,794.00.

2944424

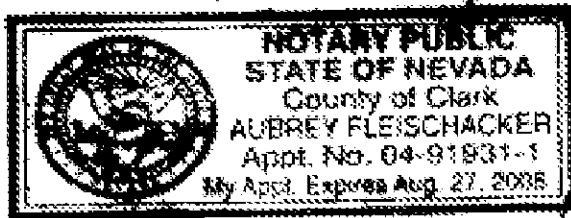
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

[Space Below This Line For Acknowledgment]

STATE OF NV
COUNTY OF Clark

This instrument was acknowledged before me on 2-16-07, by
Matthew M. Bigam and Leah Ann Bigam



Aubrey Fleischacker
Notary Public

Title (and Rank) Aubrey Fleischacker
My Commission Expires: 08-27-08

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DOCUNV13
DOCUNVD, VTX 08/25/2005

Form 3029 1/01
(page 13 of 13 pages)

PLANNED UNIT DEVELOPMENT RIDER

SIGAM

LOAN #: 2944424

MIN: 100125300029444249

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of FEBRUARY 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as
PROMONTORY V

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners

MULTISTATE PUD RIDER--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/04

DOCURP41
NSM000015.VTX 09/25/2005

(page 1 of 3 pages)

Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2944424

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

Exhibit B

Recording Requested By:
Bank of America
Prepared By: Aida Duenas
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 19714925571320445
Tax ID: 176-11-311-013
Property Address:
7883 Tahoe Ridge Ct
Las Vegas, NV 89139-6466
NV0-ADT 15188869 9/22/2011

This space for Recorder's use

MIN #: 100125300029444249

MERS Phone #: 888-679-6377

Inst #: 201110120000574

Fees: \$15.00

N/C Fee: \$0.00

10/12/2011 08:41:07 AM

Receipt #: 943408

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR7 whose address is 4000 REGENT 3RD FL, IRVING, TX 75063 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
Made By: MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE COMPANY OF NEVADA
Date of Deed of Trust: 2/15/2007 Original Loan Amount: \$479,400.00

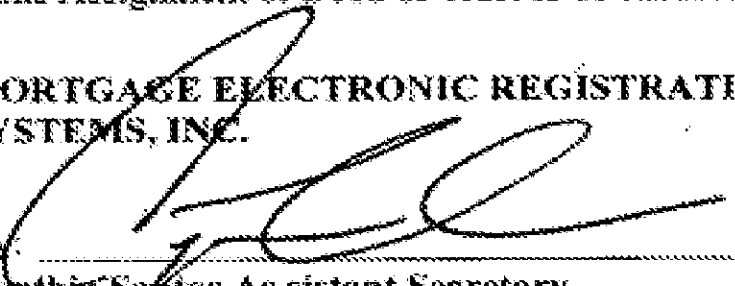
Recorded in Clark County, NV on: 2/20/2007, book 20070220, page 0004388 and instrument number N/A

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

10-3-11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 
Cynthia Santos, As sistant Secretary

State of California
County of Ventura

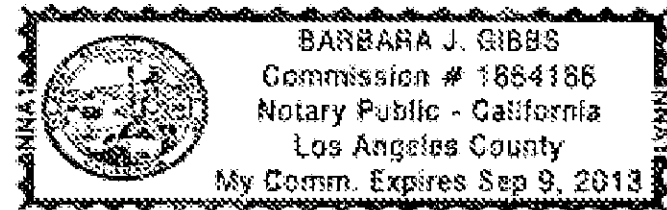
On OCT 03 2011 before me, Barbara J. Gibbs, Notary Public, personally appeared Cynthia Santos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he (she, they) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: [Signature]

(Seal)



DocID# 19714925571320445

Exhibit C

Red Rock Financial Services

Page 1

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

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

Printed: 8/10/11

NSM 000167

Red Rock Financial Services

Page 2

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

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

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

Printed: 8/10/11

NSM 000168

Exhibit D



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Opening Bid
\$3078.84

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

Date	Description	Amount	Balance	Pmt Ref #	Memo
3/8/2007	Capital Contribution - Operating	\$100.00	\$100.00		Capital Contribution - Operating
3/8/2007	Association Mgmt Payment	(\$100.00)	\$0.00		Batch Post
1/1/2008	Annual Assessment	\$156.00	\$156.00		Annual Assessment
1/7/2008	Association Mgmt Payment	(\$156.00)	\$0.00	01839	Lockbox Payment
1/1/2009	Annual Assessment	\$156.00	\$156.00		Annual Assessment
1/1/2009	Annual Assessment	\$39.00	\$195.00		Annual Assessment
3/18/2009	Association Mgmt Payment	(\$195.00)	\$0.00	02201	Lockbox Payment
1/1/2010	Annual Assessment	\$216.00	\$216.00		Annual Assessment
4/8/2010	Association Mgmt Payment	(\$216.00)	\$0.00	040810	RRFS PIF 03/10
1/1/2011	Annual Assessment	\$216.00	\$216.00		Annual Assessment
1/15/2011	Late Fees	\$25.00	\$241.00		Late Fees
4/7/2011	Mailing Costs	\$7.98	\$248.98		Bigam/Matthew M.
4/7/2011	Intent to Lien Letter	\$125.00	\$373.98		
4/7/2011	Mailing Costs	\$7.98	\$381.96		Bigam/Leah Ann
4/20/2011	Mailing Costs	\$7.98	\$389.94		Bigam/Matthew M.
4/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94		
4/20/2011	Lien Release	\$30.00	\$694.94		
4/20/2011	Lien Recording Costs	\$28.00	\$722.94		
4/20/2011	Mailing Costs	\$7.98	\$730.92		Bigam/Leah Ann
4/29/2011	Association Interest	\$0.95	\$731.87		
5/11/2011	Payoff Demand	\$150.00	\$881.87		Pacific Coast Title
5/30/2011	Association Interest	\$0.95	\$882.82		



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

6/6/2011	Intent to NOD	\$90.00	\$972.82		
6/17/2011	Notice of Default	\$375.00	\$1,347.82		
6/17/2011	Trustee Sale Guarantee	\$290.00	\$1,637.82		
6/17/2011	NOD Mailing Costs	\$79.80	\$1,717.62		
6/17/2011	NOD Release	\$30.00	\$1,747.62		
6/17/2011	NOD Recording Costs	\$14.00	\$1,761.62		
6/17/2011	NOD Release Recording Costs	\$14.00	\$1,775.62		
6/17/2011	NOD Mailing Charges Adjustment	(\$15.96)	\$1,759.66		
6/29/2011	Association Interest	\$0.95	\$1,760.61		
7/30/2011	Association Interest	\$0.95	\$1,761.56		
8/10/2011	Payoff Demand	\$150.00	\$1,911.56		Miles Legal
8/29/2011	Intent to NOS	\$90.00	\$2,001.56		
8/29/2011	Association Interest	\$0.95	\$2,002.51		
9/29/2011	Association Interest	\$0.95	\$2,003.46		
10/30/2011	Association Interest	\$0.95	\$2,004.41		
11/29/2011	Intent to Conduct Foreclosure	\$25.00	\$2,029.41		
11/30/2011	Association Interest	\$0.95	\$2,030.36		
12/22/2011	Red Rock Partial Payment	(\$300.00)	\$1,730.36	PC 138	Partial payment
12/30/2011	Association Interest	\$0.95	\$1,731.31		
1/1/2012	Annual Assessment	\$216.00	\$1,947.31		Annual Assessment
1/1/2012	Late Fees	\$25.00	\$1,972.31		Late Fees
1/1/2012	Late Fees	(\$25.00)	\$1,947.31		Late Fees
1/4/2012	Payment Plan	\$30.00	\$1,977.31		
1/15/2012	Late Fees	\$25.00	\$2,002.31		Late Fees



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944
Property Address: 7583 Tahoe Ridge Ct, Las Vegas, NV 89139
Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

1/19/2012	Red Rock Partial Payment	(\$300.00)	\$1,702.31	CC 003827773	Partial payment
1/29/2012	Association Interest	\$0.95	\$1,703.26		
2/21/2012	Red Rock Partial Payment	(\$300.00)	\$1,403.26	CC 003828169	Partial Payment
3/1/2012	Association Interest	\$1.59	\$1,404.85		
3/27/2012	Red Rock Partial Payment	(\$300.00)	\$1,104.85	CC 003967034	Partial payment
4/1/2012	Association Interest	\$0.84	\$1,105.69		
4/30/2012	Payment Breach Letter	\$25.00	\$1,130.69		
4/30/2012	Association Interest	\$0.53	\$1,131.22		
5/30/2012	Association Interest	\$1.48	\$1,132.70		
6/30/2012	Association Interest	\$1.48	\$1,134.18		
7/30/2012	Association Interest	\$1.48	\$1,135.66		
8/21/2012	Intent to Conduct Foreclosure	\$25.00	\$1,160.66		
8/29/2012	Association Interest	\$1.48	\$1,162.14		
9/29/2012	Association Interest	\$1.48	\$1,163.62		
10/30/2012	Association Interest	\$1.48	\$1,165.10		
11/29/2012	Association Interest	\$1.48	\$1,166.58		
12/30/2012	Association Interest	\$1.48	\$1,168.06		
1/1/2013	Annual Assessment	\$216.00	\$1,384.06		Annual Assessment
1/29/2013	Association Interest	\$1.48	\$1,385.54		
1/30/2013	Payoff Demand	\$150.00	\$1,535.54		Horizon Title
3/1/2013	Association Interest	\$2.43	\$1,537.97		
4/1/2013	Association Interest	\$2.43	\$1,540.40		
4/29/2013	Association Interest	\$2.43	\$1,542.83		
5/30/2013	Association Interest	\$2.43	\$1,545.26		



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944
Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Homeowner(s): Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

6/30/2013	Association Interest	\$2.43	\$1,547.69	
7/30/2013	Association Interest	\$2.43	\$1,550.12	
8/30/2013	Association Interest	\$2.43	\$1,552.55	
9/30/2013	Association Interest	\$2.43	\$1,554.98	
10/30/2013	Association Interest	\$2.43	\$1,557.41	
11/29/2013	Association Interest	\$2.43	\$1,559.84	
12/30/2013	Association Interest	\$2.43	\$1,562.27	
1/1/2014	Annual Assessment	\$216.00	\$1,778.27	Annual Assessment
1/15/2014	Late Fees	\$25.00	\$1,803.27	Late Fees
1/29/2014	Association Interest	\$2.43	\$1,805.70	
3/1/2014	Association Interest	\$3.38	\$1,809.08	
4/1/2014	Association Interest	\$3.38	\$1,812.46	
4/8/2014	Intent to Conduct Foreclosure	\$25.00	\$1,837.46	
4/29/2014	Association Interest	\$2.85	\$1,840.31	
5/30/2014	Association Interest	\$2.85	\$1,843.16	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,852.12	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,861.08	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,870.04	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,879.00	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,887.96	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,896.92	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,905.88	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,914.84	
6/26/2014	NOS Mailing Costs	\$8.96	\$1,923.80	



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

6/26/2014	NOS Mailing Costs	\$8.96	\$1,932.76
6/26/2014	NOS Mailing Costs	\$8.96	\$1,941.72
6/26/2014	NOS Mailing Costs	\$8.96	\$1,950.68
6/26/2014	NOS Mailing Costs	\$8.96	\$1,959.64
6/26/2014	NOS Mailing Costs	\$8.96	\$1,968.60
6/26/2014	NOS Mailing Costs	\$8.96	\$1,977.56
6/26/2014	NOS Mailing Costs	\$8.96	\$1,986.52
6/26/2014	NOS Mailing Costs	\$8.96	\$1,995.48
6/26/2014	NOS Mailing Costs	\$8.96	\$2,004.44
6/26/2014	NOS Mailing Costs	\$8.96	\$2,013.40
6/26/2014	NOS Mailing Costs	\$8.96	\$2,022.36
6/26/2014	NOS Mailing Costs	\$8.96	\$2,031.32
6/26/2014	Notice of Sale	\$275.00	\$2,306.32
6/26/2014	Publishing and Posting Costs	\$496.67	\$2,802.99
6/26/2014	NOS Recording Costs	\$23.00	\$2,825.99
6/30/2014	Association Interest	\$2.85	\$2,828.84
7/21/2014	Conduct Foreclosure Sale	\$125.00	\$2,953.84
7/21/2014	Prepare and Record Trustee Deed	\$125.00	\$3,078.84



Red Rock Financial Services

Account Detail

Information as of: July 21, 2014

Coronado Ranch Landscape Maintenance Corporation

Red Rock Financial Service

Account Number: 84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Homeowner(s): Matthew M. Bigam; Leah Ann Bigam; Leah Ann Bigam; Matthew M. Bigam; Matthew M. Bigam; Leah Ann Bigam; Matthew M. Bigam; Leah Ann Bigam; MATTHEW M. BIGAM; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE; LEAH ANN BIGAM; Matthew Bigam; Leah Bigam; Matthew Bigam; Leah Bigam; REPUBLIC SERVICES; NATIONSTAR MORTGAGE, LLC; State of Nevada Ombudsman for Common-Interest Communities

Balance Summary

Association

Charges

Annual Assessment	Assmnts: \$648.00	\$1,431.00 ✓
Association Interest	Late Fees: \$1 71.00	\$70.25
Capital Contribution - Operating	Interest: \$ 70.25	\$400.00
Late Fees	\$1789.25	\$100.00 ✓

Credits

Annual Assessment	\$783.00 ✓
Association Interest	\$0.00 ✓
Capital Contribution - Operating	\$400.00
Late Fees	\$29.00 ✓

Balance: \$789.25 ✓

RRFS

Charges

Conduct Foreclosure Sale	\$125.00
Intent to Conduct Foreclosure	\$75.00
Intent to Lien Letter	\$125.00
Intent to NOD	\$90.00
Intent to NOS	\$90.00
Lien for Delinquent Assessment	\$275.00

Exhibit E

Assessor Parcel Number: 176-11-311-013
File Number: R84944

Accommodation

Inst #: 201104260002234
Fees: \$14.00
N/C Fee: \$0.00
04/26/2011 12:57:56 PM
Receipt #: 753163
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7883 Tahoe Ridge Ct, Las Vegas, NV 89139

PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

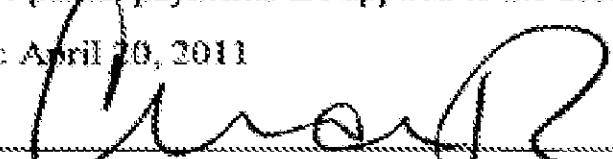
MATTHEW M. BIGAM, LEAH ANN BIGAM

The amount owing as of the date of preparation of this lien is **\$730.92.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

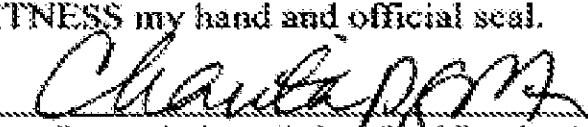
Dated: April 20, 2011


Prepared By Anna Romero, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On April 20, 2011, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

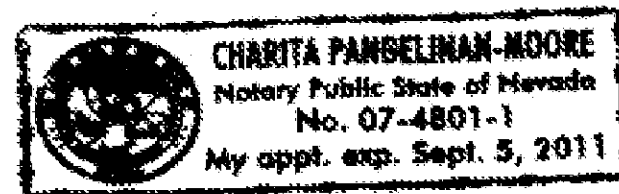


Exhibit G

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

Inst #: 20140626-0003624
Fees: \$18.00
N/C Fee: \$0.00
06/26/2014 02:51:34 PM
Receipt #: 2070366
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

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

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/26/2011 in Book Number 20110426 as Instrument Number 0002234 reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/21/2011 in Book Number 20110621 as Instrument Number 0002390 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on **07/21/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 and land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$2,825.99** as of 6/26/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

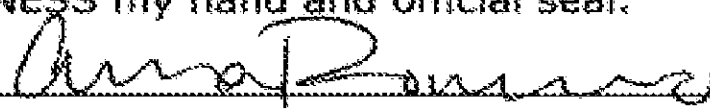
Dated: June 26, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887

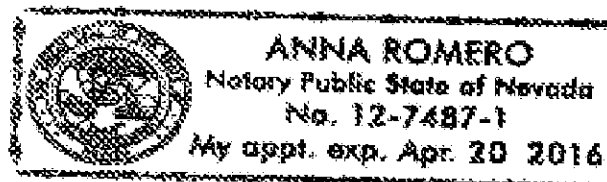


Exhibit H

③-1

Mail and Return Tax statement to:
Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

APN # 176-11-311-013

Inst #: 20140725-0000291
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1461.15 Ex: #
07/26/2014 09:00:22 AM
Receipt #: 2099631
Requestor:
ANTHONY S NOONAN IRA LLC
Recorded By: RYUD Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

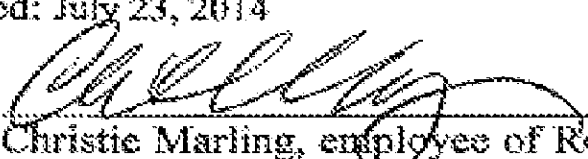
The undersigned declares:

Red Rock Financial Services, herein called agent for (Coronado Ranch Landscape Maintenance Corporation), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/26/2011 as instrument number 0002234 Book 20110426, in Clark County. The previous owner as reflected on said lien is MATTHEW M. BIGAM, LEAH ANN BIGAM. Red Rock Financial Services as agent for Coronado Ranch Landscape Maintenance Corporation does hereby grant and convey, but without warranty expressed or implied to: **Anthony S. Noonan IRA, LLC & Lou Noonan & James M. Allred IRA, LLC as tenants in common in equal shares** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 which is commonly known as 7883 Tahoe Ridge Ct Las Vegas, NV 89139.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument number 0002390 Book 20110621 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction on **07/21/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$50,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

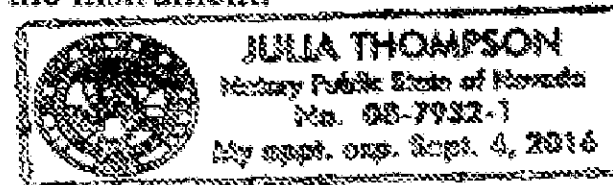
Dated: July 23, 2014


By: Christie Marling, employee of Red Rock Financial Services, agent for Coronado Ranch
Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On July 23, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




When Recorded Mail To:

Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 178-11-311-013
b) _____
c) _____
d) _____

2. Type of Property:

a) <input type="checkbox"/>	Vacant Land	b) <input checked="" type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 50,100.00
Transfer Tax Value: \$ 286,149.00
Real Property Transfer Tax Due: \$ 1466.15

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

Print Name: Red Rock Financial Services
Address: 4775 West Taco Ave #140
City: Las Vegas
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

ANTHONY S. NOONAN IRA, LLC + LOU NOONAN
Print Name: James M. Alfred IRA, LLC
Address: 2852 Loveland Dr #1807
City: Las Vegas
State: NV Zip: 89109

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Exhibit I

MILES, BERGSTROM & WINTERS, LLP AFFIDAVIT

State of California }
 }ss.
Orange County }

Affiant being first duly sworn, deposes and says:

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

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

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

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

Loan Number: [REDACTED] 5713

Borrower(s): Matthew M. and Leah Ann Bigam

Property Address: 7883 Tahoe Ridge Court, Las Vegas, Nevada 89139

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

6. Based on Miles Bauer's business records, attached as **Exhibit 1** is a copy of a July 25, 2011 letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Coronado Ranch Landscape Maintenance Corporation, care of Red Rock Financial Services.

7. Based on Miles Bauer's business records, attached as **Exhibit 2** is a copy of a Statement of Account from Red Rock Financial Services dated August 10, 2011 and received by Miles Bauer in response to the July 25, 2011 letter identified above.

8. Based on Miles Bauer's business records, attached as **Exhibit 3** is a copy of an August 26, 2011 letter from Krista J. Nielson, Esq., an attorney with Miles Bauer, to Red Rock Financial Services enclosing a check for \$162.00.

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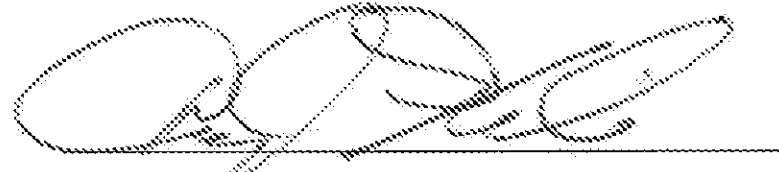
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9. Based on Miles Bauer's business records, Red Rock Financial Services returned the \$162.00 check to Miles Bauer. A copy of a screenshot containing the relevant case management note confirming the check was returned is attached as **Exhibit 4**.

FURTHER DECLARANT SAYETH NOT.

Date: 7/14/15


Declarant Douglas E. Miles

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 14th day of July, 2015,

by Douglas E. Miles, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature Arlene D. Martin (Seal)
(Signature of Notary Public)

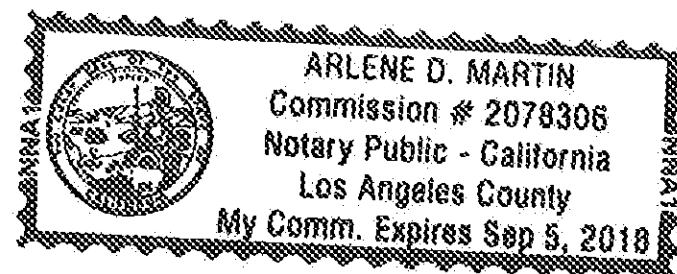


EXHIBIT 1

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENNAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY *

L. BRYANT JAQUEZ *
DANIEL L. CARTER *
GINA M. CORENA
WAYNE A. RASH *
ROCK K. JUNG
VY T. PHAM *
KRISTA J. NIELSON
HADI R. SEYED-ALI *
JORY C. GARABEDIAN
THOMAS M. MORLAN

Admitted in California
BRIAN H. TRAN *
ANNA A. GHAJAR *
CORI B. JONES *
STEVEN E. STERN

Admitted in Arizona & Illinois
ANDREW H. PASTWICK

Also Admitted in Arizona and
California

CATHERINE K. MASON *
CHRISTINE A. CHUNG *
HANH T. NGUYEN *
THOMAS B. SONG *



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

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

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

July 25, 2011

Coronado Ranch Landscape Maintenance Corporation
Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, NV 89119

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7883 Tahoe Ridge Court, Las Vegas, NV 89139*
MBBW File No. 11-H1105

Dear Sirs:

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

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

The association has a lien on a unit for:

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

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

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

NSM 000163

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

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

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

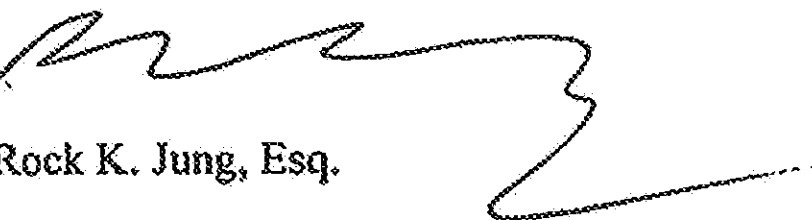
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated June 17, 2011. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BANA should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

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

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

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

EXHIBIT 2



Red Rock Financial Services

Numbers of Pages

4

August 10, 2011

Miles, Bauer, Bergstrom & Winters LLP

Attn: Alexander Bhame

Via Email: abhame@mileslegal.com

Re: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

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

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

The current balance is \$1,911.56. This demand and its balance due will expire on 8/25/11. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

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

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

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

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

Red Rock Financial Services

Page 1

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

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

Printed: 8/10/11

NSM 000167

Red Rock Financial Services

Page 2

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

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

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

Printed: 8/10/11

NSM 000168

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) RMI MANAGEMENT, LLC	
Business name/disregarded entity name, if different from above RED ROCK FINANCIAL SERVICES	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 7251 AMIGO STREET, SUITE 100 City, state, and ZIP code LAS VEGAS, NV 89119	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/10/11
-----------	---	--------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

EXHIBIT 3

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM

Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*

L. BRYANT JAQUEZ *
DANIEL L. CARTER *

GINA M. CORENA
WAYNE A. RASH *

ROCK K. JUNG

VY T. PHAM *

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California

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CHRISTINE A. CHUNG *

HANH T. NGUYEN *

THOMAS B. SONG *



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

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

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

August 26, 2011

RED ROCK FINANCIAL SERVICES

7251 Amigo Street, Suite 100
Las Vegas, NV 89119

Re: *Property Address:* 7883 Tahoe Ridge Court
ACCT NO.: R84944
LOAN #: [REDACTED] 5713
MBBW File No. 11-H1105

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$1,911.56. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

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

The association has a lien on a unit for:

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

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

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

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

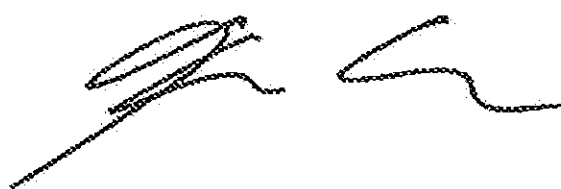
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations towards the HOA in regards to the real property located at 7883 Tahoe Ridge Court have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0471.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Krista J. Nielson, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
 Payee: RED ROCK FINANCIAL SERVICES
 11-H1105
 Initials: SRN
 Date: 8/22/2011 Amount: 162.00
 Check #: 10784

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
8/22/2011	R84944	To Cure HOA Deficiency	162.00			

Miles, Bauer, Bergstrom & Winters, LLP
 Trust Account
 1231 E. Dyer Road, #100
 Santa Ana, CA 92705
 Phone: (714) 481-9100

Bank of America
 1100 N. Green Valley Parkway
 Henderson, NV 89074
 16-66/1220
 1020
 11-H1105
 Loan # 5713

10784
 Date: 8/22/2011
 Amount \$**** 162.00

Pay \$****One Hundred Sixty-Two & No/100 Dollars
 to the order of
 RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

Security Features. Details on back.

NSM 000173

072412

597308

EXHIBIT 4

MILES, BERGSTROM & WINTERS, LLP BORROWER LETTER AFFIDAVIT

State of California }
 }ss.
Orange County }

Affiant being first duly sworn, deposes and says:

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

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

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

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

Loan Number: [REDACTED] 5713

Borrower(s): Matthew M. and Leah Ann Bigam

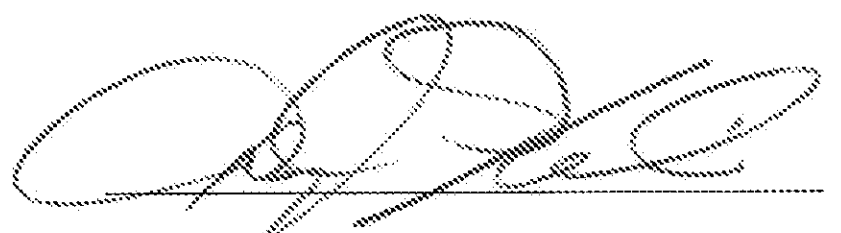
Property Address: 7883 Tahoe Ridge Court, Las Vegas, Nevada 89139

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

6. Based on Miles Bauer's business records, attached as **Exhibit 1** is a copy of a July 25, 2011 letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Matthew M. and Leah Ann Bigam.

FURTHER DECLARANT SAYETH NOT.

Date: 7/14/15


Declarant Douglas E. Miles

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

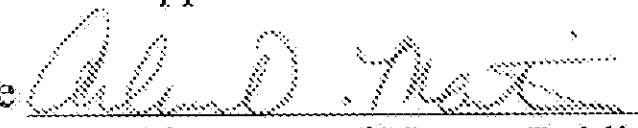
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 14th day of July, 2015,

by Douglas E. Miles, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature  (Seal)
(Signature of Notary Public)

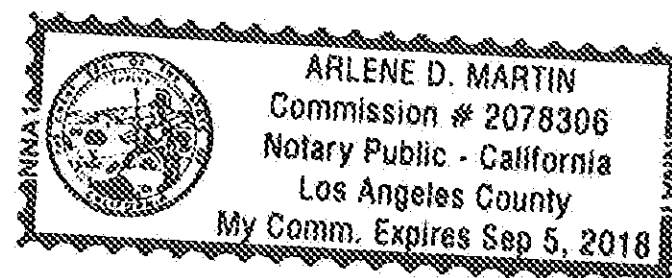


EXHIBIT 1

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENAHAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia
TAMIS CROSSBY *

L. BRYANT JAQUEZ *

DANIEL L. CARTER *

GINA M. CORENA

WAYNE A. RASH *

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THOMAS B. SONG *



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

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

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

July 25, 2011

Matthew M. & Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7883 Tahoe Ridge Court, Las Vegas, NV 89139*
MBBW File No. 11-H1105

Mr. & Mrs. Bigam:

This letter is written in response to the attached Notice of Default your HOA caused to be issued and recorded as a result of you allegedly neglecting to timely pay your required HOA assessments on the above described real property. This firm represents the interests of MERS as nominee for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to these issues. As you know, BANA is the beneficiary/servicer of the first deed of trust loan secured by the property.

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

The association has a lien on a unit for:

...

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

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

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

NSM 000179

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

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

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

Please be advised that, in the event you do not immediately bring your HOA account current by paying all sums past due, BANA *may* advance the sums necessary to protect *its lien interest* on the property. If BANA does in fact advance said sums, those sums may be added on to the balance you owe on the first position note and deed in trust you executed. BANA may do this per Nevada law and per the express terms of the note and deed of trust you executed. Further, BANA may add the attorney's fees and costs that are being incurred as a result of this matter to your loan. BANA may also do this per Nevada law and per the express terms of the note and deed of trust you executed. Please note that the HOA foreclosure sale may still occur despite any advancement of sums made by BANA in order to protect its lien interest on the property. Thus, we strongly advise that you contact your HOA and/or Red Rock Financial Services immediately and make the necessary arrangements to bring your HOA account current. If you have already brought your HOA account current with Red Rock Financial Services, then please disregard this letter.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP


Rock K. Jung, Esq.



BEST COPY AVAILABLE

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

Title Order Number: **561626-A5** Foreclosure #15
First American Title

Inst #: 201106210002390
Fees: \$14.00
N/C Fee: \$0.00
05/21/2011 12:34:09 PM
Receipt #: 819146
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: CYV Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

JUL 12 2011

Received

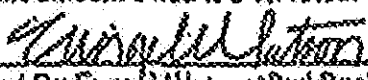
NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS
♦ IMPORTANT NOTICE ♦

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, under the Lien for Delinquent Assessments, recorded on 04/26/2011, in Book Number 20110426, as Instrument Number 0002234, reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record on said lien, land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 08/25/2000, in Book Number 20000825, as Instrument Number 02301, has been breached. As of 01/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

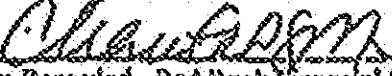
Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 17, 2011, the amount owed is \$ 1,775.62. This amount will continue to increase until paid in full.

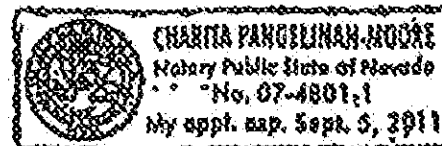

Dated: June 17, 2011
Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 17, 2011, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property**COURT MINUTES****April 08, 2016**

A-14-710465-C Anthony S Noonan IRA LLC, Plaintiff(s)
vs.
Matthew Bigam, Defendant(s)

**April 08, 2016 10:51 AM Minute Order Re: Pltf's Motion for Summary
Judgment...Nationstar and U.S. Bank's Motion for
Summary Judgment**

HEARD BY: Earley, Kerry**COURTROOM:** Chambers**COURT CLERK:** April Watkins

JOURNAL ENTRIES

- This matter came before the court for Plaintiff Anthony Noonan's Motion for Summary Judgment and Defendants' Nationstar Mortgage, LLC and U.S. Bank, N.A.'s competing Motion for Summary Judgment on March 2, 2016. At oral argument, the Court permitted the parties to conduct more discovery and permitted further briefing on the parties respective Motions for Summary Judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the March 2, 2016 hearing, parties submitted their respective supplemental briefings. Having reviewed the matters, along with all pleadings, points, and authorities cited therein, the court hereby issues its orders on Plaintiff's Motion for Summary Judgment and Defendant's competing Motion for Summary Judgment.

As to Defendants' Motion for Summary Judgment, the court FINDS there are genuine issues of material fact as to whether Defendants' tender of \$162.00 was equal to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien. Without further discovery, this Court cannot determine whether Defendants' preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority lien. Thus, the Court ORDERS Defendants' Motion for Summary Judgment DENIED.

As to both Plaintiff's Motion for Summary Judgment and Defendants' Motion for Summary Judgment, the court FINDS that Defendants' tender of payment was sufficient to preserve its interest

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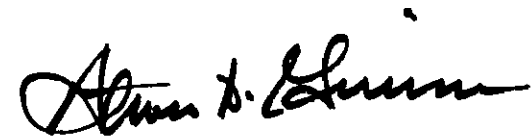
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Minutes Date: April 08, 2016

in the subject property, despite the fact that this court cannot as yet determine what the precise amount of the superpriority lien in this case consists of. Here, Defendant made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting of all charges incurred against the subject property. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the Defendants' efforts to pay the superpriority lien and preserve the Defendants' interest in the property. Therefore, the Court ORDERS that the parties may engage in discovery to determine the nature and amount of the charges incurred against the subject property, and Defendant shall be permitted to pay only those amounts included in the superpriority lien to preserve its interest in the subject property. Thus, the court ORDERS Plaintiff's Motion for Summary Judgment DENIED.

Counsel for Defendants' to prepare the ORDER, to be approved as to form and content by counsel for the Plaintiff. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is hereby ORDERED off calendar.

CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@LegalLV.com) and Ariel E. Stern, Esq., (ariel.stern@akerman.com). aw



CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and
LOU NOONAN; and JAMES M. ALLRED
IRA, LLC;

Plaintiffs,

vs.

MATTHEW M. BIGAM; and CORONADO
RANCH LANDSCAPE MAINTENANCE
CORPORATION; and REPUBLIC
MORTGAGE; and REPUBLIC
MORTGAGE LLC; and U.S. BANK
NATIONAL ASSOCIATION as Trustee for
the Certificateholders of Citigroup Mortgage
Loan Trust Inc., Mortgage pass-through
certificates, Series 2007-AR7; and BANK OF
AMERICA NA; and NATIONSTAR
MORTGAGE, LLC; and REAL TIME
RESOLUTIONS, INC.; and REPUBLIC
SILVER STATE DISPOSAL, INC.; and ROE
CORPORATIONS I-V, inclusive,
Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

**PLAINTIFFS' MOTION FOR
RECONSIDERATION OF THE
ORDER DENYING PLAINTIFFS
MOTION FOR SUMMARY
JUDGMENT**

Plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan and James M. Allred IRA, LLC
(Collectively "Plaintiffs"), by and through their attorney of record, the Law Office of Mike
Beede, hereby file their motion to have this honorable court reconsider its April 8, 2016 order
denying Plaintiffs' Motion for Summary Judgment and Defendants' Motion for Summary
Judgment.

1 This motion is made and based upon the attached memorandum of Points and
2 Authorities, and all papers and pleadings on file herein, and any oral argument allowed at the
3 time of the hearing.

4 Dated this 18th of April, 2016

6 Law Office of Mike Beede, PLLC

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Dated this 18th day of April, 2016

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I. INTRODUCTION

Plaintiffs respectfully petition this court for reconsideration of its Minute Order of April 8, 2016. The Court's order does not recognize that Plaintiffs are bona fide purchasers ("BFP's") and, as a result, fails to apply binding Supreme Court precedent on this issue. The failure to apply applicable Supreme Court precedent in this case would result in manifest injustice to Plaintiffs who are BFP's.

Plaintiffs have established through sufficient proof that they are BFP's of the subject property because they paid value and took title to same without any notice of any defect in the sale. After more than sufficient time granted to Defendants for discovery, there are no facts in the record to contest Plaintiff's status as bona fide purchasers of the property at issue. Since Plaintiffs are BFP's they are entitled to a favorable judgment against a party in Defendant's position pursuant to the guidance provided by the Nevada Supreme Court in *Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp. Inc.*, 2016 Nev. LEXIS 5 (Nev. Jan. 28, 2016). "The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive." *Id* at 29. Plaintiffs respectfully contend that this court's order is in direct contradiction with this expressly adopted position of the Nevada Supreme Court and must therefore be reconsidered as it is clearly erroneous. The motion for reconsideration should also be granted to prevent manifest injustice to the plaintiffs.

In addition, there is no reason for additional discovery. The proceeds paid by Plaintiffs to purchase the property at the foreclosure sale satisfied the HOA lien in its entirety. Therefore, Defendant cannot now make a lien payment to in order to preserve its interest in the property. The parties agree there are no material facts in dispute. The Court should therefore grant this Motion for Reconsideration and Plaintiffs' motion for summary judgment.

II. PROCEDURAL HISTORY

At the most recent hearing in this case, held March 2, 2016, the Court was advised that Nationstar chose to conduct no discovery in the five intervening months since its previous request for relief under NRCP 56(f). The Court ordered that discovery was then closed and that the parties file supplemental briefs in regard to the impact of the Nevada Supreme Court's decision in *Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp. Inc.*, 2016 Nev. LEXIS 5 (Nev. Jan. 28, 2016) on this case. The due date for the supplemental briefs was set as March 30, 2016. The Court set a new hearing date on the motions for April 13, 2016.

On March 30, 2016 Plaintiffs filed a supplemental brief discussing the impact of the Shadow Wood decision on this case. Defendant Nationstar did not file a supplemental brief until April 8, 2016, nine days after the Court's deadline. In fact, until its late filing, Defendant has never formally opposed Plaintiff's Motion for Summary Judgment in *any* briefing. By delaying its filing, Defendant gained an unfair advantage by being allowed to read and directly respond to Plaintiffs' supplemental brief before filing its own.

Only a few hours after Defendant Nationstar filed its late brief, this Court, without holding the then-scheduled April 13, 2016 hearing on the competing motions, denied Plaintiffs' and Defendant's motions for summary judgment, ordered the parties to conduct additional discovery on the amount of the super priority lien and gives Defendant Nationstar the option to pay such amount to preserve its interest in the property.

III. MOTION FOR RECONSIDERATION STANDARD

This Court "may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous." *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (internal citations omitted). Pursuant to EDCR 2.24(b), a motion for reconsideration of a ruling, other than one based on NRCP 50(b), 52(b), 59 or 60, must be filed "within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by

1 order." In the instant case, the court issued written Notice of its order denying cross-motions for
2 summary judgment on April 8, 2016, but no formal "Notice of Entry of Order" has been filed
3 with or by the court. Therefore, this motion is timely.

4 A court has discretion to depart from a prior order when (1) the motion is necessary
5 correct manifest errors of law or fact upon which the judgment is based; (2) the moving party
6 presents newly discovered or previously unavailable evidence; (3) the motion is necessary to
7 prevent manifest injustice; or (4) there is an intervening change in controlling law. *Turner*
8 *v. Burlington N. Santa Fe R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003) (quoting *McDowell v.*
9 *Calderon*, 197 F.3d 1253, 1254 n. 1 (9th Cir. 1999) (en banc)); see also *Kona Enters Inc. v.*
10 *Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000). A motion to reconsider must set forth the
11 following: (1) some valid reason why the court should revisit its prior order; and (2) facts or law
12 in support of reversing the prior decision. *Frasure v. United States*, 256 F.Supp.2d 1180, 1183
13 (D.Nev. 2003).

14 15 **IV. LEGAL ARGUMENT**

16 Through its opinion in *Shadow Wood*, the Nevada Supreme Court offered clarification to
17 District Courts as to how to properly resolve disputes over title which arise from the sale of
18 property at foreclosure pursuant to NRS 116. While parties may disagree on the interpretation of
19 the Court's holding in some regards, there is no room for dispute as to one principle: "Equitable
20 relief will not be granted to the possible detriment of innocent third parties." *Id at* 28. Thus, a
21 holding which harms a bona fide purchaser is, by definition, clearly erroneous. In light of the
22 complete lack of evidence to refute Plaintiffs' position that they are bona fide, this court must
23 reconsider its previous decision and enter judgment in favor of Plaintiffs.

24 25 **A. The Court Failed to Apply Dispositive Law in Favor of Plaintiffs as BFP's**

26 In *Shadow Wood*, the Supreme Court made it clear the only dispositive issue with respect
27 to the purchaser was whether it was a BFP. Put simply, *Shadow Wood* holds that a public
28

1 foreclosure sale cannot be set aside against a purchaser who is a BFP. Since the bank had not
2 had an opportunity to complete discovery on that narrow issue, the Supreme Court remanded. In
3 this case, Defendant has had ample opportunity to uncover evidence disproving Plaintiffs' status
4 as BFP's and has found none. Plaintiffs are BFP's pursuant to the simple and clearly defined test
5 in *Shadow Wood*. "A subsequent purchaser is bona fide under common-law principles if it takes
6 the property 'for a valuable consideration and without notice of the prior equity, and without
7 notice of facts which upon diligent inquiry would be indicated and from which notice would be
8 imputed to him, if he failed to make such inquiry.'" *Shadow Wood* at 29 (citing *Bailey v. Butner*,
9 64 Nev. 1, 19, 176 P.2d 226, 234 (1947))¹

10 Plaintiffs' timely filed Supplement in Support of Their Motion for Summary Judgment
11 clearly delineates why Plaintiffs are BFPs, but the argument can be summarized as follows:
12 Plaintiff gave value for the property, and took title with no actual or constructive knowledge of
13 any defect in the title or sale. Plaintiffs are indisputably BFP's, and there has been no evidence
14 presented or alleged to contradict this fact. Defendant makes only one argument on the issue of
15 whether Plaintiffs are BFP's; that its deed of trust is a matter of public record and was recorded
16 prior to the foreclosure sale. See *Def's Reply in Supp. of Its. Mot. Summ. Judg.* pp 17-18.
17 Defendant then cites a few inapplicable lower court cases, decided prior to the Supreme Court's
18 decision in *Shadow Wood*, to support Defendant's argument². However, the bank in the *Shadow*
19 *Wood* case made this exact argument and the Supreme Court rejected it as follows: "As to
20 notice, [bank] submits that "the simple fact that the HOA trustee is attempting to sell the
21 property, and divest the title owner of its interest, is enough to impart constructive notice onto
22 the purchaser that there may be an adverse claim to title." Essentially, then, Defendants would
23 have this court hold that a purchaser at a foreclosure sale can never be bona fide because there is

25 ¹ The Supreme Court did not impose a duty on purchasers to inquire in every case; only when there is actual or
26 constructive notice alerting them that inquiry is necessary. Rather, it placed the duty on parties with knowledge of a
27 potential defect to warn purchasers prior to sale.

28 ² In this portion of its reply brief, Defendant's counsel cites lower court cases without pointing out for the Court that
such holdings no longer have any authority after the Nevada Supreme Court's ruling on the same issue in *Shadow*
Wood. Indeed, the lower court in *Shadow Wood* agreed with the argument Defendant makes here **and the Supreme**
Court reversed on this point.

1 always the possibility that the former owner will challenge the sale post hoc. The law does not
2 support this contention.” *Shadow Wood* at 23. Since the Nevada Supreme Court has already
3 rejected the only argument Defendant raises here to disprove Plaintiffs’ status as BFP’s, this
4 Court is obligated to reject it as well.

5 This Court could and should begin and end its analysis on this point. So long as this
6 court determines that Plaintiffs are bona fide purchasers, no other facts surrounding the case are
7 relevant in determining their rights to the property. "The decisions are uniform that the bona fide
8 purchaser of a legal title is not affected by any latent equity founded either on a trust,
9 [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive." *Id* at 29.

10 Defendants errantly attempt to convince the Court of improper behavior on the part of the
11 HOA in rejecting its payment offer. Whether or not the rejection was warranted, such an
12 argument is wholly irrelevant to Plaintiffs as BFP’s. Plaintiffs are not the HOA and have no
13 knowledge of any dealings between the Defendant and the HOA. A latent defect does not taint
14 Plaintiffs’ status as BFP’s. And it is undisputed there were no publicly recorded documents,
15 such as a lis pendens, to alert Plaintiffs there may be a dispute with respect to the sale. As such
16 Plaintiffs were not on actual, constructive, or inquiry notice of the underlying dispute or
17 attempted payment between the Defendant and the HOA. Even if the amount tendered by the
18 Defendant was equal to the super-priority amount (which Plaintiffs have demonstrated it is not),
19 the failure to place prospective purchasers on notice rendered that payment permanently and
20 irrevocably ineffective against Plaintiffs.

21 Since Plaintiffs are BFP’s, the equities weigh heavily in their favor pursuant to the
22 guidance provided in *Shadow Wood*. The Supreme Court expressly stated that a party, such as
23 Nationstar, with knowledge of all the facts leading to a foreclosure sale (including knowledge of
24 a rejected tender offer such as occurred here and in *Shadow Wood*), and with ample time to warn
25 third party purchasers, can never prevail in equity against those purchasers when they fail to take
26 action to warn them. “Consideration of harm to potentially innocent third parties is especially
27 pertinent here where [bank] did not use the legal remedies available to it to prevent the property
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