

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

SPANISH HEIGHTS ACQUISITION  
COMPANY, LLC; SJC VENTURES  
HOLDING COMPANY, LLC,

Appellants

vs.

CBC PARTNERS I, LLC; CBC  
PARTNERS, LLC; 5148 SPANISH  
HEIGHTS, LLC; KENNETH ANTOS  
AND SHEILA NEUMAN-ANTOS;  
DACIA, LLC

Respondents.

Case No. 82868

Electronically Filed  
Nov 10 2021 01:24 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

APPEAL

from a decision in favor of Respondent  
entered by the Eighth Judicial District Court, Clark County, Nevada  
The Honorable Elizabeth Gonzalez, District Court Judge  
District Court Case No. A-20-813439-B

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**APPELLANTS' APPENDIX VOLUME XII**

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DATE	DESCRIPTION	VOLUME	PAGES
10/19/2020	Appendix of Exhibits to Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction	III/IV/V/VI	AA0525-1282
12/24/2020	Appendix of Exhibits to Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for	X/XI/XII/XIII/XIV	AA2178-3213

	Preliminary Injunction on Order Shortening Time		
04/29/2021	Case Appeal Statement	XVIII	AA4238-4243
04/09/2020	Complaint	I	AA0001-0010
05/04/2021	Cost Bond on Appeal	XVIII	AA4244-4247
06/04/2021	Court Minutes for Motion to Reconsider	XIX	AA4432
01/11/2021	Court Minutes for Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment	XVI	AA3589
12/24/2020	Declaration of Alan Hallberg in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time	X	AA2169-2171
11/09/2020	Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction	VI	AA1300-1327
12/24/2020	Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time	X	AA2172-2177
04/27/2020	Defendant CBC Partners I, LLC's Answer to Complaint and	I	AA0022-0045

	Counterclaimants' 5148 Spanish Heights, LLC and CBC Partners I, LLC Counterclaim Against Spanish Heights Acquisition Company, LLC, SJC Ventures, LLC, SJC Ventures Holding Company, LLC, and Jay Bloom		
06/10/2020	Defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC Answer to First Amended Complaint	I	AA0099-0116
09/03/2020	Defendants Sheila Antos and Kenneth Antos, as Trustees for the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust Answer to First Amended Complaint and Counterclaim	I	AA0136-0160
10/19/2020	Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction	III	AA0513-0524
12/24/2020	Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time	X	AA2145-2168
12/15/2020	Exhibits in Support of Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	VIII/IX/X	AA1834-2144
12/10/2020	Exhibits to Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment	VI/VII/VIII	AA1338-1804

04/06/2021	Findings of Fact and Conclusions of Law	XVIII	AA4165-4185
05/15/2020	First Amended Complaint	I	AA0046-0065
04/29/2021	Notice of Appeal	XVIII	AA4210-4237
04/10/2020	Notice of Entry of Order	I	AA0015-0021
05/29/2020	Notice of Entry of Order	I	AA0085-0090
10/02/2020	Notice of Entry of Order	I	AA0177-0184
11/03/2020	Notice of Entry of Order	VI	AA129-1299
04/20/2021	Notice of Entry of Order	XVIII	AA4186-4209
08/06/2021	Notice of the Bankruptcy Court Finding That Defendants Violated the Stay of Litigation Resulting in Void FFCL	XIX	AA4433-4442
05/18/2021	Opposition to Plaintiffs' Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration	XIX	AA4325-4402
11/03/2020	Order Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Partial Summary Judgment and Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Appointment of Receiver	VI	AA1289-1292
09/29/2020	Order Granting in Part and Denying in Part Motion to Dismiss as to Dacia, LLC	I	AA0172-0176
05/29/2020	Order Granting Plaintiffs' Motion for Preliminary Injunction on a Limited Basis	I	AA0082-0084
05/04/2021	Plaintiffs' Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order or Alternatively for Reconsideration	XVIII/XIX	AA4248-4324

12/24/2020	Plaintiffs' Opposition to Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment	XIV/XV/XVI	AA3214-3551
10/07/2020	Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction	I/II/III	AA0185-0512
12/14/2020	Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	VIII	AA1805-1833
05/28/2021	Plaintiffs' Reply in Support of Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration	XIX	AA4427-4431
11/02/2020	Plaintiffs' Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction	VI	AA1283-1288
01/01/2021	Plaintiffs' Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	XVI	AA3552-3580
02/01/2021	Preliminary Injunction Hearing and Trial – Day 1	XVI	AA3592-3701
02/01/2021	Preliminary Injunction Hearing and Trial – Day 2	XVI/XVII	AA3702-3967
02/01/2021	Preliminary Injunction Hearing and Trial – Day 3	XVII	AA3968-3981
03/15/2021	Preliminary Injunction Hearing and Trial – Day 4 (Volume I)	XVII/XVIII	AA3982-4054
03/15/2021	Preliminary Injunction Hearing and Trial – Day 4 (Volume II)	XVIII	AA4055-4152
12/10/2020	Renewed Motion to Dismiss First Amended Complaint as to Dacia,	VI	AA1328-1337

	LLC or in the Alternative Motion for Summary Judgment		
01/05/2021	Reply in Support of Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment	XVI	AA3586-3588
09/28/2020	SJC Ventures Holding Company, LLC, d/b/a SJC Ventures, LLC's Answer to Counterclaim Filed By Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust	I	AA0161-0171
07/10/2020	Spanish Heights Acquisition Company, LLC, SJC Ventures, LLC, SJC Ventures Holding Company, LLC, and Jay Bloom's Answer to Counterclaim	I	AA0117-0135
01/12/2021	Stipulation Regarding Legal Issues to Be Decided by the Court at Bifurcated Trial Continuance	XVI	AA3590-3591
05/26/2020	Summons	I	AA0066-0069
05/26/2020	Summons	I	AA0070-0073
05/26/2020	Summons	I	AA0074-0077
05/26/2020	Summons	I	AA0078-0081
06/04/2020	Summons	I	AA0091-0094
06/04/2020	Summons	I	AA0095-0098
04/09/2020	Temporary Restraining Order	I	AA0011-0014
01/05/2021	Temporary Restraining Order	XVI	AA3581-3585
03/22/2021	Transcript of Oral Ruling Re: First Motion to Dismiss Case with Certificate of Service Filed By	XVIII	AA4153-4164

	Michael R. Mushkin on Behalf of 5148 Spanish Heights, LLC		
05/18/2021	Transcript of Oral Ruling Re: Motion for Sanctions for Violation of the Automatic Stay and Related Relief Filed By James D. Greene on Behalf of Spanish Heights Acquisition Company, LLC	XIX	AA4403-4426

## **CERTIFICATE OF SERVICE**

I certify that on the 10th day of November, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I – XIX** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Michael R. Mushkin, Esq.  
MUSHKIN & COPPEDGE  
6070 S. Eastern Avenue, Suite 270  
Las Vegas, Nevada 89119  
*Attorney for Respondents*

DATED this 10th day of November, 2021.

*/s/ Natalie Vazquez*

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An Employee of MAIER GUTIERREZ & ASSOCITES



c. The Antos Parties have not declared or paid any dividends, bonuses, and Antos Parties and the SJCV Parties did not repurchase any of their Membership interests.

f. The Antos Parties and the SJCV Parties represent SHAC, and SJCV represent that the warranties and representations contained in Forbearance Agreement, the Related Agreements, and this Amendment are accurate and correct.

g. The Antos Parties and the SJCV Parties represent they continue to lawfully possess and hold 100% of the ownership interest in the Property.

h. The Antos Parties and the SJCV Parties represent they continue to acknowledge that the Amended Note, Modified Deed of Trust, and the Forbearance Agreement are legal, valid and binding agreements of the Antos Parties and the SJCV Parties.

i. The Antos Parties and the SJCV Parties represent they continue to acknowledge that CBCI has not breached any duty to the Antos Parties and the SJCV Parties in connection with the Forbearance Agreement or the Amended Note and Modified Deed of Trust. The Antos Parties and the SJCV Parties agree that CBCI has fully performed all obligations it may have had or now has to Antos Parties and the SJCV Parties.

18. The Antos Parties and the SJCV Parties represent they have not withdrawn funds in violation of the Account Control Agreement.

19. The Antos Parties and the SJCV Parties represent they continue to acknowledge that they continue to pledge their stock in SHAC as collateral for the Forbearance Agreement. The Antos Parties and the SJCV Parties represent and warrant they have not issued any new shares of stock that are not collateral for their obligation under the Forbearance Agreement.

**B. Acknowledgments and Conditions Applicable to Lease Agreement.**

**1. Options to Extend Have Terminated.**

The Lease Agreement between SHAC and SJCIV afforded SJCIV, the option to exercise two additional consecutive lease extensions consisting of a two-year term for each of the two extensions (the "SJCIV Options"). The SJCIV Options were subject to certain conditions, which included: (1) that SJCIV provide written notice of its intent to exercise the SJCIV Options, and (2) that SJCIV not be in default of the Lease Agreement. The parties acknowledge that the conditions to which the SJCIV Options were subject have been satisfied and that the SJCIV Options have been exercised.

**2. Extension of Lease Agreement**

The parties agree the Lease Agreement shall remain in effect and all terms and conditions thereunder shall continue in full force and effect.

**C. Acknowledgments and Conditions Applicable to Refinancing:**

1. If the Autos Parties and the SJCIV Parties have not paid the amounts due under the Amended Note and the Modified Deed of Trust by the end of the Extend Forbearance Period, then the SJCIV Parties shall undertake good faith efforts to obtain new mortgages as part of the SJCIV Parties efforts to refinance the various loans secured by the Property (the "Refinancing Efforts"). Specifically, the SJCIV Parties shall undertake the Refinancing Efforts with the intention of obtaining new loans that provide SJCIV with the amounts necessary to pay to CBCI the amounts that are due under the Amended Note and the Modified Deed of Trust.

2. In connection with its obligations above, SJCIV will provide CBCI with written evidence, in a form reasonably satisfactory to CBCI, that SJCIV has filed applications for mortgages to refinance the Property.

**2. Conflict or Inconsistency.** All provisions of the Forbearance Agreement and the Related Agreements that are not modified by this Amendment shall remain in full force and effect. In the event of any conflict or inconsistency of any term or provision set forth in this Amendment and the Forbearance Agreement, or the Related Agreements, this Amendment shall control.

**3. Complete Agreement.** This Amendment, the Forbearance Agreement, and the Related Agreements represent the full and complete agreement and understanding of the parties with respect to the subject matter hereof (the "Complete Agreement"). The Complete Agreement supersedes and replaces all prior and contemporaneous understandings or agreements, whether oral, written or otherwise, regarding such subject matter. Any amendment thereof must be in writing and executed by the parties hereto.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one agreement. This Amendment may be executed by the attachment of signature pages which have been previously executed.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 1<sup>st</sup> day of December 2019.

CBC Partners, LLC ("CBCP")

BY: 

Its: President

Print  
Name

John O'Hara

**Kenneth & Sheila Antos Living Trust (the "Living Trust")**

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

**K&S Trust**

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

**Kenneth Antos**

**Kenneth Antos, an Individual**

**Sheila Neumann-Antos**

**Sheila Neumann-Antos, an Individual**

**Spanish Heights Acquisition Company ("SHAC")**

BY:  \_\_\_\_\_

Its: Manager \_\_\_\_\_

Print  
Name: Jay Bloom \_\_\_\_\_

**SJC Ventures, LLC ("SJC")**

BY:  \_\_\_\_\_

Its: Manager \_\_\_\_\_

Print  
Name: Jay Bloom \_\_\_\_\_



# EXHIBIT “Q”

**When Recorded, Mail To:**

JOHN E. LEACH, ESQ.  
LEACH JOHNSON SONG & GRUCHOW  
2525 Box Canyon Drive  
Las Vegas, Nevada 89128

APN No.: 163-29-615-007

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**NOTICE OF DELINQUENT FINES AND SPECIAL ASSESSMENT LIEN**  
(Health, Safety, Welfare Violation/Special Assessment)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of the Nevada Revised Statutes, SPANISH HILLS COMMUNITY ASSOCIATION claims a lien upon the real property and buildings, improvements or structures thereon, described in Paragraph 2 below, and states the following:

1. The amount of the fines, late charges, interest, costs and penalties is \$19,660.57 as of March 11, 2020, and may increase for any additional fines, penalties or special assessments for actual damages incurred by the Association and future violations that pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the residents of Spanish Hills Community Association, for violation of Article VII, Section 7.05 and Section 7.09 of the Restated Amended Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Spanish Hill Estates, and Sections 1 and 5 of the Party and Events Guidelines Resolution, (Nuisances and Hazardous Activities – commercial fireworks, flame throwers, bypassing security measures, failure to notify Association of excessive guests at party and failure to pay deposit), as well as for any additional attorney fees and fees of the agent for the management body incurred in connection with preparation, recording and foreclosure of this lien and/or which may thereafter accrue.

2. The property against which the assessment is assessed is described as follows:

Lot Seven (7) in Block Five (5) of Spanish Hills Estates Unit 5A, as shown by Map thereof on file in Book 107, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada, more commonly known as: 5148 Spanish Heights Drive, Las Vegas, Nevada 89148.



3. The name of the record owner(s) is: Spanish Heights Acquisition Company LLC, as evidenced by a Deed of Sale, recorded November 3, 2017, in Book No. 20171103, as Instrument No. 00002240.

DATED this 12 day of March, 2020.

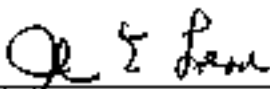
SPANISH HILLS COMMUNITY ASSOCIATION

By   
JOHN E. LEACH, ESQ., as  
Authorized Agent for Spanish Hills Community  
Association


STATE OF NEVADA        }  
                                      }  
COUNTY OF CLARK        } ss.

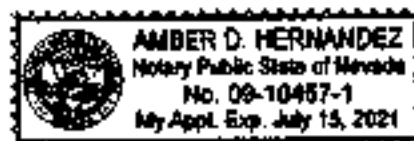
JOHN E. LEACH, ESQ., being first duly sworn, deposes and says:

That I am the Authorized Agent for SPANISH HILLS COMMUNITY ASSOCIATION in the above-entitled matter; that I have read the foregoing, Notice of Delinquent Fines and Special Assessment Lien, and know the contents thereof, and that the same is true to the best of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

  
JOHN E. LEACH, ESQ.

SUBSCRIBED and SWORN to before me  
this 12 day of March, 2020.

  
NOTARY PUBLIC, in and for said  
County and State  
Notary Seal Expiration: July 15, 2021  
Notary Appointment No.: 09-10457-1





# EXHIBIT “R”

# MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.  
L. Joe Coppedge, Esq.  
Mark C. Hafer, Esq.\*

\*of counsel

6070 South Eastern Avenue  
Suite 270  
Las Vegas, Nevada 89119

Telephone 702.454.3333  
Facsimile 702.386.4979

March 16, 2020

Via Certified Mail  
& USPS

Jay Bloom, Manager  
Spanish Heights Acquisition Company, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Via Certified Mail  
& USPS

Jay Bloom, Manager  
SJC Ventures, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Re: 5148 Spanish Heights Drive, Las Vegas, Nevada

Dear Mr. Bloom:

The above law firm has been retained to represent the interests of CBC Partners I, LLC as it relates to the Secured Promissory Note dated June 22, 2012, Amended Secured Promissory Note, Modified Deed of Trust, the Forbearance Agreement with additional collateral/security described therein, and the Amendment to Forbearance Agreement and Related Agreements (collectively the "Agreements").

This letter will serve as a Notice of Default under the Agreements. The Defaults include but are not limited to the following:

1. Evidence of homeowner's insurance coverage Pursuant to Paragraph 1(A)(6) of Amendment to Forbearance Agreement and Related Agreements;
2. Evidence of repairs pursuant to Paragraph 3(c)(1) of Exhibit B to Forbearance Agreement;
3. Evidence of Bank of America account balance of \$150,000.00 pursuant to Paragraph 6(c) of Exhibit B to Forbearance Agreement;
4. Opinion letter from SJC Ventures and 1<sup>st</sup> One Hundred Holdings counsel regarding the Judgment and Security Agreement pursuant to Paragraph 1(A)(12) of Amendment to Forbearance Agreement and Related Agreements;
5. Evidence of corporate authority for SJC Ventures and 1<sup>st</sup> One Hundred Holdings pursuant to Paragraph 1(A)(13) of Amendment to Forbearance Agreement and Related Agreements; and

March 16, 2020

Page 2

Re: 5148 Spanish Heights Drive, Las Vegas, Nevada

6. Evidence of SJC Ventures filing of applications for mortgages to refinance 5148 Spanish Heights Drive, pursuant to paragraph 1(C) of Amendment to Forbearance Agreement and Related Agreements.

Demand is hereby made to provide documentation of the above listed items within five (5) days of receipt of this letter.

In addition, this letter will serve as a Notice for Inspection of 5148 Spanish Heights Drive pursuant to paragraph 1 of Assignment of Rents and paragraph 12.1 of the Real Property Lease dated August 15, 2017. Please provide me with appropriate dates for our residential inspector to access the property to perform said inspection.

Upon receipt and review of this letter, please contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:kif  
cc: CBC Partners I, LLC

# EXHIBIT “S”



March 23, 2020

**VIA CERTIFIED MAIL**  
7015 1730 0001 3597 9631

Michael R. Mushkin, Esq.  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119

Re: *5148 Spanish Heights Drive, Las Vegas, Nevada*

Dear Mr. Mushkin:

We represent Jay Bloom and Spanish Heights Acquisition Company, LLC.

We have reviewed your "Notice of Default" correspondence dated March 16, 2020, along with the Secured Promissory Note dated June 22, 2012, Amended Promissory Note, Modified Deed of Trust, the Forbearance Agreement, and the Amendment to Forbearance Agreement and Related Agreements ("Amended Forbearance Agreement") (collectively the "Agreements").

The Amended Forbearance Agreement unambiguously states that "the parties desire to extend the Forbearance Period until March 31, 2020." See enclosed Amended Forbearance Agreement (emphasis added). Your "Notice of Default" letter appears to be operating as if the parties agreed to a deadline earlier than March 31, 2020 for compliance of the terms set forth in Section A to the Amended Forbearance Agreement. They did not, and your client has no right to unilaterally modify the terms of that governing document.

Accordingly, your "Notice of Default" letter is in violation of the Amended Forbearance Agreement, which stays any "default" actions until March 31, 2020.

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March 23, 2020

Page 2

As you are aware, the parties are in direct discussions as to this matter. Please advise your client to abide by the terms of the executed Amended Forbearance Agreement. Further, we are demanding that you immediately withdraw your improper "Notice of Default," as no such default exists.

Thank you for your anticipated cooperation.

Sincerely,

MAIER GUTIERREZ & ASSOCIATES

*/s/ Danielle J. Barraza*

Danielle J. Barraza, Esq.

DJB/ndv

Encl.: As stated.

**AMENDMENT TO FORBEARANCE AGREEMENT  
AND RELATED AGREEMENTS**

THIS AMENDMENT TO FORBEARANCE AGREEMENT AND RELATED AGREEMENTS (the "Amendment") is made and dated as of the 1st day of December 2019 by and among CBC Partners I, LLC ("CBCI"), Kenneth & Sheila Antos Living Trust (the "Living Trust"), Kenneth M. Antos & Sheila M. Neumann-Antos Trust (the "K & S Trust"), Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Living Trust and the K & S Trust, and as Personal Guarantors of the Secured Promissory Note described below, Spanish Heights Acquisition Company, LLC ("SHAC"), and SJC Ventures, LLC ("SJC") (collectively the "Parties").

WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge Agreement, an Assignment of Rents, and a Security Agreement (collectively the "Related Agreements").

WHEREAS, pursuant to the terms of the Forbearance Agreement and the Related Agreements, the Forbearance Period expired on or about August 31, 2019.

WHEREAS, subject to the terms of this Extension, the parties desire to extend the Forbearance Period until March 31<sup>st</sup>, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **AMENDMENT**

**1. Extension of Forbearance Period.** By way of Amendment to Section 4 of the Forbearance Agreement, the parties agree the Forbearance Period shall be extended to March 31<sup>st</sup>, 2020 (the "Extended Forbearance Period"). CBCI's agreement to extend the Forbearance Period is subject to the following conditions:

**A. Conditions to Extension.** The parties shall adhere to their commitments and obligations under the Forbearance Agreement and the Related Agreements. Thus, the parties agree, without limitation, as follows:

1. The Forbearance Agreement shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Forbearance Agreement.

2. The "K & S Trust", Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Living Trust and the K & S Trust, and as Personal Guarantors of the Secured Promissory Note described below (collectively the "Antos Parties"), SHAC, and SJCY represent and warrant they are not in default of the Forbearance Agreement or any of the Related Agreements.

3. SHAC and SJCY continue to be limited liability companies, organized under the laws of the State of Nevada, and are duly authorized to execute this Amendment.

4. The Antos Parties and the SJCY Parties represent that they have no knowledge of any Other Lenders having undertaken efforts to enforce any rights related to the Property.

5. The Membership Pledge Agreement executed by SJCY and the Antos Trust shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Membership Pledge Agreement.

6. SHAC will provide CBCI with evidence of homeowner's insurance coverage that is effective through March 31<sup>st</sup>, 2020.



7. The payment of the Balloon Payment described in Exhibit "B" to the Forbearance Agreement shall be due on March 31<sup>st</sup>, 2020.

8. The parties acknowledge the extension of the Lease Agreement and such Agreement shall continue to govern the lease of the premises.

9. The Membership Pledge Agreement executed by SJCIV and the Antos Trust shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Membership Pledge Agreement.

10. The Assignment of Rents Agreement shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Assignment of Rents Agreement.

11. The Account Control Agreement shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Account Control Agreement.

12. The Security Agreement shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Security Agreement. In addition, SJCIV agrees to obtain from counsel for SJCIV and 1st One Hundred Holdings, LLC, dated as of the effective date of this Amendment, in form and substance reasonably satisfactory to CBCI, to the effect that the Judgment/Lien Pledge Agreement: (i) constitutes valid and binding obligation of SJCIV and 1<sup>st</sup> One Hundred Holdings, LLC in accordance with its terms; (ii) properly evidences CBCI's First Priority Position and that no other party, apart from the Collection Professionals has priority over CBCI to receive payments in relation to the Judgment, and (iii) no ungiven notice to or obtained consent, authorization, approval or order of any court or governmental agency or body required to be obtained by SJCIV or 1<sup>st</sup> One Hundred Holdings is

required for the consummation of the transactions set forth therein. CBCI may require that the opinion of counsel address any other matters incident to the matters herein contemplated as CBCI may reasonably request.

13. SJCVC shall provide representations for SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC, dated as of the effective date of this Amendment, in form and substance reasonably satisfactory to CBCI, to the effect that: (i) both SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC are limited liability companies continue to be duly organized, validly existing and of active status under the laws of the State of Nevada; (ii) each party continues to have full power and authority to make, execute, deliver and perform the their obligations under the Security Agreement, and all corporate or other proceedings required to be taken by SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC to authorize the execution, delivery, and performance of this Security Agreement have all been duly and properly taken; (iii) the Security Agreement continues to constitute a valid and binding obligation of SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC in accordance with their respective terms;; and (iv) no ungiven notice to or obtained consent, authorization, approval or order of any court or governmental agency or body required to be obtained by SJCVC or 1<sup>st</sup> One Hundred Holdings, LLC is required for the consummation of the transactions of the Security Agreement and the Amendment. Such opinion shall include any other matters incident to the matters herein contemplated as CBCI may reasonably request. In rendering such opinion, such counsel may rely upon certificates of governmental officials and may place reasonable reliance upon certificates of officers of SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC.

14. SJCVC and 1<sup>st</sup> One Hundred Holdings, LLC have provided CBCI with a representation that: (1) identifies any parties that may be liable to SJCVC and/or 1<sup>st</sup> One Hundred Holdings, LLC for the any portion of the Judgment; (2) provides an assessment of the current

status of efforts to collect amounts owed under the Judgment; (3) states whether any parties have undertaken legal action to oppose efforts to collect the Judgment; and (4) provides an evaluation of the likelihood of a favorable outcome before the end of the Extended Forbearance Period.

15. The Guarantees identified in Section 6 Security Agreement shall remain in Section 6(g) effect and the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Guarantees.

16. The Antos Parties and the SJCV Parties represent that they have not incurred any liability or expended cash for any capital expenditures or improvements over and above \$350,000. The SJCV Parties and the Antos Parties shall provide CBCI with a statement that identifies all capital expenditures and/or capital improvement that have been made for the benefit of the Property.

17. The Antos Parties and the SJCV Parties represent and warrant:

- a. They have not incurred additional debt against the property from September 27, 2017 to present;
- b. They have not made payments of any kind (including principal, interest, or other amounts owed) on any existing or future loans related to the property from the principals of the Antos Parties and the SJCV Parties;
- c. They have not allowed any new liens to be secured by property which is owned or hereafter acquired by Antos Parties and the SJCV Parties or any of their affiliated companies;
- d. The Antos Parties and the SJCV Parties have not entered into any agreements for a party to acquire the Property; will not enter into any acquisitions without the prior approval of CBCI;

e. The Antos Parties have not declared or paid any dividends, bonuses, and Antos Parties and the SJCVC Parties did not repurchase any of their Membership Interests.

f. The Antos Parties and the SJCVC Parties represent SHAC, and SJCVC represent that the warranties and representations contained in Forbearance Agreement, the Related Agreements, and this Amendment are accurate and correct.

g. The Antos Parties and the SJCVC Parties represent they continue to lawfully possess and hold 100% of the ownership interest in the Property.

h. The Antos Parties and the SJCVC Parties represent they continue to acknowledge that the Amended Note, Modified Deed of Trust, and the Forbearance Agreement are legal, valid and binding agreements of the Antos Parties and the SJCVC Parties.

i. The Antos Parties and the SJCVC Parties represent they continue to acknowledge that CBCI has not breached any duty to the Antos Parties and the SJCVC Parties in connection with the Forbearance Agreement or the Amended Note and Modified Deed of Trust. The Antos Parties and the SJCVC Parties agree that CBCI has fully performed all obligations it may have had or now has to Antos Parties and the SJCVC Parties.

18. The Antos Parties and the SJCVC Parties represent they have not withdrawn funds in violation of the Account Control Agreement.

19. The Antos Parties and the SJCVC Parties represent they continue to acknowledge that they continue to pledge their stock in SHAC as collateral for the Forbearance Agreement. The Antos Parties and the SJCVC Parties represent and warrant they have not issued any new shares of stock that are not collateral for their obligation under the Forbearance Agreement.

**B. Acknowledgements and Conditions Applicable to Lease Agreement.**

**1. Options to Extend Have Terminated.**

The Lease Agreement between SHAC and SJCVC afforded SJCVC, the option to exercise two additional consecutive lease extensions consisting of a two years term for each of the two extensions (the "SJCVC Options"). The SJCVC Options were subject to certain conditions, which included: (1) that SJCVC provide written notice of its intent to exercise the SJCVC Options, and (2) that SJCVC not be in default of the Lease Agreement. The parties acknowledge that the conditions to which the SJCVC Options were subject have been satisfied and that the SJCVC Options have been exercised.

**2. Extension of Lease Agreement**

The parties agree the Lease Agreement shall remain in effect and all terms and conditions thereunder shall continue in full force and effect.

**C. Acknowledgements and Conditions Applicable to Refinancing.**

1. If the Antos Parties and the SJCVC Parties have not paid the amounts due under the Amended Note and the Modified Deed of Trust by the end of the Extend Forbearance Period, then the SJCVC Parties shall undertake good faith efforts to obtain new mortgages as part of the SJCVC Parties efforts to refinance the various loans secured by the Property (the "Refinancing Efforts"). Specifically, the SJCVC Parties shall undertake the Refinancing Efforts with the intention of obtaining new loans that provide SJCVC with the amounts necessary to pay to CBCI the amounts that are due under the Amended Note and the Modified Deed of Trust.

2. In connection with its obligations above, SJCVC will provide CBCI with written evidence, in a form reasonably satisfactory to CBCI, that SJCVC has filed applications for mortgages to refinance the Property.

**2. Conflict or Inconsistency.** All provisions of the Forbearance Agreement and the Related Agreements that are not modified by this Amendment shall remain in full force and effect. In the event of any conflict or inconsistency of any term or provision set forth in this Amendment and the Forbearance Agreement, or the Related Agreements, this Amendment shall control.

**3. Complete Agreement.** This Amendment, the Forbearance Agreement, and the Related Agreements represent the full and complete agreement and understanding of the parties with respect to the subject matter hereof (the "Complete Agreement"). The Complete Agreement supersedes and replaces all prior and contemporaneous understandings or agreements, whether oral, written or otherwise, regarding such subject matter. Any amendment thereof must be in writing and executed by the parties hereto.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one agreement. This Amendment may be executed by the attachment of signature pages which have been previously executed.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 1<sup>st</sup> day of December 2019.

CBC Partners I, LLC ("CBCI")

BY: 

Its: President

Print

Name John O'Hara

**Kenneth & Sheila Antos Living Trust (the "Living Trust")**

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

**K&S Trust**

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

**Kenneth Antos**

\_\_\_\_\_  
Kenneth Antos, an Individual

**Sheila Neumann-Antos**

\_\_\_\_\_  
Sheila Neumann-Antos, an Individual

**Spanish Heights Acquisition Company ("SHAC")**

BY:  \_\_\_\_\_

Its: Manager \_\_\_\_\_

Print  
Name: Jay Bloom \_\_\_\_\_

**SJC Ventures, LLC ("SJC")**

BY:  \_\_\_\_\_

Its: Manager \_\_\_\_\_

Print  
Name: Jay Bloom \_\_\_\_\_



MARK QUINLAN & ASSOCIATES

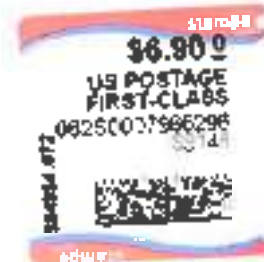
ATTORNEYS AT LAW

8816 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148

CERTIFIED MAIL



7015 1730 0001 3597 9631



Michael R. Mushkin, Esq.  
MUSHKIN & COPPEGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119



**SEND TO COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Michael R. Markkin, Esq.  
 Markkin + Coppinger  
 6070 S. Eastern Avenue, Suite 270  
 Las Vegas, NV 89119



9590 9402 2355 6225 9443 88

**2. Article Number (Transfer from service label)**

7015 1730 0001 3577 7631

PS Form 3811, July 2013 PSN 7530-02-000-9053

**DELIVER TO ADDRESSEE'S DELIVERY**

**A. Signature**

X

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1?**

☐ Yes  
 If YES, enter delivery address below. ☐ No

**3. Service Type**

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

# EXHIBIT “T”

# INSPECTION REPORT



For the Property at:  
**5148 SPANISH HEIGHTS DR**  
LAS VEGAS, NV 89148

---

Prepared for: MICHAEL MUSHKIN  
Inspection Date: Thursday, March 26, 2020  
Prepared by: Jeff and Tori Waldo



Inspector Waldo  
3026 El Camino  
Las Vegas, NV 89102  
702 501-1853

[www.inspectorwaldo.com](http://www.inspectorwaldo.com)  
[inspectorwaldo@gmail.com](mailto:inspectorwaldo@gmail.com)



March 29, 2020

Dear Michael Mushkin,

RE: Report No. 6466  
5148 Spanish Heights Dr  
Las Vegas, NV  
89148

Thanks very much for choosing us to perform your home inspection. The inspection itself and the attached report comply with the requirements of the Standards of Practice of our national Association. This document defines the scope of a home inspection.

Clients sometimes assume that a home inspection will include many things that are beyond the scope. We encourage you to read the Standards of Practice so that you clearly understand what things are included in the home inspection and report.

The report has been prepared for the exclusive use of our client. No use by third parties is intended. We will not be responsible to any parties for the contents of the report, other than the party named herein .

The report is effectively a snapshot of the house, recording the conditions on a given date and time. Home inspectors cannot predict future behavior, and as such, we cannot be responsible for things that occur after the inspection. If conditions change, we are available to revisit the property and update our report.

The report itself is copyrighted, and may not be used in whole or in part without our express written permission.

Again, thanks very much for choosing us to perform your home inspection. We offer a full satisfaction guarantee, and will return your fee in full if you are not satisfied at any time.

Sincerely,

Jeff and Tori Waldo  
on behalf of  
Inspector Waldo

Inspector Waldo  
3026 El Camino  
Las Vegas, NV 89102  
702 501-1853  
[www.inspectorwaldo.com](http://www.inspectorwaldo.com)  
[inspectorwaldo@gmail.com](mailto:inspectorwaldo@gmail.com)

# SUMMARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

This Summary outlines potentially significant issues from a cost or safety standpoint. This section is provided as a courtesy and cannot be considered a substitute for reading the entire report. Please read the complete document.

[Priority Maintenance Items](#)

## Roofing

### RECOMMENDATIONS \ Overview

**Condition:** • No roofing recommendations are offered as a result of this inspection.

## Exterior

### ROOF DRAINAGE \ Downspouts

**Condition:** • [Clogged](#)

Flat roof area on the front of the home has a clogged floor drain. Recommend cleaning and installing covers to prevent debris from falling into drain spout. Recommend repair.

**Location:** Front Roof

**Task:** Clean

**Time:** Immediate

**Cost:** Minor

### WALLS \ General notes

**Condition:** • Damage

Large wet green moss area located on the front exterior wall. It appears that the home is designed with a drain responsible for removing condensation from the tankless hot water system. Located in the upstairs mechanical room, the drain line discharges to close to the exterior wall causing the moss to grow freely. Recommend extending pipe away from the wall to prevent further damage. Wine room on opposite side of wall. Unable to view.

**Location:** Front Exterior Wall

**Task:** Improve

**Time:** Immediate

### DOORS \ Doors and frames

**Condition:** • [Stiff](#)

The exterior door in the south garage is difficult to open. Drags the ground and may have a loose frame. Recommend further evaluation and repair by a licensed contractor.

**Location:** South Exterior Garage

**Task:** Repair

**Time:** Immediate

### DOORS \ Hardware

**Condition:** • Missing or damaged

Broken door knob on the exterior electrical meter storage closet. Recommend repair.

**Location:** South Exterior Wall Utility Room

**Task:** Repair

**Time:** Immediate

# SUMMARY

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Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Cost:** Minor

**Condition:** • Missing or damaged

All 2nd floor exterior doors have hardware that does not function as intended and doors that are difficult to open.

Recommend repair by a licensed door repair contractor.

**Location:** West Exterior

**Task:** Repair

**Time:** Immediate

**Condition:** • Missing or damaged

The French door just south of the front door entry have door knobs that do not function as intended. Recommend repair by a licensed contractor.

**Location:** West First Floor

**Task:** Repair

**Time:** Immediate

**Condition:** • Missing or damaged

The single door at the front loading area has a door knob that does not function as intended. Recommend repair.

**Location:** West First Floor

**Task:** Repair

**Time:** Immediate

## PORCHES, DECKS, STAIRS, PATIOS AND BALCONIES \ Floors

**Condition:** • The balconies floors on the northwest and southwest side of the home have some cracked grout lines promoting water penetration. The southwest balcony being the worst of the two. Recommend regular maintenance to prolong lifespan.

**Location:** Front Exterior Balcony

**Task:** Repair

**Time:** Regular maintenance

**Condition:** • [Concrete spalled](#)

Middle section of the rear balcony flooring shows signs of moisture spalling. White efflorescence noted in the grout denotes water penetration. Recommend further evaluation by a licensed contractor.

**Location:** East Second Floor Balcony

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Depends on work needed

## LANDSCAPING \ General notes

**Condition:** • Vines on building

Vines and plants growing on or to close to the exterior wall. Recommend removal and regular maintenance.

**Location:** Rear Exterior Wall

**Task:** Remove

**Time:** Regular maintenance

# SUMMARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## LANDSCAPING \ Walkway

**Condition:** • [Uneven \(trip hazard\)](#)

Raised sidewalk at the south side yard just inside the entry gate. Recommend repair.

**Location:** South Yard

**Task:** Repair

**Time:** Less than 1 year

## Electrical

### SERVICE BOX, GROUNDING AND PANEL \ Service box

**Condition:** • [Unprotected openings](#)

One opening noted at the right side main meter box. Recommend repair.

**Location:** South Exterior Utility Room

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

### DISTRIBUTION SYSTEM \ Wiring - damaged or exposed

**Condition:** • [Exposed on walls or ceilings](#)

Exposed electrical wire noted at the rear patio area. Associated with rope lights along the bottom of patio walls and fireplaces. Recommend repair.

**Location:** Rear Exterior

**Task:** Repair

**Time:** Less than 1 year

**Cost:** Minor

### DISTRIBUTION SYSTEM \ Outlets (receptacles)

**Condition:** • [Test faulty on GFCI/GFI \(Ground Fault Circuit Interrupter\)](#)

The G.F.I. outlet left of the butlers quarters sink did not function when tested. Recommend repair.

**Location:** Butlers quarters

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

### DISTRIBUTION SYSTEM \ Lights

**Condition:** • [Inoperative](#)

Both ceiling lights in the electrical meter utility closet did not operate when tested. Recommend repair.

**Location:** South Exterior Utility Room

**Task:** Repair

**Time:** Immediate

**Cost:** Less than \$100

### DISTRIBUTION SYSTEM \ Smoke alarms (detectors)

**Condition:** • Missing

Smoke alarms missing from few upstairs bedrooms. Recommend repair.

# SUMMARY

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Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Location:** Second Floor Bedroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

## Heating

### FURNACE \ Life expectancy

**Condition:** • [Inoperative](#)

Gas furnace associated with kitchen (unit 1) did not function when tested. May be associated with damper problems/new thermostats. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Kitchen

**Task:** Further evaluation

**Time:** Immediate

### FIREPLACE \ Gas fireplace

**Condition:** • [Inoperative](#)

Remote controls not found for both upstairs fire places. Unable to test. Recommend further evaluation.

**Location:** Second Floor

**Task:** Further evaluation

**Time:** Immediate

## Cooling & Heat Pump

### AIR CONDITIONING \ General notes

**Condition:** • Damper system in few locations did not function properly. Owner disclosed difficulty getting thermostats to function reliably. Recommend service by a licensed HVAC contractor.

**Location:** Master bathroom, downstairs hall, kitchen

**Task:** Service

**Time:** Immediate

### AIR CONDITIONING \ Life expectancy

**Condition:** • [Inoperative](#)

A/C unit 1 did not function when tested. May be associated with problems with damper system/new thermostats. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Kitchen

**Task:** Further evaluation

**Time:** Immediate

### AIR CONDITIONING \ Compressor

**Condition:** • [Short cycling](#)

A/C condenser for downstairs office and hall (unit 5) cycled on and off continuously when tested. Recommend service by a licensed HVAC contractor.

**Location:** First Floor Office



# SUMMARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Task:** Service

**Time:** Immediate

## AIR CONDITIONING \ Evaporator coil

**Condition:** • [Temperature split too low](#)

A/C unit number 3 for dining area did not appear to cool effectively. Thirteen degree temperature split noted where twenty degrees is ideal. Recommend service by a licensed HVAC contractor.

**Location:** Dining Room

**Task:** Service

**Time:** Less than 1 year

## AIR CONDITIONING \ Condensate system

**Condition:** • Signs of condensate leaks noted at three evaporator units. Unable to determine if repairs have been made. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Various Units

**Task:** Further evaluation

**Time:** Less than 1 year

## AIR CONDITIONING \ Evaporator fan

**Condition:** • Blower fans in north hall (unit 5) and south hall (unit 6) run constantly. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Various

**Task:** Further evaluation

**Time:** Immediate

## AIR CONDITIONING \ Thermostat

**Condition:** • [Inoperative](#)

Thermostat for A/C unit 2 in upstairs living area was inoperative. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Second Floor Living Room

**Task:** Further evaluation

**Time:** Immediate

## Insulation and Ventilation

### ATTIC/ROOF \ Insulation

**Condition:** • [Gaps or voids](#)

Cocoon insulation has dropped at one location in attic over utility room. Recommend repair by a licensed contractor.

**Location:** Southeast Second Floor Attic

**Task:** Repair

**Time:** Less than 1 year

# SUMMARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Plumbing

### GAS SUPPLY \ Gas piping

**Condition:** • Concealed connections

Hidden gas line connections noted under the exterior barbecue grill. Unable to locate shut off valve. Recommend repair by a licensed plumbing contractor.

**Location:** Rear Yard

**Task:** Repair

**Time:** Immediate

**Cost:** Depends on work needed

### FIXTURES AND FAUCETS \ Faucet

**Condition:** • Low hot water flow noted in one master bathroom sink faucet. Recommend repair.

**Location:** Master Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

**Condition:** • [Stiff or inoperative](#)

The insta-hot and cold faucet in the butlers quarters did not function when tested. Recommend repair.

**Location:** Butlers quarters

**Task:** Repair

**Time:** Discretionary

### FIXTURES AND FAUCETS \ Basin, sink and laundry tub

**Condition:** • Drain stop ineffective

Both sink stops in the master bathroom did not function as intended. Recommend repair.

**Location:** Master Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

### FIXTURES AND FAUCETS \ Bathtub enclosure

**Condition:** • [Leak](#)

Visible moisture damage to the enclosure of the 1st bedroom bath on the south side of the home. Cracked surface with visible moisture damage on the walls next to the tub and damage to the wall and baseboard in the adjoining hallway.

Recommend further evaluation and repair by a licensed contractor.

**Location:** South First Floor Bedroom

**Task:** Replace

**Time:** Immediate

**Cost:** Depends on approach

### FIXTURES AND FAUCETS \ Shower stall enclosure

**Condition:** • [Leak](#)

Moisture stains that test wet noted on the exterior of the master bath shower enclosure. Recommend further evaluation and repair by a licensed contractor.

# SUMMARY

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Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Location:** Master Bathroom

**Task:** Further evaluation

**Time:** Immediate

**Condition:** • [Tile loose, broken or missing tile](#)

The upstairs master shower enclosure has several cracked tile at the threshold. Grout and caulking needed throughout. Recommend repair by a licensed contractor.

**Location:** Second Floor Master Bathroom

**Task:** Repair

**Time:** Immediate

**Condition:** • [Tile loose, broken or missing tile](#)

Cracked tile at the threshold and missing grout in few tiles noted in the southeast bedroom shower enclosure. Recommend repair by a licensed contractor.

**Location:** Southeast Bathroom

**Task:** Repair

**Time:** Immediate

**Condition:** • [Tile loose, broken or missing tile](#)

Several cracked or broken tile noted in the master shower enclosure. Grout missing in several spots. Recommend repair by a licensed contractor.

**Location:** Master Bathroom

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Depends on work needed

## Interior

### CEILINGS \ General notes

**Condition:** • Water stains

Minor moisture stains and drywall cracks noted in the top of the west hall doorway leading into the powder room and west garage. Visual inspection in the attic space above the stains shows condensation lines and water lines. Unable to reach this area. Wall tested wet. Recommend further evaluation and repair by a licensed contractor.

**Location:** West Hall

**Task:** Monitor

**Time:** Less than 1 year

**Condition:** • Water stains

Dry Moisture stain noted in the ceiling of the right side master closet. Visual inspection of the attic above the stain shows water manifolds with signs of past leaks. Recommend further evaluation and repair by a licensed contractor.

**Location:** Master Bedroom

**Task:** Further evaluation

**Time:** Immediate

# SUMMARY

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Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## FLOORS \ Carpet on floors

**Condition:** • [Stains](#)

**Location:** Throughout Bedroom

**Task:** Further evaluation

**Time:** Immediate

## WINDOWS \ General notes

**Condition:** • Inoperative

Three inoperative casement windows noted in 3 bedrooms. Two appear to be missing handles and one is damaged. See pics. for locations. Recommend repair.

**Location:** First Floor Bedroom

**Task:** Repair

**Time:** Immediate

**Cost:** Depends on work needed

## WINDOWS \ Glass (glazing)

**Condition:** • [Cracked](#)

Four fixed windows in the front of the wine room appear to be cracked. No visual inspection made on the interior. Recommend further evaluation and repair by a licensed window repair contractor.

**Location:** Front

**Task:** Further evaluation

**Time:** Immediate

## DOORS \ Doors and frames

**Condition:** • [Damage](#)

The upstairs northwest bedroom entry door appears damaged. Recommend repair or replacement.

**Location:** Northwest Second Floor Bedroom

**Task:** Repair

**Time:** Immediate

## APPLIANCES \ Dishwasher

**Condition:** • Backflow prevention missing

The Both dishwashers drains in the kitchen are missing backflow prevention. Recommend repair.

**Location:** Kitchen

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

## APPLIANCES \ Waste disposal

**Condition:** • Inoperative

The garbage disposal in the bar area did not function when tested. Recommend repair.

**Location:** Bar

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Minor

# SUMMARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## COMMENTS \ Additional

**Condition:** • The elevator did not function as intended. I went in at the 1st floor, pushed the button and everything functioned normally until I attempted to open the door to get out onto the 2nd floor and the door would not open. So, I returned to the 1st floor and all functioned normally. Recommend further evaluation by a licensed elevator contractor.

**Task:** Further evaluation

**Time:** Immediate

## Pool/Spa

### RECOMMENDATIONS \ General

**Condition:** • Few small leaks noted at control valves and piping at pool equipment. Recommend repair by a licensed contractor.

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

**Condition:** • Pump labeled fountain pump was dry and did not prime when tested. Recommend service by a licensed contractor.

**Task:** Service

**Time:** Immediate

**Condition:** • Pop up cleaning system did not appear to function properly. Few heads remained up or did not pop up. One missing head. System did not appear to cycle through pool. Recommend further evaluation by a licensed contractor.

**Task:** Further evaluation

**Time:** Discretionary

### HEATER \ Gas

**Condition:** • Gas spa heater cycled off after less than 5 minutes of operation. Recommend service by a licensed contractor.

**Task:** Service

**Time:** Immediate

### ELECTRICAL \ Spa light

**Condition:** • Inoperative

Spa light did not function when tested. Recommend repair.

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

This concludes the Summary section.

The remainder of the report describes each of the home's systems and also details any recommendations we have for improvements. Limitations that restricted our inspection are included as well.

The suggested time frames for completing recommendations are based on the limited information available during a

# SUMMARY

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Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

pre-purchase home inspection. These may have to be adjusted based on the findings of specialists.

[Home Improvement - ballpark costs](#)

# ROOFING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

### Sloped roofing material:

- [Concrete tile](#)



1. Concrete tile



2. Concrete tile



3. Concrete tile



4. Concrete tile



# ROOFING

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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



5. Concrete tile



6. Concrete tile



7. Concrete tile



8. Concrete tile



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SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



9. Concrete tile



10. Concrete tile



11. Concrete tile

**Approximate age:** • 12 years

**Typical life expectancy:** • 30-40 years

## Limitations

**Inspection performed:** • From roof edge

# ROOFING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Recommendations

### RECOMMENDATIONS \ Overview

1. **Condition:** • No roofing recommendations are offered as a result of this inspection.

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

Gutter & downspout material: • [Galvanized steel](#) • [Plastic](#)

Gutter & downspout type:

• [Integral/built-in](#)

Surface drains with built in downspouts throughout all exterior balconies and flat roof.



12. Integral/built-in



13. Integral/built-in



14. Integral/built-in



15. Integral/built-in



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



16. Integral/built-in

Lot slope: • [Flat](#)

Soffit (underside of eaves) and fascia (front edge of eaves): • [Stucco](#)

Wall surfaces and trim:

• [Stucco](#)



17. Stucco

• [Artificial Stone](#)



18. Stucco

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



19. Artificial Stone

## Driveway:

- Stamped concrete



20. Stamped concrete

## Walkway:

- Stamped concrete

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



21. Stamped concrete



22. Stamped concrete



23. Stamped concrete

## Exterior steps:

- Concrete
- No performance issues were noted.



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



24. No performance issues were noted.



25. No performance issues were noted.



26. No performance issues were noted.



27. No performance issues were noted.

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



28. No performance issues were noted.

## Balcony:

- Metal railings



29. Metal railings

- Waterproofing membrane



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



30. Waterproofing membrane



31. Waterproofing membrane

## Patio:

- Concrete
- No performance issues were noted.



32. No performance issues were noted.



33. No performance issues were noted.

**Fence:** • Concrete Block

## Fence:

- Wrought iron

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



34. Wrought iron

- No performance issues were noted.

## Garage vehicle doors:

- Present



36. Garage



35. Wrought iron



37. Present

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



38. Garage doors

## Recommendations

### ROOF DRAINAGE \ Downspouts

#### 2. Condition: • [Clogged](#)

Clogged drain cover on the rear northeast balcony. Recommend cleaning.

**Location:** Northeast First Floor Balcony

**Task:** Clean

**Time:** Immediate

**Cost:** Minor

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

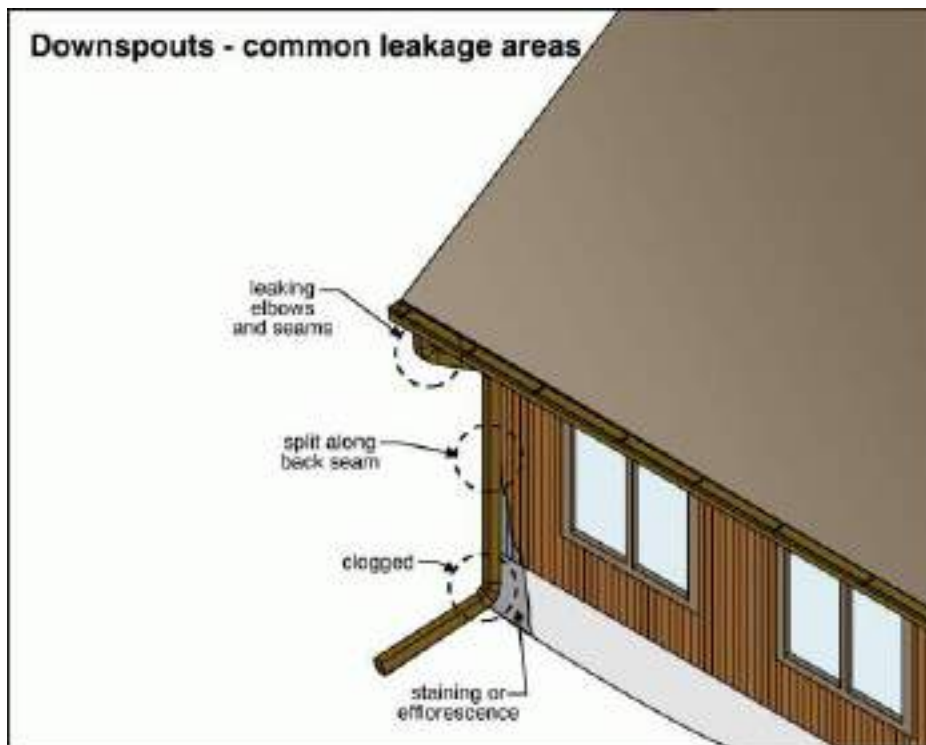
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



39. Clogged

### 3. Condition: • [Clogged](#)

Flat roof area on the front of the home has a clogged floor drain. Recommend cleaning and installing covers to prevent debris from falling into drain spout. Recommend repair.

**Location:** Front Roof

**Task:** Clean

**Time:** Immediate

**Cost:** Minor



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



40. Clogged

## 4. Condition: • [Clogged](#)

Northwest balcony built in drain is clogged. Recommend repair.

**Location:** Northwest Second Floor Balcony

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



41. Clogged

## WALLS \ General notes

### 5. Condition: • Damage

Large wet green moss area located on the front exterior wall. It appears that the home is designed with a drain responsible for removing condensation from the tankless hot water system. Located in the upstairs mechanical room, the drain line discharges too close to the exterior wall causing the moss to grow freely. Recommend extending pipe away from the wall to prevent further damage. Wine room on opposite side of wall. Unable to view.

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Location:** Front Exterior Wall

**Task:** Improve

**Time:** Immediate



42. Damage

## WALLS \ Masonry (brick, stone) and concrete

### 6. Condition: • [Masonry deterioration](#)

Small pieces of rock siding are coming loose from walls over the garage and front side. Recommend regular maintenance.

**Location:** Front Exterior Wall

**Task:** Repair

**Time:** Regular maintenance

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

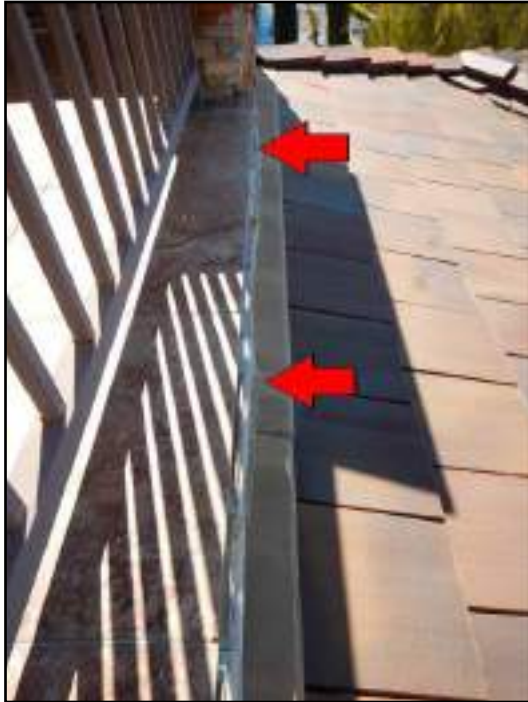
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



43. Masonry deterioration



44. Masonry deterioration



45. Masonry deterioration



46. Masonry deterioration

## WALLS \ Stucco

### 7. Condition: • [Cracked](#)

Few common cracks, ding and dents, small holes in soffits. See pic. for locations.

**Location:** Front Exterior Wall

**Task:** Repair

**Time:** Regular maintenance

**Cost:** Minor

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

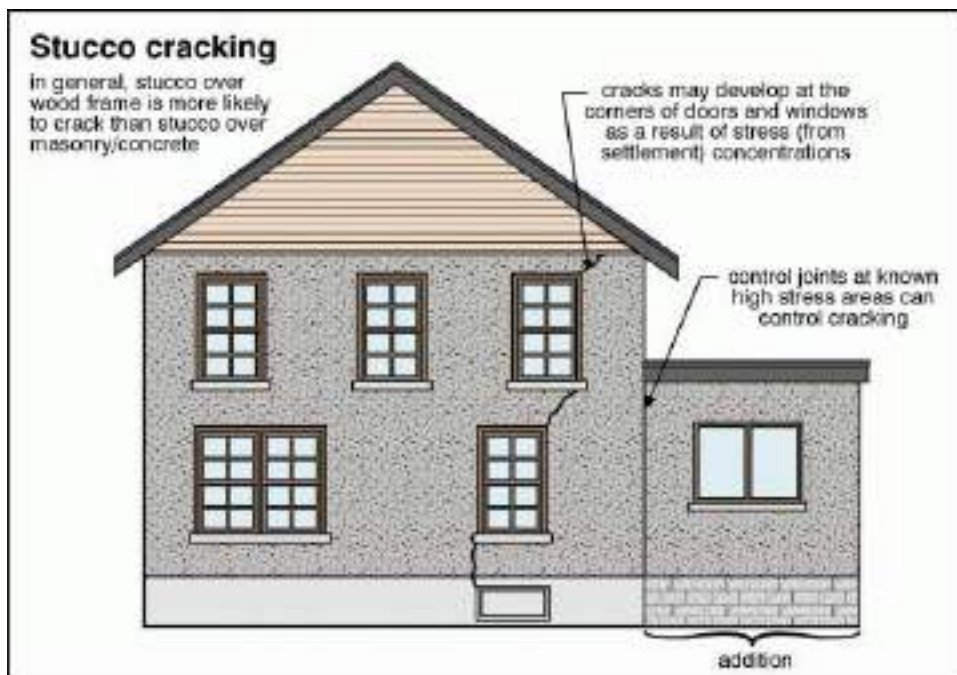
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



47. Cracked



48. Cracked/damage



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



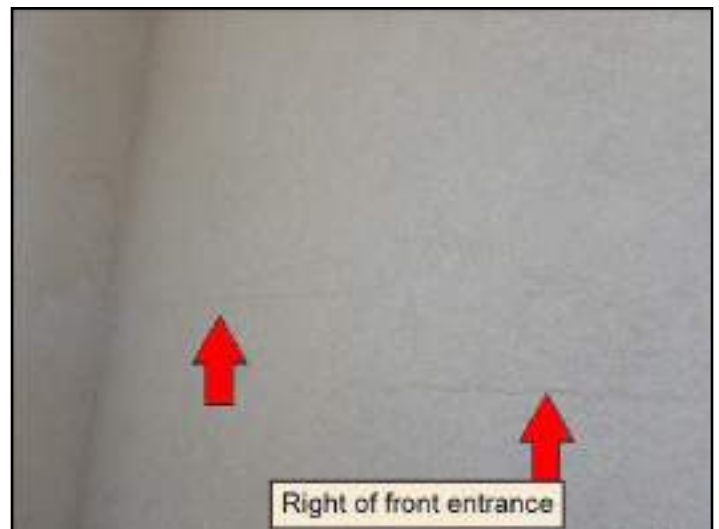
49. Cracked



50. Cracked



51. Dents west balcony



52. Cracked

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

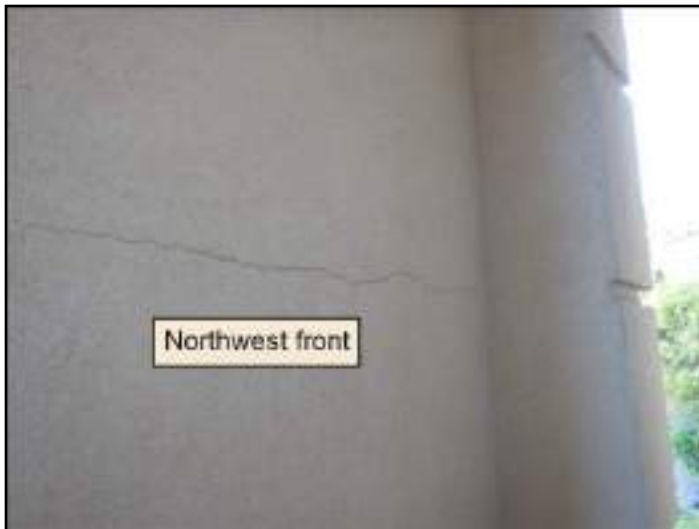
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



53. Cracked



54. Cracked/hole



55. Cracked/hole



56. Cracked/damage

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



57. Dents

## DOORS \ Doors and frames

### 8. Condition: • [Stiff](#)

The exterior door in the south garage is difficult to open. Drags the ground and may have a loose frame. Recommend further evaluation and repair by a licensed contractor.

**Location:** South Exterior Garage

**Task:** Repair

**Time:** Immediate



58. Stiff

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## 9. Condition: • [Delaminated](#)

Exterior door face is loose on one aluminum door on the southwest balcony. Recommend repair by a licensed door contractor.

**Location:** Southwest Exterior Balcony

**Task:** Repair

**Time:** Immediate



59. Delaminated

## DOORS \ Hardware

### 10. Condition: • Missing or damaged

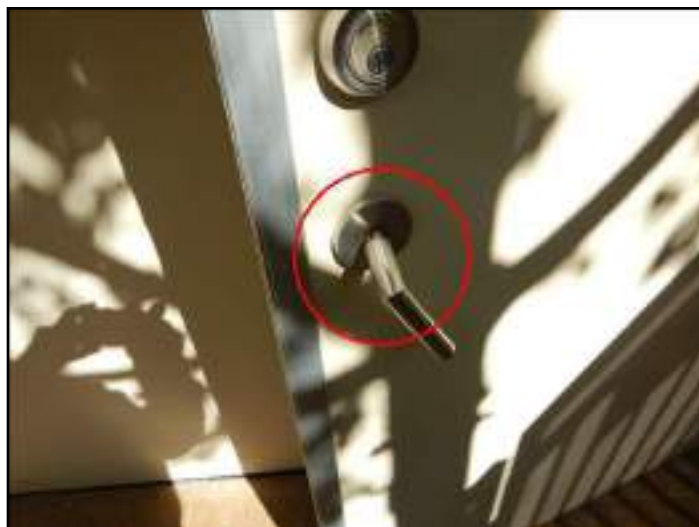
Broken door knob on the exterior electrical meter storage closet. Recommend repair.

**Location:** South Exterior Wall Utility Room

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



60. Missing or damaged

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## 11. Condition: • Missing or damaged

All 2nd floor exterior doors have hardware that does not function as intended and doors that are difficult to open. Recommend repair by a licensed door repair contractor.

**Location:** West Exterior

**Task:** Repair

**Time:** Immediate



61. Missing or damaged



62. Missing or damaged



63. Missing or damaged

## 12. Condition: • Missing or damaged



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

The French door just south of the front door entry have door knobs that do not function as intended. Recommend repair by a licensed contractor.

**Location:** West First Floor

**Task:** Repair

**Time:** Immediate



64. Missing or damaged

**13. Condition:** • Missing or damaged

The single door at the front loading area has a door knob that does not function as intended. Recommend repair.

**Location:** West First Floor

**Task:** Repair

**Time:** Immediate



65. Missing or damaged

## PORCHES, DECKS, STAIRS, PATIOS AND BALCONIES \ Floors

**14. Condition:** • The balconies floors on the northwest and southwest side of the home have some cracked grout lines

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

promoting water penetration. The southwest balcony being the worst of the two. Recommend regular maintenance to prolong lifespan.

**Location:** Front Exterior Balcony

**Task:** Repair

**Time:** Regular maintenance



66. Cracked grout lines



67. Cracked grout lines



68. Cracked grout lines



69. Cracked grout lines

**15. Condition:** • [Concrete spalled](#)

Middle section of the rear balcony flooring shows signs of moisture spalling. White efflorescence noted in the grout denotes water penetration. Recommend further evaluation by a licensed contractor.

**Location:** East Second Floor Balcony

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Depends on work needed

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



70. Tile spalled



71. Tile spalled

## LANDSCAPING \ General notes

**16. Condition:** • Vines on building

Vines and plants growing on or to close to the exterior wall. Recommend removal and regular maintenance.

**Location:** Rear Exterior Wall

**Task:** Remove

**Time:** Regular maintenance



72. Vines on building



73. Vines on building



# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



74. Vines on building



75. Vines on building



76. Vines on building



77. Vines on building

# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



78. Vines on building



79. Bushes on building

## LANDSCAPING \ Walkway

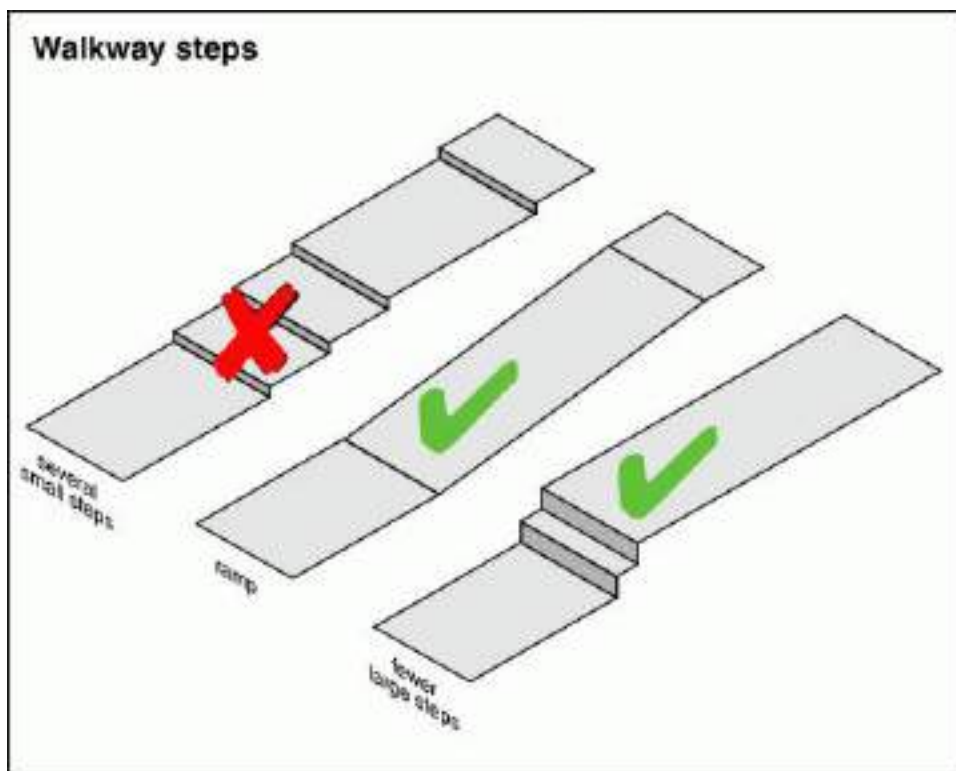
### 17. Condition: • Uneven (trip hazard)

Raised sidewalk at the south side yard just inside the entry gate. Recommend repair.

**Location:** South Yard

**Task:** Repair

**Time:** Less than 1 year





# EXTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

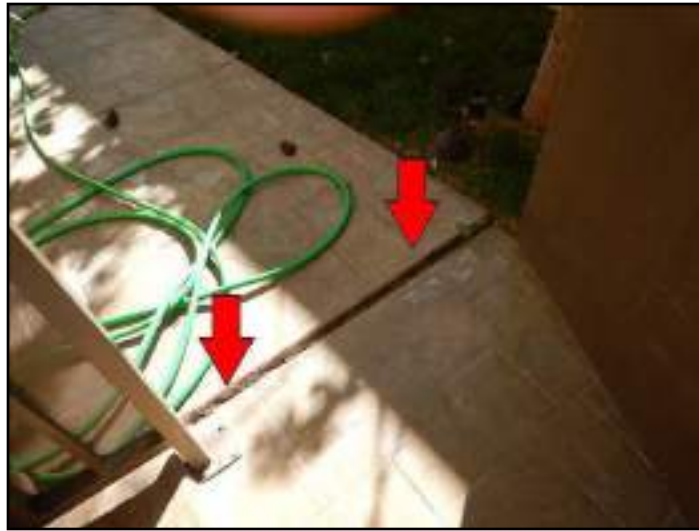
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



80. Uneven (trip hazard)

## LANDSCAPING \ Patios

**18. Condition:** • The barbecue grill does not light with ignitor. Grill is in need of maintenance and cleaning. Recommend repair.

**Location:** Rear Yard

**Task:** Repair

**Time:** Regular maintenance



81. Grill needs maintenance



82. Ignitor not functional

# STRUCTURE

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**Configuration:** • [Slab-on-grade](#)

**Foundation material:** • [Poured concrete](#)

**Floor construction:** • [Concrete](#)

**Exterior wall construction:** • [Wood frame](#)

**Roof and ceiling framing:** • [Trusses](#) • [Oriented Strand Board \(OSB\) sheathing](#)

## Recommendations

### RECOMMENDATIONS \ Overview

**19. Condition:** • No structure recommendations are offered as a result of this inspection.

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**Service entrance cable and location:** • [Not visible](#)

**Service size:** • 600 amps(240 volts) x 2



83. Electrical meter south side



84. Electrical meter south side

**Main disconnect/service box rating:**

• [200 Amps](#)

200 amps main disconnect x 6

**Main disconnect/service box type and location:**

• [Breakers - exterior wall](#)

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



85. Breakers - exterior wall



86. Breakers - exterior wall

System grounding material and type: • [Not visible](#)

Distribution panel type and location:

• [Breakers - utility room](#)

All breaker panels located in the upstairs southwest mechanical room.



87. Breakers - utility room



88. Breakers - utility room

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

**ELECTRICAL**

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



89. Breakers - utility room



90. Breakers - utility room



91. Breakers - utility room



92. Breakers - utility room



# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

**ELECTRICAL**

HEATING

COOLING

INSULATION

PLUMBING

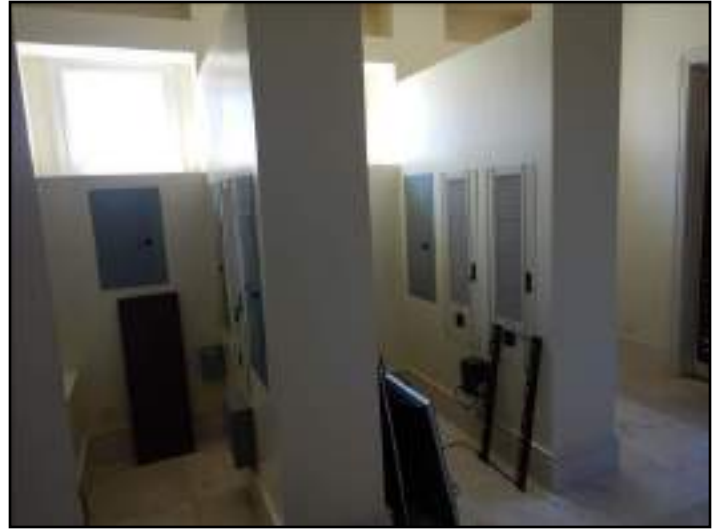
INTERIOR

POOL/SPA

REFERENCE



93. Breakers - utility room



94. Breakers - utility room



95. Breakers - utility room

## Distribution panel rating:

- [200 Amps](#)
- 200 amps x 8

Distribution wire (conductor) material and type: • [Copper - non-metallic sheathed](#) • [Aluminum to major appliances](#)

Type and number of outlets (receptacles): • [Grounded - typical](#)

Circuit interrupters: Ground Fault (GFCI) & Arc Fault (AFCI): • [GFCI - bathroom](#) • [GFCI - exterior](#) • [GFCI - garage](#) •

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

GFCI - kitchen • [AFCI - panel](#)

Smoke alarms (detectors): • [Present](#)

## Limitations

**Not included as part of a building inspection:** • Fire sprinkler system not inspected.

**Not included as part of a building inspection:**

- Low voltage wiring systems and components



96. Low voltage wiring systems and components



97. Low voltage wiring systems and components



98. Low voltage wiring systems and components



99. Low voltage wiring systems and components

## Recommendations

**SERVICE BOX, GROUNDING AND PANEL \ Service box****20. Condition:** • [Unprotected openings](#)

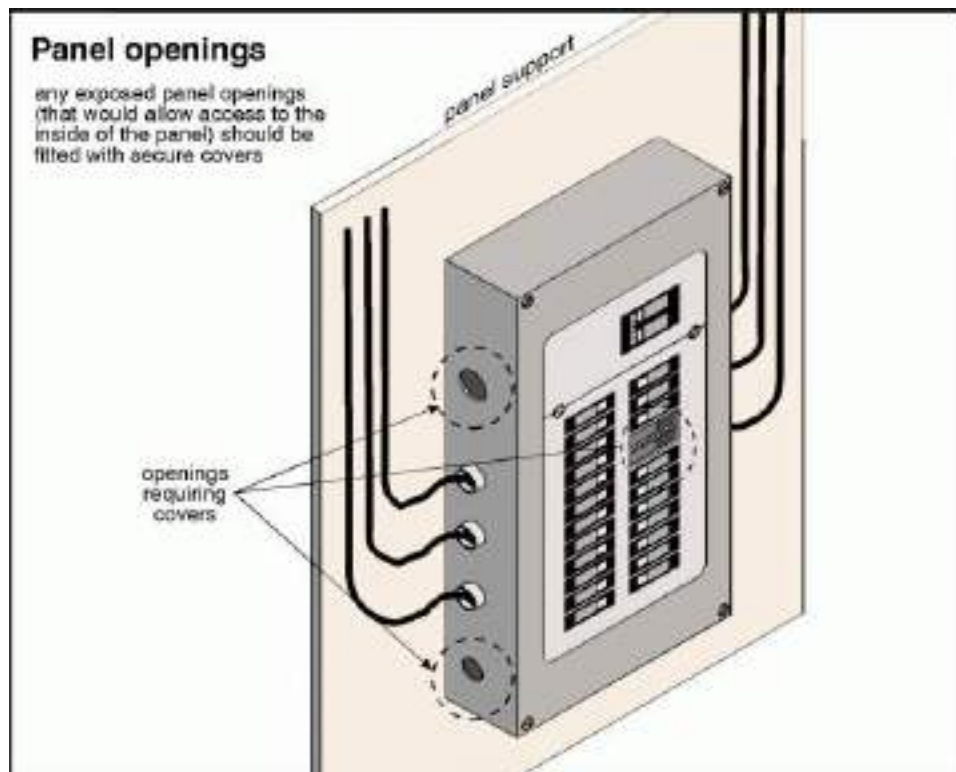
One opening noted at the right side main meter box. Recommend repair.

**Location:** South Exterior Utility Room

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



**100. Unprotected openings**

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## **DISTRIBUTION SYSTEM \ Wiring - damaged or exposed**

### **21. Condition:** • [Exposed on walls or ceilings](#)

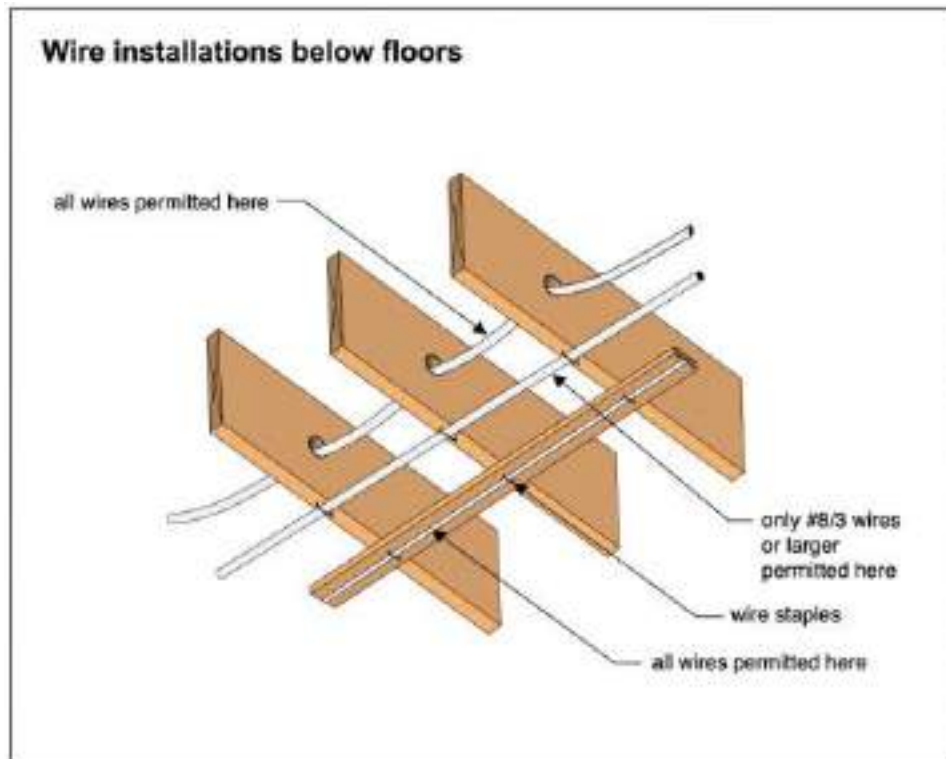
Exposed electrical wire noted at the rear patio area. Associated with rope lights along the bottom of patio walls and fireplaces. Recommend repair.

**Location:** Rear Exterior

**Task:** Repair

**Time:** Less than 1 year

**Cost:** Minor



**101.** Exposed on walls or ceilings



**102.** Exposed on walls or ceilings



# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



103. Exposed on walls or ceilings

## 22. Condition: • [Exposed on walls or ceilings](#)

Exposed electrical wire noted under the cabinet at the center island sink with the olive faucet handle.

**Location:** Kitchen

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



104. Exposed on walls or ceilings

## DISTRIBUTION SYSTEM \ Junction boxes

### 23. Condition: • [Cover loose or missing](#)

Electrical junction box cover missing at the northeast corner lower soffit. Recommend repair.

**Location:** Northeast Exterior Wall

**Task:** Protect

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Time:** Immediate

**Cost:** Minor



105. Cover loose or missing

## DISTRIBUTION SYSTEM \ Outlets (receptacles)

**24. Condition:** • [Inoperative](#)

Few exterior outlets did not function when tested. Possible that a G.F.I. outlet that controls these outlets is tripped and cannot be located. Recommend further evaluation.

**Location:** Various Exterior

**Task:** Further evaluation

**Time:** Regular maintenance



106. Inoperative



107. Inoperative

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



108. Inoperative



109. Inoperative



110. Inoperative

## 25. Condition: • [Test faulty on GFCI/GFI \(Ground Fault Circuit Interrupter\)](#)

The G.F.I. outlet left of the butlers quarters sink did not function when tested. Recommend repair.

**Location:** Butlers quarters

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



111. Test faulty on GFCI/GFI (Ground Fault...

## DISTRIBUTION SYSTEM \ Switches

26. Condition: • [Damage](#)

Several low voltage light switches appear to be missing decorative plates. Cosmetic.

**Location:** Various

**Task:** Repair

**Time:** Discretionary



112. Damage



113. Damage cover plate

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



114. Damage cover plate

## DISTRIBUTION SYSTEM \ Cover plates

27. Condition: • [Missing](#)

Missing few electrical cover plates in few areas. Recommend repair.

**Location:** Various

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



115. Missing cover plate



116. Missing cover plate

# ELECTRICAL

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

**ELECTRICAL**

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



117. Missing cover plate

## DISTRIBUTION SYSTEM \ Lights

28. Condition: • [Inoperative](#)

Both ceiling lights in the electrical meter utility closet did not operate when tested. Recommend repair.

**Location:** South Exterior Utility Room

**Task:** Repair

**Time:** Immediate

**Cost:** Less than \$100



118. Inoperative

## 29. Condition: • [Inoperative](#)

Few non working lights in two downstairs bathroom shower enclosures. Recommend further evaluation. Bulbs?

**Location:** Various First Floor Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



119. Inoperative



120. Inoperative

## DISTRIBUTION SYSTEM \ Smoke alarms (detectors)

### 30. Condition: • Missing

Smoke alarms missing from few upstairs bedrooms. Recommend repair.

**Location:** Second Floor Bedroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



121. Missing smoke alarm



122. Missing smoke alarm

# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**System type:** • [Furnace](#)

**Fuel/energy source:** • [Gas](#)

**Heat distribution:** • [Ducts and registers](#)

**Approximate capacity:** • [100,000 BTU/hr](#) • [100,000 BTU/hr](#) • [90,000 BTU/hr](#) • [90,000 BTU/hr](#) • [80,000 BTU/hr](#) • [75,000 BTU/hr](#) • [75,000 BTU/hr](#) • [50,000 BTU/hr](#)

**Efficiency:** • [High-efficiency](#)

**Exhaust venting method:** • [Forced draft](#)

**Approximate age:**

• [11 years](#)



123. 11 years



124. 11 years



# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



125. 11 years



126. 11 years



127. 11 years



128. 11 years

**Typical life expectancy:** • Furnace (high efficiency) 15 to 20 years

**Main fuel shut off at:** • Meter

**Supply temperature:**

- 115°
- 105-120 degrees average.

# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



129. 115°



130. 115°



131. 115°



132. 115°



# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



133. 115°



134. 115°

Exhaust pipe (vent connector): • PVC plastic

Fireplace/stove:

- [Gas fireplace](#)

Two exterior gas fireplaces. Electronic ignitors present.



135. Gas fireplace

- [Gas fireplace](#)

4 Interior gas fireplaces



136. Gas fireplace

# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



137. Gas fireplace/rear upstairs bedroom



138. Gas fireplace/upstairs game room



139. Gas fireplace/living room



140. Gas fireplace/ master bedroom

## Ancillary components:

- Multi-zone system
- Four units have a multi zone damper.

## Recommendations

### FURNACE \ Life expectancy

#### 31. Condition: • [Inoperative](#)

Gas furnace associated with kitchen (unit 1) did not function when tested. May be associated with damper problems/new thermostats. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Kitchen

**Task:** Further evaluation

# HEATING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Time:** Immediate

## **FIREPLACE \ Gas fireplace**

**32. Condition:** • [Inoperative](#)

Remote controls not found for both upstairs fire places. Unable to test. Recommend further evaluation.

**Location:** Second Floor

**Task:** Further evaluation

**Time:** Immediate

**33. Condition:** • [Inoperative](#)

The north exterior fireplace located on the rear patio is missing gas logs and appears non functional. The ignitor for the unit appears to be in the storage room on the backside of the fireplace. Not functional. Recommend further evaluation and repair by a licensed contractor.

**Location:** East Exterior

**Task:** Improve

**Time:** Discretionary



141. Inoperative



142. Inoperative



# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

Air conditioning type: • [Air cooled](#)

Cooling capacity: • [2 Tons](#) • 3 Tons • 3 Tons • [4 Tons](#) • [4 Tons](#) • [3.5 Tons](#) • [5 Tons](#) • [5 Tons](#)

Compressor approximate age:

• 1 year



143. 1 year

• 11 years



144. 11 years



145. 11 years

# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



146. 11 years



147. 11 years



148. 11 years



149. 11 years

# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



150. 11 years

- 11 years

Air cooled chiller for wine room.



151. 11 years

## Temperature difference:

- Acceptable temperature difference: 14° to 22°
- Units 4, 6, 7, and 8 had acceptable temperature splits.

**Condensate system:** • Discharges to exterior • Automatic shut-off device in place

## Ancillary components:

- Multi-zone system
- Four units have multi- zone dampers.



# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



152. Multi-zone system



153. Multi-zone system



154. Multi-zone system



155. Multi-zone system

## Limitations

**Inspection limited/prevented by:** • Two evaporator units were not located due to sealed attic access.

## Recommendations

### AIR CONDITIONING \ General notes

**34. Condition:** • Damper system in few locations did not function properly. Owner disclosed difficulty getting thermostats to function reliably. Recommend service by a licensed HVAC contractor.

**Location:** Master bathroom, downstairs hall, kitchen

**Task:** Service

**Time:** Immediate



# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## AIR CONDITIONING \ Life expectancy

### **35. Condition:** • [Inoperative](#)

A/C unit 1 did not function when tested. May be associated with problems with damper system/new thermostats. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Kitchen

**Task:** Further evaluation

**Time:** Immediate

## AIR CONDITIONING \ Compressor

### **36. Condition:** • [Short cycling](#)

A/C condenser for downstairs office and hall (unit 5) cycled on and off continuously when tested. Recommend service by a licensed HVAC contractor.

**Location:** First Floor Office

**Task:** Service

**Time:** Immediate



156. Short cycling

## AIR CONDITIONING \ Evaporator coil

### **37. Condition:** • [Temperature split too low](#)

A/C unit number 3 for dining area did not appear to cool effectively. Thirteen degree temperature split noted where twenty degrees is ideal. Recommend service by a licensed HVAC contractor.

**Location:** Dining Room

**Task:** Service

**Time:** Less than 1 year

# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

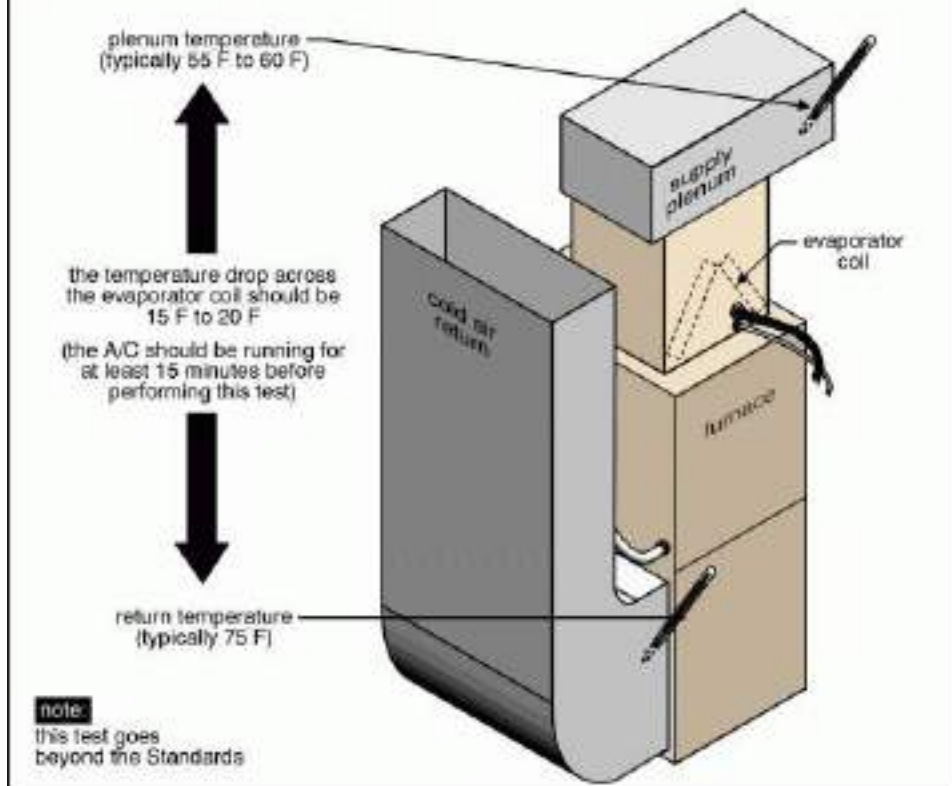
PLUMBING

INTERIOR

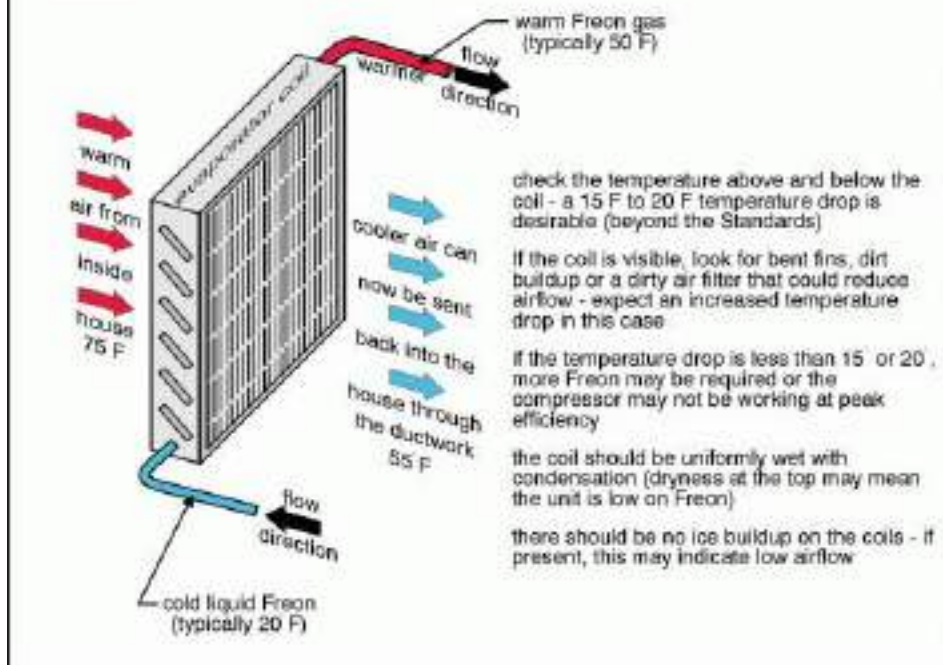
POOL/SPA

REFERENCE

## Measure temperature drop across inside coil



## Evaporator coil - inspection procedures



# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



157. Temperature split too low



158. Temperature split too low

## AIR CONDITIONING \ Condensate system

**38. Condition:** • Signs of condensate leaks noted at three evaporator units. Unable to determine if repairs have been made. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Various Units

**Task:** Further evaluation

**Time:** Less than 1 year



159. Condensate leak



160. Condensate leak

# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

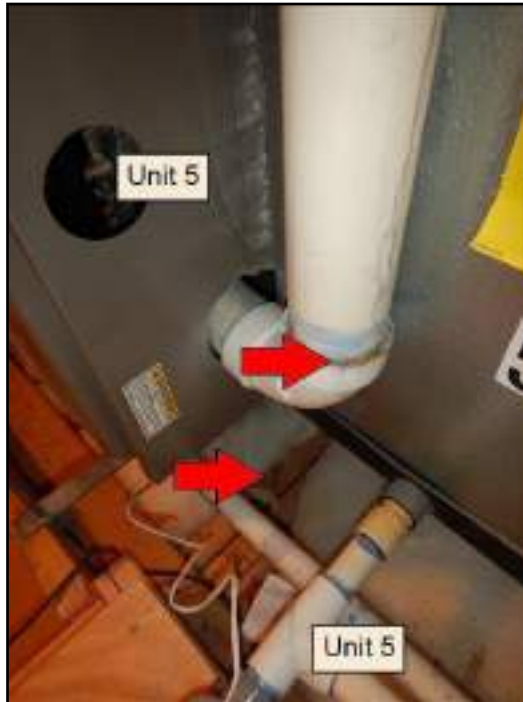
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



161. Condensate leak

## AIR CONDITIONING \ Condensate drain line

**39. Condition:** • Elbows needed at few condensate drain lines throughout exterior. Recommend improving.

**Location:** Various Exterior

**Task:** Improve

**Cost:** Minor



162. Elbows needed



163. Elbows needed

## AIR CONDITIONING \ Refrigerant lines

**40. Condition:** • Caps missing at schrader valves at new A/C condenser. Replace.



# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Task:** Replace

**Time:** When servicing

**Cost:** Minor



164. Missing caps

## AIR CONDITIONING \ Evaporator fan

**41. Condition:** • Blower fans in north hall (unit 5) and south hall (unit 6) run constantly. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Various

**Task:** Further evaluation

**Time:** Immediate

## AIR CONDITIONING \ Thermostat

**42. Condition:** • [Inoperative](#)

Thermostat for A/C unit 2 in upstairs living area was inoperative. Recommend further evaluation by a licensed HVAC contractor.

**Location:** Second Floor Living Room

**Task:** Further evaluation

**Time:** Immediate

# COOLING & HEAT PUMP

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

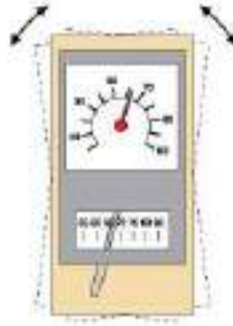
POOL/SPA

REFERENCE

## Thermostat conditions to watch for



• not level



• loose



• damaged

• poor location

• dirty

• poor adjustment/calibration

• anticipator problems



# INSULATION AND VENTILATION

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

### Attic/roof insulation material:

- [Glass fiber](#)



165. Glass fiber

- [Cellulose](#)



166. Cellulose



167. Cellulose cocoon

Attic/roof insulation amount/value: • Not determined

Attic/roof ventilation: • [None found](#)

# INSULATION AND VENTILATION

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Limitations

### Inspection prevented by no access to:

- Attic

Two attic spaces were not entered. Covers are sealed or difficult to open.



168. Attic



169. Attic

**Attic inspection performed:** • By entering attic, but access was limited

## Recommendations

### ATTIC/ROOF \ Insulation

#### 43. Condition: • [Gaps or voids](#)

Fiberglass insulation is displaced in few small locations in downstairs attic spaces. Recommend improving.

**Location:** Various Attic

**Task:** Improve

**Time:** When necessary

**Cost:** Minor

# INSULATION AND VENTILATION

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



170. Gaps or voids

## 44. Condition: • [Gaps or voids](#)

Cocoon insulation has dropped at one location in attic over utility room. Recommend repair by a licensed contractor.

**Location:** Southeast Second Floor Attic

**Task:** Repair

**Time:** Less than 1 year



171. Gaps or voids

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**Water supply source:** • Public

**Service piping into building:** • [Not visible](#)

**Supply piping in building:** • [Plastic](#)

**Main water shut off valve at the:**

- Meter



172. Meter

**Water flow and pressure:**

- [Functional](#)



173. Functional

**Water heater type:**

- Tankless/On demand

Tankless hot water system x 3



174. Tankless/On demand

**Water heater location:**

- Mechanical room
- Upstairs southwest mechanical room.

**Water heater fuel/energy source:** • [Gas](#)

**Water heater exhaust venting method:** • Direct vent - sealed combustion

**Water heater approximate age:** • Not determined

**Hot water circulating system:** • [Present](#)

**Waste and vent piping in building:** • [ABS plastic](#)

**Water treatment system:**

- Water softener



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



175. Water softener

- Reverse osmosis
- Upstairs southwest mechanical room



176. Reverse osmosis



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Main fuel shut off valve at the:

- Gas meter



177. Gas meter

## Limitations

**Items excluded from a building inspection:** • Isolating/relief valves & main shut-off valve • Concealed plumbing • Tub/sink overflows • Water treatment equipment

## Recommendations

### GAS SUPPLY \ Gas piping

**45. Condition:** • Concealed connections

Hidden gas line connections noted under the exterior barbecue grill. Unable to locate shut off valve. Recommend repair by a licensed plumbing contractor.

**Location:** Rear Yard

**Task:** Repair

**Time:** Immediate

**Cost:** Depends on work needed

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



178. Concealed connections

## FIXTURES AND FAUCETS \ Faucet

**46. Condition:** • The home has 3 tankless hot water systems set to 140 degrees. Most or all showers have sufficient hot water temperature flowing from faucets. Some sinks such as the kitchen, office sink faucet and few others where the water did not get very hot. Unable to determine reason. Recommend further evaluation by a licensed plumbing contractor.

**Location:** Various

**Task:** Further evaluation

**Time:** If necessary



179. Minimum hot water temp.

**47. Condition:** • Low hot water flow noted in one master bathroom sink faucet. Recommend repair.

**Location:** Master Bathroom

**Task:** Repair

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Time:** Immediate

**Cost:** Minor



180. Low hot water flow

**48. Condition:** • [Stiff or inoperative](#)

The insta-hot and cold faucet in the butlers quarters did not function when tested. Recommend repair.

**Location:** Butlers quarters

**Task:** Repair

**Time:** Discretionary



181. Stiff or inoperative

**49. Condition:** • [Aerator - obstructed](#)

Clogged aerator in the garage laundry sink. Recommend repair.

**Location:** Garage

**Task:** Repair

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Time:** Immediate

**Cost:** Minor



182. Aerator - obstructed

## FIXTURES AND FAUCETS \ Basin, sink and laundry tub

**50. Condition:** • [Slow drains](#)

Barbecue sink is slow to drain. Drainage device under the sink is in need of maintenance and cleaning. Recommend repair by a licensed plumbing contractor.

**Location:** Rear Exterior

**Task:** Repair

**Time:** Regular maintenance

**Cost:** Minor



183. Slow drains/barbecue sink



184. Slow drains

**51. Condition:** • Drain stop missing

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

Southeast bathroom missing sink stop. Recommend repair.

**Location:** Southeast Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



185. Drain stop missing

**52. Condition:** • Drain stop missing

Both sink stops missing in the south bathroom. Recommend repair.

**Location:** South First Floor Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



186. Drain stop missing



187. Drain stop missing



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## 53. Condition: • Drain stop ineffective

Both sink stops in the master bathroom did not function as intended. Recommend repair.

**Location:** Master Bathroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



188. Drain stop ineffective



189. Drain stop ineffective

## 54. Condition: • Drain stop ineffective

Both sink stops in the downstairs east bathroom did not function when tested. Recommend repair.

**Location:** East First Floor Bedroom

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



190. Drain stop ineffective



## FIXTURES AND FAUCETS \ Bathtub enclosure

### 55. Condition: • [Leak](#)

Visible moisture damage to the enclosure of the 1st bedroom bath on the south side of the home. Cracked surface with visible moisture damage on the walls next to the tub and damage to the wall and baseboard in the adjoining hallway.

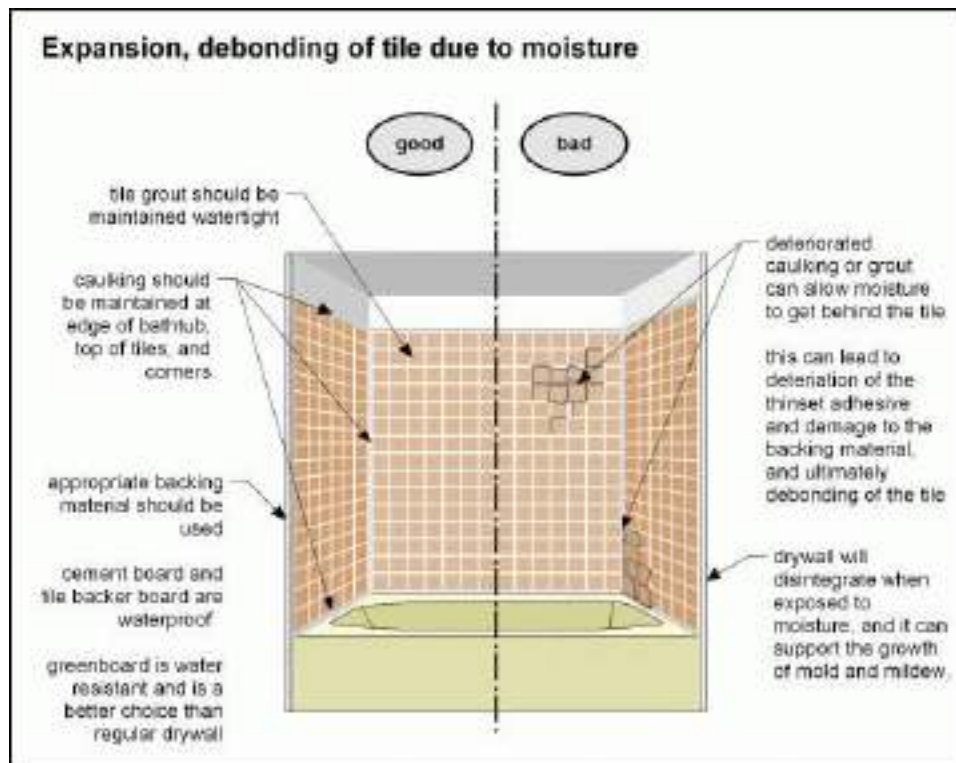
Recommend further evaluation and repair by a licensed contractor.

**Location:** South First Floor Bedroom

**Task:** Replace

**Time:** Immediate

**Cost:** Depends on approach



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



191. Leak



192. Leak



193. Leak



194. Leak

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



195. Leak

**56. Condition:** • [Caulking loose, missing or deteriorated](#)

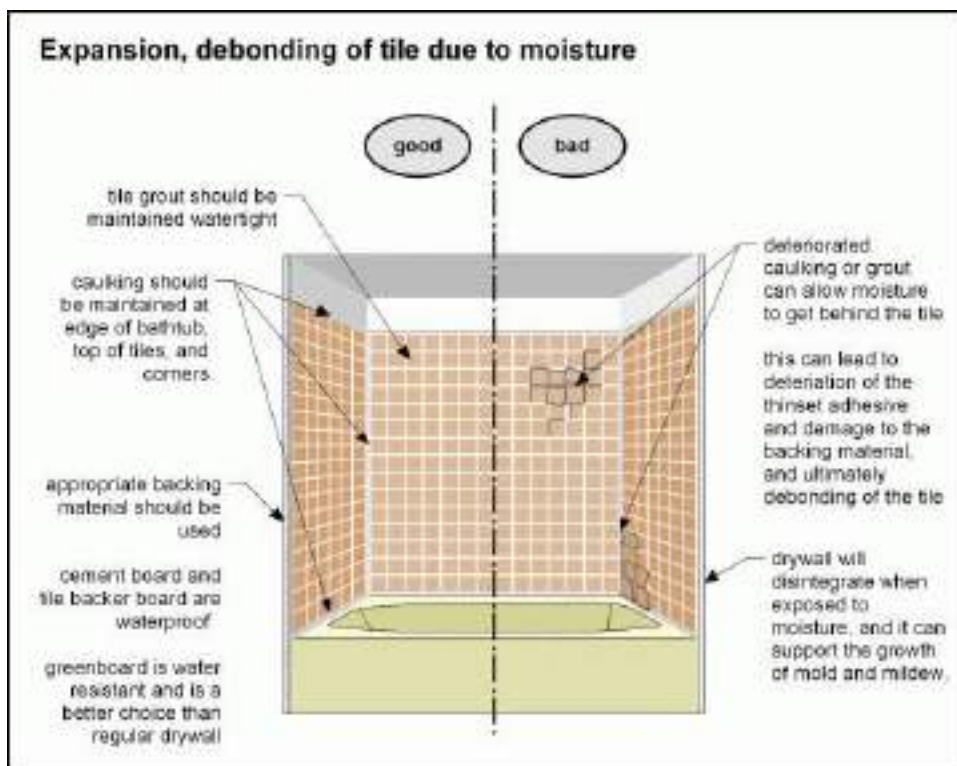
Regular maintenance needed in the downstairs east bathroom shower enclosure. Recommend repair.

**Location:** East First Floor Bathroom

**Task:** Repair

**Time:** Regular maintenance

**Cost:** Minor



196. Caulking loose, missing or deteriorated



197. Caulking loose, missing or deteriorated

## FIXTURES AND FAUCETS \ Shower stall enclosure

57. Condition: • [Leak](#)



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

Moisture stains that test wet noted on the exterior of the master bath shower enclosure. Recommend further evaluation and repair by a licensed contractor.

**Location:** Master Bathroom

**Task:** Further evaluation

**Time:** Immediate



198. Leak



199. Leak

**58. Condition:** • [Tile loose, broken or missing tile](#)

Several cracked or broken tile noted in the master shower enclosure. Grout missing in several spots. Recommend repair by a licensed contractor.

**Location:** Master Bathroom

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Depends on work needed



200. Tile loose, broken or missing tile



201. Tile loose, broken or missing tile



# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



202. Tile loose, broken or missing tile



203. Tile loose, broken or missing tile



204. Tile loose, broken or missing tile

## 59. Condition: • [Tile loose, broken or missing tile](#)

Cracked tile at the threshold and missing grout in few tiles noted in the southeast bedroom shower enclosure. Recommend repair by a licensed contractor.

**Location:** Southeast Bathroom

**Task:** Repair

**Time:** Immediate

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



205. Tile loose, broken or missing tile



206. Tile loose, broken or missing tile



207. Tile loose, broken or missing tile

## 60. Condition: • [Tile loose, broken or missing tile](#)

The upstairs master shower enclosure has several cracked tile at the threshold. Grout and caulking needed throughout. Recommend repair by a licensed contractor.

**Location:** Second Floor Master Bathroom

**Task:** Repair

**Time:** Immediate

# PLUMBING

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



208. Tile loose, broken or missing tile



209. Tile loose, broken or missing tile



210. Tile loose, broken or missing tile

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**General:** • Patio and balcony ceilings



211.



212.



213.

**General:**

• Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



214. Interior Pictures



215. Interior Pictures



216. Interior Pictures



217. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



218. Interior Pictures



219. Interior Pictures



220. Interior Pictures



221. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



222. Interior Pictures



223. Interior Pictures



224. Interior Pictures



225. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



226. Interior Pictures



227. Interior Pictures



228. Interior Pictures



229. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



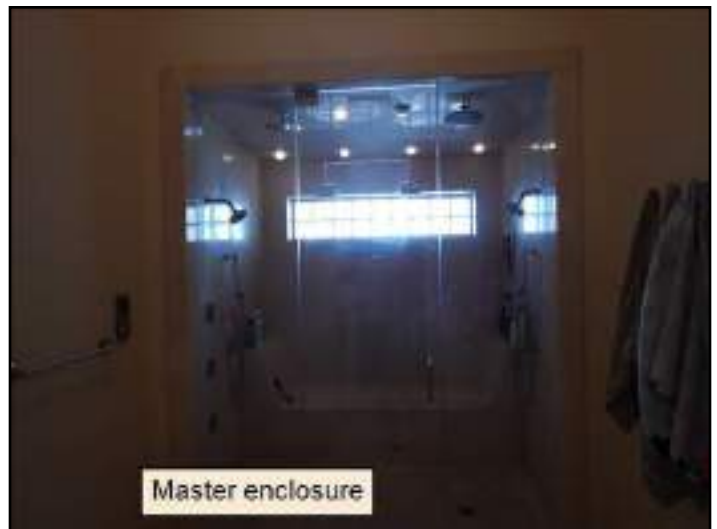
230. Interior Pictures



231. Interior Pictures



232. Interior Pictures



233. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



234. Interior Pictures



235. Interior Pictures



236. Interior Pictures



237. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



238. Interior Pictures



239. Interior Pictures



240. Interior Pictures



241. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



242. Interior Pictures



243. Interior Pictures



244. Interior Pictures



245. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



246. Interior Pictures



247. Interior Pictures



248. Interior Pictures



249. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

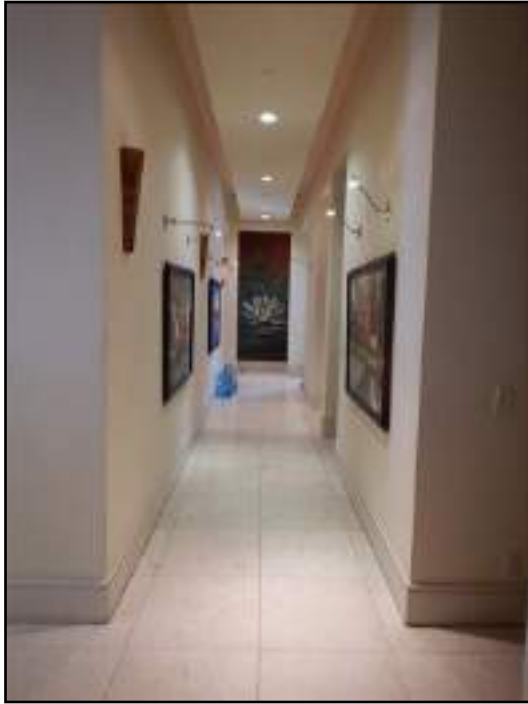
INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



250. Interior Pictures



251. Interior Pictures



252. Interior Pictures



253. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

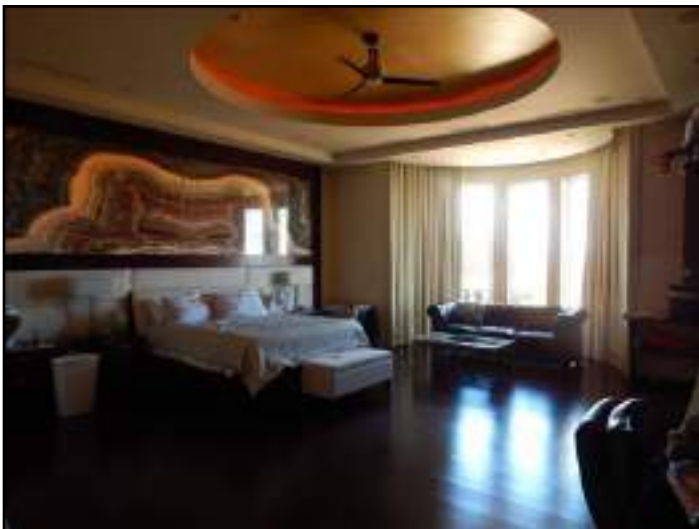
REFERENCE



254. Interior Pictures



255. Interior Pictures



256. Interior Pictures



257. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



258. Interior Pictures



259. Interior Pictures



260. Interior Pictures



261. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



262. Interior Pictures



263. Interior Pictures



264. Interior Pictures



265. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



266. Interior Pictures



267. Interior Pictures



268. Interior Pictures



269. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



270. Interior Pictures



271. Interior Pictures



272. Interior Pictures



273. Interior Pictures

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



274. Interior Pictures



275. Interior Pictures



276. Interior Pictures



277. Interior Pictures



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



278. Interior Pictures



279. Interior Pictures



280. Interior Pictures



281. Interior Pictures

## Major floor finishes:

- [Carpet](#)
- Engineered wood

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



282. Engineered wood

• Tile



283. Engineered wood



284. Tile



285. Tile

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



286. Tile



287. Tile



288. Tile



289. Tile

Major wall finishes: • [Plaster/drywall](#)

Windows: • [Fixed](#) • [Single/double hung](#) • [Casement](#) • Wood • Aluminum

Glazing: • [Double](#)

Exterior doors - type/material:

- Hinged
- [French](#)
- [Sliding glass](#)



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



290. Sliding glass



291. Sliding glass

**Doors:** • Inspected

**Oven type:**

- Conventional
- Convection

2 electric convection ovens and 2 electric/gas convection ovens.

**Oven fuel:**

- Electricity



292. Electricity

- Gas



293. Electricity

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



294. Gas/electric broiler

## Range fuel:

- Gas



295. Gas

## Appliances:

- Refrigerator
- Refrigerator x 4



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



296. Refrigerator

- Range hood



297. Range hood

- Dishwasher
- Dishwasher x 5



298. Range hood/exterior

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



299. Dishwasher/Bar



300. Dishwasher/kitchen



301. Dishwasher/kitchen



302. Dishwasher/office kitchen

- Waste disposal
- Garbage disposal x 4
- Trash compactor
- Microwave oven

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

Microwave x 2



**303.** Microwave oven

**304.** Microwave oven

- Central vacuum



**305.** Central vacuum x3

- Door bell
- Wine Cooler

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



**306.** *Wine Cooler Room*

**Laundry facilities:** • Two laundry areas in the home.

**Laundry facilities:**

- Washer
- Washer x2
- Hot/cold water supply
- Dryer
- Dryer x 2
- Vented to outside
- 120-Volt outlet
- 240-Volt outlet
- Waste standpipe
- Gas piping

**Kitchen ventilation:** • Range hood discharges to the exterior

**Bathroom ventilation:** • Exhaust fan

**Laundry room ventilation:**

- Clothes dryer vented to exterior



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



307. Clothes dryer vented to exterior



308. Clothes dryer vented to exterior

## Stairs and railings:

- Inspected



309. Inspected



310. Inspected

## Limitations

**Inspection limited/prevented by:** • Storage/furnishings • Storage in closets and cabinets / cupboards

**Not included as part of a building inspection:** • The sauna was not inspected.



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



311. Sauna not inspected

**Appliances:** • Appliances are inspected but can not be guaranteed.

## Recommendations

### CEILINGS \ General notes

**61. Condition:** • [Cracks](#)

What appears to be loose drywall tape noted in the west garage ceiling. Does not appear to be moisture related. Recommend repair.

**Location:** Garage

**Task:** Repair

**Time:** Less than 1 year



312. Cracks

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## 62. Condition: • Water stains

Minor moisture stains and drywall cracks noted in the top of the west hall doorway leading into the powder room and west garage. Visual inspection in the attic space above the stains shows condensation lines and water lines. Unable to reach this area. Wall tested wet. Recommend further evaluation and repair by a licensed contractor.

**Location:** West Hall

**Task:** Monitor

**Time:** Less than 1 year



313. Water stains



314. Water stains

## 63. Condition: • Water stains

Dry Moisture stain noted in the ceiling of the right side master closet. Visual inspection of the attic above the stain shows water manifolds with signs of past leaks. Recommend further evaluation and repair by a licensed contractor.

**Location:** Master Bedroom

**Task:** Further evaluation

**Time:** Immediate



315. Water stains



316. Water stains

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



317. Water stains

## WALLS \ Plaster or drywall

64. Condition: • [Patched](#)

Two small holes in the drywall at the north exterior storage. Recommend repair.

**Location:** North Exterior Storage

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



318. Patched



319. Patched

## FLOORS \ Carpet on floors

65. Condition: • [Stains](#)

**Location:** Throughout Bedroom

**Task:** Further evaluation

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Time:** Immediate



320. Stains



321. Stains

## WINDOWS \ General notes

**66. Condition:** • Inoperative

Three inoperative casement windows noted in 3 bedrooms. Two appear to be missing handles and one is damaged. See pics. for locations. Recommend repair.

**Location:** First Floor Bedroom

**Task:** Repair

**Time:** Immediate

**Cost:** Depends on work needed



322. Inoperative



323. Inoperative



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



324. Inoperative

## WINDOWS \ Glass (glazing)

### 67. Condition: • [Cracked](#)

Four fixed windows in the front of the wine room appear to be cracked. No visual inspection made on the interior. Recommend further evaluation and repair by a licensed window repair contractor.

**Location:** Front

**Task:** Further evaluation

**Time:** Immediate



325. Cracked

## WINDOWS \ Storms and screens

### 68. Condition: • [Missing](#)

No window screens found on most casement windows. Recommend repair.

**Location:** Various



# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Task:** Replace

**Time:** If necessary

## DOORS \ Doors and frames

**69. Condition:** • [Damage](#)

The upstairs northwest bedroom entry door appears damaged. Recommend repair or replacement.

**Location:** Northwest Second Floor Bedroom

**Task:** Repair

**Time:** Immediate



326. Damage

## DOORS \ Storms and screens

**70. Condition:** • [Missing](#)

Screen door missing on rear patio single sliding door. Recommend replacement.

**Location:** Rear Exterior

**Task:** Replace

**Time:** Immediate

**Cost:** \$100

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



327. Missing screen door

## CARPENTRY \ Cabinets

**71. Condition:** • Few bathroom cabinets have small holes cut into the wall. The hole contains shut off valves for the prospective sinks. Recommend covers be installed to cover holes.

**Location:** Various Bathroom

**Task:** Repair

**Time:** Discretionary

**Cost:** Minor



328. Upstairs southwest bathroom



329. Office bathroom

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## APPLIANCES \ Refrigerator

**72. Condition:** • Inoperative

The refrigerator in the bar area was not functioning when inspected. Recommend further evaluation.

**Location:** Bar

**Task:** Further evaluation

**Time:** Immediate



**330.** *Inoperative bar refrigerator*

## APPLIANCES \ Dishwasher

**73. Condition:** • Backflow prevention missing

The Both dishwashers drains in the kitchen are missing backflow prevention. Recommend repair.

**Location:** Kitchen

**Task:** Repair

**Time:** Immediate

**Cost:** Minor

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



331. Backflow prevention missing



332. Backflow prevention missing

## APPLIANCES \ Waste disposal

**74. Condition:** • Inoperative

The garbage disposal in the bar area did not function when tested. Recommend repair.

**Location:** Bar

**Task:** Further evaluation

**Time:** Immediate

**Cost:** Minor



333. Inoperative

## COMMENTS \ Additional

**75. Condition:** • The elevator did not function as intended. I went in at the 1st floor, pushed the button and everything functioned normally until I attempted to open the door to get out onto the 2nd floor and the door would not open. So, I returned to the 1st floor and all functioned normally. Recommend further evaluation by a licensed elevator contractor.

# INTERIOR

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**Task:** Further evaluation

**Time:** Immediate



334. Elevator door



335. Upstairs elevator door



# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

## Description

**General:** • Fencing enclosing pool/spa • Self-closing-latching gate

**Pool / Spa type:**

• Below ground



336. Below ground

• Plaster / Gunitite

**Heater:**

• Gas



337. Gas

**Water filter:**

• Cartridge filter

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE



338. Cartridge filter

**Pumps:** • Infinity edge • Fountain

**Pumps:** • Circulation • Spa jet

**Blowers:** • Air bubbler

**Electrical - breaker location:** • At equipment

**Electrical - wiring:** • Liquid Tite Flex • NM Cable (Romex)

## Limitations

**General:** • Chlorine generating system noted inspected. Low salt in pool.

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

SUMMARY

ROOFING

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339. Not inspected



340. Low salt

## Recommendations

### RECOMMENDATIONS \ General

**76. Condition:** • Few small leaks noted at control valves and piping at pool equipment. Recommend repair by a licensed contractor.

**Task:** Repair

**Time:** Immediate

**Cost:** Minor



341. Leak



342. Leak

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

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ELECTRICAL

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POOL/SPA

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343. Leak



344. Leak

**77. Condition:** • One automatic valve has been removed at suction side of circulation pump. Manual valve in place. Recommend replacing.

**Task:** Replace

**Time:** Discretionary



345. Automatic valve removed



## POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

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ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

POOL/SPA

REFERENCE

**78. Condition:** • Pump labeled fountain pump was dry and did not prime when tested. Recommend service by a licensed contractor.

**Task:** Service

**Time:** Immediate



**346.** No water flow



**347.** Inoperative



**348.** Fountain empty

**79. Condition:** • Pop up cleaning system did not appear to function properly. Few heads remained up or did not pop up. One missing head. System did not appear to cycle through pool. Recommend further evaluation by a licensed contractor.

**Task:** Further evaluation



# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

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COOLING

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POOL/SPA

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**Time:** Discretionary



**349.** *Missing head*



**350.** *Service needed*



**351.** *Does not cycle*

## HEATER \ Gas

**80. Condition:** • Gas spa heater cycled off after less than 5 minutes of operation. Recommend service by a licensed contractor.

**Task:** Service

**Time:** Immediate

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

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EXTERIOR

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ELECTRICAL

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COOLING

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POOL/SPA

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352. Service heater

## WATER FILTER \ Pressure gauge

81. Condition: • Appears serviceable

## WATER FILTER \ Bleeder valve

82. Condition: • Appears serviceable

## PUMPS \ Circulation pump

83. Condition: • Appears serviceable

## PUMPS \ Separate jet pump

84. Condition: • Appears serviceable

## BLOWERS \ Blower

85. Condition: • Operated when tested

## ELECTRICAL \ Wiring

86. Condition: • Appears serviceable

## ELECTRICAL \ Pool lights

87. Condition: • Operated when tested

## ELECTRICAL \ GFCI

88. Condition: • Responded to test button

## ELECTRICAL \ Spa light

89. Condition: • Inoperative

Spa light did not function when tested. Recommend repair.

Task: Repair

Time: Immediate

Cost: Minor

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

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INSULATION

PLUMBING

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POOL/SPA

REFERENCE



353. Inoperative

## ELECTRICAL \ Circulation pump timer

90. Condition: • Appears servicable

## ELECTRICAL \ Remote switches

91. Condition: • Inoperative

Remote switches at spa did not function when tested. Recommend repair.

Task: Further evaluation



354. Inoperative

## GENERAL \ Coping

92. Condition: • Few cracked tiles and missing grout noted around infinity edge. Maintenance needed.

Location: Various

Task: Improve

Time: Regular maintenance

# POOL/SPA

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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

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ELECTRICAL

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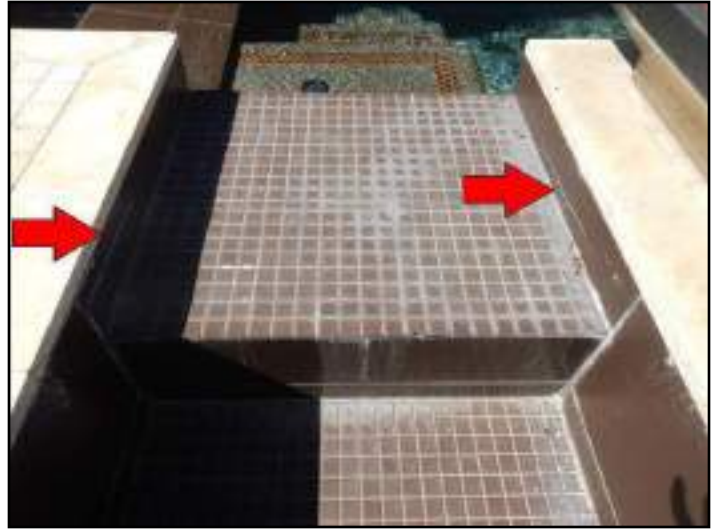
INTERIOR

POOL/SPA

REFERENCE



355. Cracked tiles



356. Cracked tiles



357. Missing grout



358. Weeping

## GENERAL \ Surrounding deck/concrete

93. Condition: • Appears serviceable

END OF REPORT



# REFERENCE LIBRARY

5148 Spanish Heights Dr, Las Vegas, NV March 26, 2020

Report No. 6466

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SUMMARY

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REFERENCE

The links below connect you to a series of documents that will help you understand your home and how it works. These are in addition to links attached to specific items in the report.

Click on any link to read about that system.

» 01. ROOFING, FLASHINGS AND CHIMNEYS

» 02. EXTERIOR

» 03. STRUCTURE

» 04. ELECTRICAL

» 05. HEATING

» 06. COOLING/HEAT PUMPS

» 07. INSULATION

» 08. PLUMBING

» 09. INTERIOR

» 10. APPLIANCES

» 11. LIFE CYCLES AND COSTS

» 12. SUPPLEMENTARY

Asbestos

Radon

Urea Formaldehyde Foam Insulation (UFFI)

Lead

Carbon Monoxide

Mold

Household Pests

Termites and Carpenter Ants

» 13. HOME SET-UP AND MAINTENANCE

» 14. MORE ABOUT HOME INSPECTIONS



# EXHIBIT “U”

# MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.  
L. Joe Coppedge, Esq.  
Mark C. Hafer, Esq.\*

\*of Counsel

6070 South Eastern Avenue  
Suite 270  
Las Vegas, Nevada 89119

Telephone 702.454.3333  
Facsimile 702.386.4979

April 1, 2020

Via Certified Mail  
& USPS

Jay Bloom, Manager  
Spanish Heights Acquisition Company, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Via Certified Mail  
& USPS

Jay Bloom, Manager  
SJC Ventures, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Via Certified Mail  
& USPS

Kenneth & Sheila Antos Living Trust  
4968 Mountain Foliage Drive  
Las Vegas, NV 89148-1429

Reference: Clark County Nevada APN 163-29-615-007  
5148 Spanish Heights Drive

**THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. YOUR LOAN IS NOW DUE AND PAYABLE; AND REMAINS UNPAID AS OF THE ABOVE DATE.**

Dear Borrower:

READ THIS LETTER CAREFULLY. Your loan with CBC Partners I, LLC is in default. Because of this, CBC Partners I, LLC, at its option, without further demand, may evoke the power of sale and any other remedies permitted by Nevada Law.

This is your notice your default. It has been established that the beneficiary and/or mortgage servicer of the deed of trust may cause a trustee to exercise the power of sale pursuant to NRS 107.080, commence a civil action for the recovery of any debt, or to enforce any right under a mortgage loan that is not barred by NRS. 40.430.

You are in default by failing to make the final balloon payment on March 31, 2021. Failure to cure the default may result the sale of said property.

The undersigned, as attorney for the Beneficiary for the above referenced loan, does

April 1, 2020

Page 2

Re: APN: 163-29-615-007

hereby notify you that a Notice of Default and Election to sell will be recorded on the referenced property due to non-payment.

As a borrower, you have a right to discuss foreclosure prevention alternatives and subject to qualification criteria.

The following information is required to be provided to you under Nevada statute:

1. The amount of the payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of this statement:

2. The amount in default: \$5,578,459.15

3. The current unpaid principal amount of the obligation or debt secured by the deed of trust: \$2,935,001.14

4. The amount of accrued interest and late charges: \$1,315,105.24

5. The amount in advances paid on your behalf: \$1,326,744.55

6. Interest accrual (at 20% pursuant to the Forbearance Agreement dated September 27, 2017) in the amount of \$1,608.22 per day from April 1, 2020 until paid in full.

7. A good faith estimate of all fees imposed in connection with the exercise of the power of sale is between \$9,000.00 and \$25,000.00, an amount that will be added in and which you may ultimately be responsible for.

8. Contact information and telephone number for obtaining the most current amounts due:

Michael R. Mushkin  
6070 S. Eastern Avenue, Suite 270  
Las Vegas, NV 89119  
Telephone: (702) 454-3333

To discuss the matter with a housing counseling agency approved by the United States Department of Housing and Urban Development, here is their telephone number in order to find such a housing counseling agency: 1-888-995-HOPE (4673). Additional contact information of one or more Counseling Agencies or Programs approved by the United States Department of Housing:

April 1, 2020

Page 3

Re: APN: 163-29-615-007

1. Community Services of Nevada  
730 W. Cheyenne Avenue #10  
North Las Vegas, Nevada 89030  
702-307-1710
2. Financial Guidance Center  
2650 S. Jones Blvd.  
Las Vegas, Nevada 89146  
702-364-0344

If you are a service member or a dependent of a service member, you may be entitled to certain protections under the federal Service members Civil Relief Act 50 U.S.C. Appx. 501 et seq., regarding the service member's interest rate and the risk of foreclosure, and counseling for covered service members that is available from Military OneSource and the United States Armed Forces Legal Assistance or any other similar agency. The telephone number for Military OneSource is 1-800-342-9647

As a borrower, you may request:

1. A copy of your note and forbearance agreements
2. A copy of the recorded deed of trust
3. A copy of the recorded assignment, if applicable

Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf  
cc: CBC Partners I, LLC

# EXHIBIT “V”



# MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.  
L. Joe Coppedge, Esq.  
Mark C. Hafer, Esq.\*

\*of counsel

6070 South Eastern Avenue  
Suite 270  
Las Vegas, Nevada 89119

Telephone 702.454.3333  
Facsimile 702.386.4979

April 1, 2020

Via Certified Mail  
& USPS

Jay Bloom, Manager  
Spanish Heights Acquisition Company, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Via Certified Mail  
& USPS

Jay Bloom, Manager  
SJC Ventures, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

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6070 S. Eastern Avenue, Suite 270  
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Telephone: (702) 454-3333

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702-364-0344

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1. A copy of your note and forbearance agreements
2. A copy of the recorded deed of trust
3. A copy of the recorded assignment, if applicable

Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf  
cc: CBC Partners I, LLC

# EXHIBIT “W”

# EXHIBIT “X”



## Karen Foley

---

**From:** Karen Foley  
**Sent:** Wednesday, April 1, 2020 3:09 PM  
**To:** 'Danielle Barraza'  
**Cc:** 'Joseph Gutierrez'; 'Jay Bloom'; Michael Mushkin  
**Subject:** RE: Secured Promissory Note - 5148 Spanish Heights Drive  
**Attachments:** 200401[Executed] Amended - Notice of Default and Demand for Payment.pdf

**TimeMattersID:** M648FABAB6D8F718  
**TM Contact:** 5148 Spanish Heights, LLC  
**TM Contact No:** 2736  
**TM Matter No:** 001  
**TM Matter Reference:** Corporate File - 5148 Spanish Heights, LLC

Ms. Barraza,

Attached, please find an Amended Notice of Default and Demand for Payment, correcting the default date to March 31, 2020.

Thank you for your attention to this matter.

Karen L. Foley  
Legal Administrator/Case Manager  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119  
Tel. No. (702) 454-3333  
Fax No. (702) 386-4979



Please be advised, as of December 2, 2019 the Law Offices of MUSHKIN & COPPEDGE are located at a new address:

6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119

**CONFIDENTIALITY NOTICE:** The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

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---

**From:** Karen Foley  
**Sent:** Wednesday, April 1, 2020 2:00 PM  
**To:** 'Danielle Barraza' <[djb@mgalaw.com](mailto:djb@mgalaw.com)>  
**Cc:** Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>; Michael Mushkin <[michael@mccnvlaw.com](mailto:michael@mccnvlaw.com)>  
**Subject:** Secured Promissory Note - 5148 Spanish Heights Drive

Ms. Barraza,

Attached, please find a Notice of Default and Demand for Payment, in regard to the above-referenced matter, for your records and review. As noted this demand letter will be sent via USPS as well.

Thank you for your attention to this matter.

Regards,

Karen L. Foley  
Legal Administrator/Case Manager  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119  
Tel. No. (702) 454-3333  
Fax No. (702) 386-4979



Please be advised, as of December 2, 2019 the Law Offices of MUSHKIN & COPPEDGE are located at a new address:

6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119

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---

**From:** Danielle Barraza <[djb@mgalaw.com](mailto:djb@mgalaw.com)>  
**Sent:** Wednesday, March 25, 2020 11:22 AM  
**To:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>; Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>  
**Subject:** RE: Default Letter

Our letter stands. The documents speak for themselves. My client will be pursuing damages for any breach of the governing Forbearance Agreement, including the improper attempt to deem my client in "default."

**Danielle J. Barraza | Associate**  
**MAIER GUTIERREZ & ASSOCIATES**  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.629.7900 | Fax: 702.629.7925  
[djb@mgalaw.com](mailto:djb@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

---

**From:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>  
**Sent:** Wednesday, March 25, 2020 11:19 AM  
**To:** Danielle Barraza <[djb@mgalaw.com](mailto:djb@mgalaw.com)>; Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>  
**Subject:** RE: Default Letter

Ms. Barraza

Unfortunately your letter is incorrect. Both the forbearance and the amendment to forbearance agreement identify specific defaults that were to be subject to forbearance. The remaining obligations under the various agreements are to be followed. In fact the amended forbearance agreement calls out specific items to be provided most of which are within my letter. As they have not been provided you are hereby defaulted.

Govern yourself accordingly.

MRM

Michael R. Mushkin, Esq.  
**Mushkin & Coppedge**  
6070 South Eastern Avenue, Ste 270  
Las Vegas, NV 89119  
(702) 454-3333 Phone  
(702) 386-4979 Fax  
[www.mccnvlaw.com](http://www.mccnvlaw.com)

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---

**From:** Danielle Barraza <[djb@mgalaw.com](mailto:djb@mgalaw.com)>  
**Sent:** Wednesday, March 25, 2020 11:01 AM  
**To:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>; Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>  
**Subject:** RE: Default Letter

Michael, the response letter was mailed to you on Monday. See attached.

**Danielle J. Barraza | Associate**  
**MAIER GUTIERREZ & ASSOCIATES**  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.629.7900 | Fax: 702.629.7925  
[djb@mgalaw.com](mailto:djb@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

---

**From:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>  
**Sent:** Wednesday, March 25, 2020 11:01 AM  
**To:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Danielle Barraza <[djb@mgalaw.com](mailto:djb@mgalaw.com)>  
**Subject:** RE: Default Letter

Jay

There has been no response to my prior notice of default. You had previously advised there would be a letter on Monday. Please provide proof of insurance with the property and owner listed. Without a response today my clients will be forced to purchase coverage. It is also important that you address the other default items.

MRM

Michael R. Mushkin, Esq.  
**Mushkin & Coppedge**  
6070 South Eastern Avenue, Ste 270  
Las Vegas, NV 89119  
(702) 454-3333 Phone  
(702) 386-4979 Fax  
[www.mccnvlaw.com](http://www.mccnvlaw.com)

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---

**From:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Sent:** Monday, March 23, 2020 12:57 PM  
**To:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>  
**Cc:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Danielle Barraza <[djb@mgalaw.com](mailto:djb@mgalaw.com)>  
**Subject:** Re: Home Inspection

Have him contact me directly to coordinate schedules. Thank you

**Jay Bloom**

Leading Ventures and Enterprise Matching  
m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)  
[Jbloom@lvem.com](mailto:Jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

---

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Sent from my iPhone

On Mar 23, 2020, at 12:53 PM, Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)> wrote:

Jay

Thanks for the response. Jeff Waldo of Waldo Inspection will do the work. Please advise what day works for you. The process takes several hours so an afternoon or morning should do it.

MRM

Michael R. Mushkin, Esq.  
**Mushkin & Coppedge**  
6070 South Eastern Avenue, Ste 270  
Las Vegas, NV 89119  
(702) 454-3333 Phone  
(702) 386-4979 Fax  
[www.mccnvlaw.com](http://www.mccnvlaw.com)

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---

**From:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Sent:** Friday, March 20, 2020 1:05 PM  
**To:** Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)>  
**Cc:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Danielle Barraza <[DJB@mgalaw.com](mailto:DJB@mgalaw.com)>  
**Subject:** Re: Home Inspection

Hi Alan,

Happy to help with the inspection.

Give us the name and contact information of the inspector CBC would like to use in order that we can coordinate a time that is mutually acceptable..

**Jay Bloom**

Leading Ventures and Enterprise Matching  
m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)  
[Jbloom@lvem.com](mailto:Jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

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Sent from my iPhone

On Mar 20, 2020, at 12:26 PM, Alan Hallberg <[alan@cbcpartnersllc.com](mailto:alan@cbcpartnersllc.com)> wrote:

Hi Jay –



Just following up on the letter that was sent earlier; would you please coordinate with Mike regarding scheduling an inspection at the house?

Thanks for your help,

Alan

**ALAN HALLBERG**  
Chief Credit Officer

<image001.png>

T (425) 688-7951  
M (206) 890-2899  
5400 CARILLON POINT  
KIRKLAND, WA 98033

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# EXHIBIT “Y”

# MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.  
L. Joe Coppedge, Esq.  
Mark C. Hafer, Esq.\*

\*of counsel

6070 South Eastern Avenue  
Suite 270  
Las Vegas, Nevada 89119

Telephone 702.454.3333  
Facsimile 702.386.4979

April 1, 2020

Jay Bloom, Manager  
Spanish Heights Acquisition Company, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Jay Bloom, Manager  
SJC Ventures, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Kenneth & Sheila Antos Living Trust  
4968 Mountain Foliage Drive  
Las Vegas, NV 89148-1429

Re: 5148 Spanish Heights Drive, Las Vegas, NV  
Forbearance Agreement dated September 27, 2017  
Amendment to Forbearance Agreement and Related Agreements

Dear Mr. Bloom and Mr. & Mrs. Antos:

As you are aware, the above law firm has been retained to represent the interests of CBC Partners I, LLC (CBCI) as it relates to the Secured Promissory Note dated June 22, 2012, Amended Secured Promissory Note, Modified Deed of trust, the Forbearance Agreement with additional collateral/security described therein, and the Amendment to Forbearance Agreement and Related Agreements (collectively the "Agreements").

A Notice of non-monetary default was delivered on March 16, 2020. This letter shall serve as notice that on April 15, 2020, CBCI will exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

Enclosed herein, please find an Assignment of Membership Interest for your review and signature. Once you have signed, please forward to my attention. Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf  
cc: CBC Partners I, LLC

**ASSIGNMENT OF COMPANY AND  
MEMBERSHIP INTERESTS  
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC  
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Kenneth Antos and Sheila Neumann-Antos, Trustees of the Kenneth & Sheila Antos Living Trust and Kenneth M. Antos Sheila M. Neumann-Antos Trust ("Assignor") and CBC Partners, LLC, a Washington limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.

2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By: \_\_\_\_\_  
KENNETH M. ANTOS, Trustee

By: \_\_\_\_\_  
JOHN OTTER, President  
CBC Partners, LLC,

By: \_\_\_\_\_  
SHEILA NEUMANN-ANTOS, Trustee

**ASSIGNMENT OF COMPANY AND  
MEMBERSHIP INTERESTS  
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC  
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SJC Ventures Holdings, LLC, a Nevada limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.

2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By: \_\_\_\_\_  
JAY BLOOM, Manager

By: \_\_\_\_\_  
JOHN OTTER, President  
CBC Partners, LLC,



# EXHIBIT “Z”

**ASSIGNMENT OF COMPANY AND  
MEMBERSHIP INTERESTS  
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC  
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Kenneth Antos and Sheila Neumann-Antos, Trustees of the Kenneth & Sheila Antos Living Trust and Kenneth M. Antos Sheila M. Neumann-Antos Trust ("Assignor") and CBC Partners, LLC, a Washington limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.
2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.
4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By:   
KENNETH M. ANTOS, Trustee

By:   
JOHN OTTER, President  
CBC Partners, LLC,

By:   
SHEILA NEUMANN-ANTOS, Trustee

# EXHIBIT “AA”

# MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.  
L. Joe Coppedge, Esq.  
Mark C. Hafer, Esq.\*

\*of counsel

6070 South Eastern Avenue  
Suite 270  
Las Vegas, Nevada 89119

Telephone 702.454.3333  
Facsimile 702.386.4979

April 3, 2020

Via Certified Mail  
& USPS

Jay Bloom, Manager  
SJC Ventures, LLC  
c/o Maier Gutierrez & Associates  
8816 Spanish Ridge Avenue  
Las Vegas, NV 89148

Via Certified Mail  
& USPS

Jay Bloom, Manager  
SJC Ventures, LLC  
5148 Spanish Heights Drive  
Las Vegas, NV 89148

Re: Notice to Vacate  
5148 Spanish Heights Drive, Las Vegas, NV 89148

Dear Mr. Bloom:

As you are aware, CBC Partners I, LLC, (CBCI) has exercised their rights pursuant to the Pledge Agreement and having received the Assignment of Company and Membership Interests of Spanish Heights Acquisition Company, LLC (SHAC) from the Kenneth & Sheila Antos Living Trust, CBC Partners, LLC (CBCP) is now the owner of SHAC. This letter shall serve as notice for SJC Ventures, LLC (SJCVC) to vacate the premises located at 5148 Spanish Heights Drive, Las Vegas, NV 89148. SHAC is also the owner of certain fixtures, furniture, equipment and appliances on property. The inspection recently performed and the failure to provide proof of repairs contracted for; show that significant damage to the property has occurred.

My client appreciates these difficult times and would like to accommodate a reasonable plan for SJCVC to vacate. Please feel free to contact the undersigned to discuss a plan to vacate and the inventory of items owned by SHAC.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf  
cc: CBC Partners I, LLC

# EXHIBIT “BB”



## NOTE PURCHASE AND SALE AGREEMENT

This Note Purchase and Sale Agreement (the "Agreement") is entered into as of April 1, 2020, by and between 5148 Spanish Heights, LLC ("Buyer") and CBC Partners I, LLC, a Washington limited liability company ("Seller") with reference to the following:

### RECITALS

A. KCI Investments, LLC, a Nevada limited liability company ("KCI") and Preferred Restaurant Brands, Inc., a Florida corporation ("PRB") previously entered into a Loan Agreement with Seller dated June 22, 2012 (the "Loan Agreement").

B. In connection with the Loan Agreement, Borrower executed that certain Secured Promissory Note dated June 22, 2012 and ten subsequent modifications (excluding that certain Severed Note in the amount of \$15,000, collectively the "Amended Promissory Note").

C. In connection with the Loan Agreement and Amended Promissory Note, Borrower executed certain Security Agreements, Subsidiary Guarantees, and Intercreditor Agreements, Deeds of Trust, Assignment of Rents, and Fixture Filings, and Kenneth M. Antos and Sheila M. Neumann-Antos ("Guarantors") executed that certain Guaranty dated June 22, 2012 (the "Antos Guaranty," and together with all other agreements and documents referenced herein, collectively, the "Security Agreements").

D. In connection with the Loan Agreement and Amended Promissory Note, the Guarantors' Guaranty of the obligations owing under the Amended Promissory Note is secured by a certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing made as of December 17, 2014, by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, ("Antos Trust") as Trustor for the benefit of Seller and subsequently, the 2014 Deed of Trust was modified by a certain First Modification to Deed of Trust, Assignment of Rents, Security Agreement and Fixture filing made effective November 30, 2016 by Trustor for the benefit of Seller (collectively, the "Modified Deed of Trust") that encumbers the property commonly known as 5148 Spanish Heights Drive, Las Vegas, NV (the "Property") owned by Antos Trust.

E. In connection with the Loan Agreement and Amended Promissory Note the Antos Trust executed that certain Forbearance Agreement dated September 27, 2017, along with Exhibit B to the Forbearance Agreement, the Antos Trust conveyed the Property to Spanish Heights Acquisition Company, LLC, a Nevada limited liability company ("SHAC") Antos Trust and SJC Ventures, LLC ("SJC") and together with Antos Trust, each "Borrower" and collectively "Borrowers") as members of SHAC with the Antos Trust and SJC granted to Seller Additional Collateral described in Exhibit B to the Forbearance Agreement.

F. In connection with the Loan Agreement and Amended Promissory Note, the Antos Trust, SHAC, and SJC entered into an Amendment to Forbearance Agreement and Related Agreements dated December 1, 2017, wherein Seller would extend the Forbearance Period upon certain conditions being met by the Antos Trust, SHAC, and SJC.

G. In connection with the Loan Agreement and Amended Promissory Note, UCC-1 financing statements have been filed or are in the process of being filed to perfect the Security Interest in Nevada (the "Security Documents").

H. Buyer wishes to purchase the Loan Agreement, the Promissory Note, the Antos Guaranty and the Modified Deed of Trust from Seller and Seller wishes to sell its rights under

the Loan Agreement, Promissory Note, Antos Guaranty, Pledge Agreement and the Modified Deed of Trust to Buyer, as-is, where-is, with no representations or warranties of any kind except those expressly provided herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

## **AGREEMENT**

### **1. LOAN**

Subject to the terms and conditions stated in this Agreement, Seller agrees to sell, assign and transfer to Buyer, as-is, where-is, without recourse, representation, warranty or retained liability of any kind, and Buyer agrees to purchase from Seller on or before April 3, 2020 (the "Closing Date"), all of Seller's right, title and interest in and to the Loan Agreement, the Promissory Note, the Modified Deed of Trust, the Pledge Agreement and the Security Agreements together with all of Seller's rights relating thereto. Buyer hereby agrees, for its own account and risk, to accept the assignment of the Loan Agreement, the Promissory Note, the Modified Deed of Trust, and the Security Agreements, as-is, where-is, without recourse, representation, or warranty of any kind, and to assume, comply with and perform as of and after the Closing Date, all of Seller's duties, liabilities, obligations and responsibilities of every type or nature whatsoever and howsoever arising under or as a result of the Loan Agreement, the Promissory Note, the Modified Deed of Trust, and the Security Agreements. This Assignment to Buyer upon the Closing Date is made without recourse to Seller.

### **2. PAYMENT**

Buyer shall pay to Seller, upon delivery of the original Secured Promissory Note and any amendments or modifications, the sum of Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000.00) (the "Purchase Price") on or before the Closing Date. If such amount is received on or before the Closing Date, Seller shall deliver to Buyer the following documents:

- A. The original Loan Agreement and Promissory Note, together with an Allonge in the form attached hereto as Exhibit A, duly executed and endorsed by Seller in the order of Buyer;
- B. An Assignment and Assumption Agreement in the form attached hereto as Exhibit B duly executed by Seller.

### **3. WARRANTY**

Buyer further acknowledges and agrees, and specifically acknowledges Seller's express reliance hereon, that except as set forth below,

A. Seller has made no warranties or representations of any type or nature to Buyer or any agent of Buyer, including, without limitation, any warranties or representations with respect to:

- i. the collateral or the condition or value of the collateral; the Amended Promissory Note, the loan agreement, Antos Guaranty, Security Agreements, Modified Deed of Trust, or any or all of the security therefor;
- ii. any of the other loan documents or instruments relating to or securing the promissory note;
- iii. the collectability or enforceability of the obligations evidenced by the

promissory note; or

iv. the borrower or the financial condition or creditworthiness of Borrower, Guarantors, Antos Trust, or any other credit party;

v. Seller shall remain responsible for any and all costs associated with enforcement of Exhibit B4 of the Forbearance Agreement if and only if the entire error in the execution of the document is at issue (see page 9 to Membership Pledge Agreement).

B. Buyer has conducted and will continue to conduct its own examination and investigation of the collateral and the condition of the collateral, the Amended Promissory Note, the loan agreement, Antos Guaranty, Security Agreements, Modified Deed of Trust, and the loan agreement, and Buyer is not relying and will not rely upon Seller in any manner or to any extent with respect to Buyer's purchase of the Amended Promissory Note and the other loan documents; and

C. Seller's sale of the Amended Promissory Note and other loan documents to Buyer is and shall be as-is, where-is, without recourse to Seller and without any representations or warranties, whether express or implied. Buyer shall rely exclusively upon its own attorneys, accountants, consultants, and other professions for any legal, tax, collateral condition, due diligence or other experts.

#### 4. ADDITIONAL REPRESENTATIONS

A. Buyer acknowledges and agrees that Seller remains the owner of the Loan Agreement, the Amended Promissory Note, Antos Guaranty, Modified Deed of Trust and Security Agreements until Buyer has satisfied all terms and conditions under this Agreement, including without limitation, the indefeasible payment in full to Seller of the Purchase Price.

B. Buyer acknowledges that all risk of loss in connection with the Loan Agreement, the Amended Promissory Note, Antos Guaranty, Modified Deed of Trust, Security Agreements, other loan documents and Property shall be borne by Buyer upon Closing including, without limitation, any casualty involving the Property or other collateral, provided, that any casualty insurance proceeds paid to Seller on account of a loss which occurs after the Closing Date shall be assigned to Buyer and forwarded to Buyer immediately upon receipt thereof by Seller.

C. Seller hereby represents and warrants to Buyer that:

i. Seller is currently the owner of the Amended Promissory Note, and the Modified Deed of Trust;

ii. Seller has obtained all necessary authorization and/or consents to consummate the transactions contemplated hereby; and

iii. Seller has not previously transferred the Amended Promissory Note, Antos Guaranty, and the Modified Deed of Trust.

D. Buyer hereby represents and warrants to Seller that:

i. Buyer is familiar with Borrower and all other matters regarding the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Antos Guaranty, other loan documents, and the Property;

ii. Buyer is a sophisticated investor with knowledge and experience in financial and business matters sufficient to evaluate the merits and risks of the transaction contemplated by this Agreement and has conducted an independent

investigation of the Borrower with respect to the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Autos Guaranty, other loan documents, and the Property and has reviewed such documents and matters and is not relying on Seller (except as to the accuracy of Seller's express representations herein);

iii. Buyer has conducted its own review and analysis in making the decision to purchase the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Autos Guaranty, other loan documents, and the Property;

iv. Buyer has made such decision without any advice or encouragement from Seller.

E. Buyer is not relying on any representations, warranties or other statements made at any time by Seller or any of the Seller's present or former employees, agents or representatives ("Representatives") except for those representations and warranties expressly stated in this Agreement. Buyer is voluntarily undertaking its obligations under this Agreement with full awareness of the significance and risks; and

F. When executed and delivered by Buyer, this Agreement shall constitute a legal, valid and binding agreement of Buyer, enforceable in accordance with its express terms. The person executing this Agreement on behalf of Buyer has full power and authority to bind Buyer to this Agreement.

G. By its respective execution and delivery of this Agreement, each of Buyer and Seller respectively represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized, as applicable, by all necessary corporate action.

5. Seller shall have no duty or obligation to notify the Borrower or any third party regarding the sale and transfer to Buyer or the assignment of the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Autos Guaranty, other loan documents.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Nevada. This Agreement may be executed in one or more counterparts, each and all of which shall constitute but one agreement. Each of the parties hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.

7. **Default.** In the event this transaction is not consummated by reason of Buyer's default hereunder then Seller, in addition to any other rights and remedies available to it at law or in equity, may retain all deposits paid and terminate this agreement by notifying Buyer thereof. Buyer acknowledges and agrees that no technical or non-material default by Seller under this agreement shall in any way affect any rights or remedies of Seller against Buyer hereunder. Notwithstanding anything to the contrary contained in this section, if Buyer brings an action against Seller for an alleged breach or default by Seller of its obligations under this agreement, and, in connection with that action, enjoins or restrains Seller's ability to sell or transfer the promissory note, loan agreement or security interest ("Buyer's action"), Seller shall not be restricted by the provisions of this section from seeking expungement or relief from that injunction or the restraint, and recovering damages, costs or expenses (including attorneys' fees) which Seller may suffer or incur as a result of Buyer's action. Furthermore, in no event shall this section have any application to or limit Seller's rights against Buyer in connection with any of the following: (i) any duty or obligation of Buyer to indemnify Seller as provided in this agreement, or (ii) any misrepresentations by Buyer.

8. Buyer shall not institute or prosecute (but will cooperate fully) any action, suit, hearing or other proceeding of any kind, nature or character at law, admiralty or in equity against Seller

in order to collect, enforce, declare, assert, establish or otherwise raise any defense, claim, cause of action, contract, liability, indebtedness or obligation related to the Promissory Note, Loan Agreement or Security Interest, or which arises out of any fact, contract, condition, claim, cause of action, indebtedness, liability, obligation, event, action, omission, circumstance, or other matter or reason of any kind which is the basis for any such defense, claim, cause of action, liability, indebtedness or obligation under Promissory Note, Loan Agreement or Security Interest.

9. **Releases.** Except for the breach of any agreements of Seller hereunder, Buyer does hereby fully, forever and irrevocably release, discharge and acquit Seller and its respective past and present parent, subsidiary, and affiliate corporations, and the respective past and present officers, directors, shareholders, agents, attorneys and employees of each and all of the foregoing entities, and its and their respective successors, heirs, assigns and any other person or entity now, previously, or hereafter affiliated with the same (Seller, together with each and all said parent, subsidiary and affiliated corporations, officers, directors, shareholders, agents, attorneys and employees, shall be collectively referred to hereinbelow as the "Released Parties" and each such reference shall refer jointly and severally to each and all of Seller and such other persons and entities), of and from any and all rights, claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty of any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length ("Released Claims") including, but not limited to those that in any way arise from or out of, are connected with, or relate to the Amended Promissory Note, Amended Promissory Note, Modified Deed of Trust, Security Agreements, Antos Guaranty, other loan documents. In consideration of Seller entering into this Agreement, this general release shall be effective as of the date of this Agreement. In addition, it is Buyer's intentions that upon the occurrence of the Closing, this general release shall include all Released Claims up to the date of the Closing. In the event the Closing does not occur, for any reason, Buyer understands and agrees that Buyer's general release of the Released Parties, as of the date of this Agreement, shall remain in full force and effect.

10. **Indemnification.** Buyer hereby agrees to and hereby does indemnify, defend and hold harmless Seller and its directors, officers, agents, attorneys and employees (collectively, the "Seller") of, for, from and against (a) any and all claims, demands, actions and causes of action that are asserted against Seller by any person or entity (other than the Seller) if the claim, demand, action or cause of action directly or indirectly relates to a claim, demand, action or cause of action that such person or entity has or asserts against Buyer or any officer, director or shareholder of Buyer; (b) any and all claims, demands, actions and causes of action that are asserted against Seller if the claim, demand, action or cause of action directly or indirectly relates to the relationship between Buyer and the Seller under this Agreement, the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Antos Guaranty, other loan documents, or Property, or to the transactions contemplated hereby or thereby; (c) any administrative or investigative proceeding by any governmental authority directly or indirectly related to a claim, demand, action or cause of action described in clauses (a) or (b) above; (d) any and all claims, demands, actions and causes of action that are asserted against Seller by Borrower; and (e) any and all liabilities, losses, costs and expenses (including attorneys' fees.



any disbursements and other professional services) that the Seller suffers or incurs as a result of the assertion of any of the foregoing. The Seller is authorized to employ counsel of its own choosing in enforcing its rights hereunder and in defending against any claim, demand, action, cause of action or administrative or investigative proceeding covered by this section. Any obligation or liability of Buyer to the Seller under this section shall survive the expiration or termination of this Agreement and the repayment of the amounts covered by the Amended Promissory Note, Modified Deed of Trust, Security Agreements, Autos Guaranty, and Related Loan Documents. All amounts covered under this indemnity shall be due and payable to the Seller from Buyer immediately upon demand by the Seller.

## 11. MISCELLANEOUS

A. Non-Assignability. Seller may not assign its rights and/or obligations under this Agreement. Buyer may freely assign all of its rights and obligations under this Agreement and the note attached as Exhibit A.

B. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Buyer, Seller, and their respective successors, assigns (to the extent assignees are otherwise permitted under this Agreement), devisees, and beneficiaries.

C. Modification. This Agreement may not be modified except in writing signed by Buyer and Seller.

D. Time of Essence. Time is of the essence with regard to each and every term, condition and obligation of this Agreement.

E. Applicable Venue. Sole and exclusive jurisdiction and venue of any dispute or claim related to this Agreement shall be in the State or Federal courts in Las Vegas, Nevada.

F. Severability. If at any time any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected and such remaining provisions will remain in full force and effect.

G. Attorneys' Fees. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorneys' fees.

H. Notice. Any and all notices required under this Agreement shall be sent by certified mail, return receipt requested, addressed to the party at the address set forth herein or at such other address as the party may designate to the other party in accordance with this paragraph. A notice shall be deemed effective two (2) days after the date on which the notice is mailed.

I. Exclusion of Other Notes. This Agreement solely pertains to the sale and assignment of the Amended Promissory Note, and does not extend to any other promissory notes executed by Borrower or its related entities.

J. Merger. This Agreement sets out the entire agreement of the parties.

[Signatures to Follow]

In witness hereof, the parties have executed this Agreement:

SELLER:

CBC PARTNERS I, LLC,  
a Washington limited liability company

  
JOHN OTTER, Manager

Dated: 4/3/2020

BUYER:

5148 SPANISH HEIGHTS, LLC,  
a Nevada limited liability company

  
MICHAEL R. MUSHKIN, Manager

Dated: 4/3/2020

Attachments

Exhibit A: Allonge

Exhibit B: Assignment and Assumption Agreement

**EXHIBIT A**  
**ALLONGE**

Pay to the order of 5148 Spanish Heights, LLC, a Nevada limited liability company  
**WITHOUT RECOURSE TO THE UNDERSIGNED AND WITHOUT REPRESENTA-  
TION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY THE  
UNDERSIGNED.**

DATED: 4/3/2020

CBC PARTNERS I, LLC,

a Washington limited liability company

  
John Otter, Manager

This Allonge is to be attached to a form a part of that certain Promissory Note dated as of June 22, 2012 and all related Modifications, Forbearance Agreements, and Amendments to Forbearance Agreements in the original maximum principal amount of \$300,000.00, executed by KCI Investments, LLC, a Nevada limited liability company.

**EXHIBIT B**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 1 day of April, 2020, is executed by and between CBC Partners I, LLC, a Washington limited liability company ("Assignor"), and 5148 Spanish Heights, LLC, a Nevada limited liability company ("Assignee").

1. Assignment. Assignor hereby grants, sells, assigns and transfers WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED all of Assignor's right, title and interest in, to and arising under that certain Promissory Note dated as of June 22, 2012, in the original maximum principal amount of \$300,000.00, executed by KCI Investments, LLC, a Nevada limited liability company (the "Borrower") in favor of Assignor (the "Note"), and the Loan Agreement, Security Interest and all other related documents (as defined in that certain Note Purchase and Sale Agreement dated on or about the date hereof between Assignor and Assignee).

2. Assumption. Assignee hereby assumes and promises to perform in accordance with the terms thereof each and all of the duties and obligations of the Assignor arising from, in connection with, in respect of or under the Loan Agreement, Promissory Note and Security Interest. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all liability for performance or nonperformance of such duties and obligations and any and all claims, actions, suits, costs, demands and causes of action which may be asserted against Assignor in respect of, in connection with or otherwise relating to or arising under the Loan Agreement, Promissory Note and Security Interest.

3. Further Assurances. Each party agrees that from time to time it will execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the other party may request, in order to perfect and confirm the Assignment effected by this Assignment and Assumption Agreement.

4. Governing Law. This Assignment and Assumption Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada and shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

5. Conflict. In the event of a conflict between this Assignment and Assumption Agreement, the terms of that certain Note Purchase and Sale Agreement dated April 1, 2020, shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

CBC PARTNERS I, LLC,  
a Washington limited liability company

  
JOHN OTTER, Manager

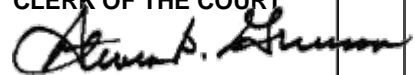
ASSIGNEE:

5148 SPANISH HEIGHTS, LLC,  
a Nevada limited liability company

  
MICHAEL R. MUSHKIN, Manager

# EXHIBIT “CC”





**ORDER**  
JOSEPH A. GUTIERREZ, ESQ.  
Nevada Bar No. 9046  
DANIELLE J. BARRAZA, ESQ.  
Nevada Bar No. 13822  
MAIER GUTIERREZ & ASSOCIATES  
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*Attorneys for Plaintiffs*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

SPANISH HEIGHTS ACQUISITION  
COMPANY, LLC, a Nevada Limited Liability  
Company; SJC VENTURES HOLDING  
COMPANY, LLC, d/b/a SJC VENTURES,  
LLC, a Delaware Limited Liability Company,

**Plaintiffs,**

vs.

CBC PARTNERS I, LLC, a foreign Limited  
Liability Company; CBC PARTNERS, LLC, a  
foreign Limited Liability Company; 5148  
SPANISH HEIGHTS, LLC, a Nevada Limited  
Liability Company; KENNETH ANTOS AND  
SHEILA NEUMANN-ANTOS, as Trustees of  
the Kenneth & Sheila Antos Living Trust and  
the Kenneth M. Antos & Sheila M. Neumann-  
Antos Trust; DACIA, LLC, a foreign Limited  
Liability Company; DOES I through X; and  
ROE CORPORATIONS I through X, inclusive,

**Defendants.**

Case No.: A-20-813439-B  
Dep't. No.: 1)

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR PRELIMINARY  
INJUNCTION ON A LIMITED BASIS**

Hearing Date: May 14, 2020  
Hearing Time: 9:30 a.m.

This matter came on for hearing before the Court on May 14, 2020, at 9:30 a.m., on plaintiffs  
Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC d/b/a SJC  
Ventures LLC's (collectively "Plaintiffs") motion for preliminary injunction (the "Motion").

Plaintiffs were represented by Joseph A. Gutierrez, Esq. and Danielle J. Barraza, Esq., of the

1 law firm MAIER GUTIERREZ & ASSOCIATES. Defendant CBC Partners I, LLC, was represented by  
2 Michael R. Mushkin, Esq. of the law firm MUSHKIN & CORPEDGE.

3 The Court, having reviewed the pleadings and papers on file herein relative to the Motion,  
4 having heard the argument of counsel present at the hearing, and good cause appearing, hereby rules  
5 as follows:

6 The Court FINDS that the April 3, 2020 Notice to Vacate violates Nevada Governor's  
7 Emergency Directive 008 because there is not an establishment of a serious endangerment of the  
8 public or other residents or serious criminal activity or significant damage to the property at issue  
9 (5148 Spanish Heights Drive, Las Vegas, NV 89148), which is required under Section 1 of the  
10 Governor's Emergency Directive 008.

11 Accordingly,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs' Motion is hereby  
13 GRANTED on the merits in a limited way and pursuant to EDCR 2.20 to prevent any further action  
14 related to the Notice to Vacate, by Defendant and/or any successor in interest, until after expiration of  
15 the Governor's Emergency Directive 008;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs shall provide  
17 appropriate security pursuant to NRCP 65(c) for the payment of such costs and damages sustained by  
18 any party who is found to have been wrongfully enjoined or restrained in this action. This security  
19 shall consist of the \$1,000 bond that Plaintiffs posted in accordance with the Temporary Restraining  
20 Order in this matter. This security shall also consist of Plaintiff Spanish Heights Acquisition Company  
21 tendering payments which come due on the first mortgage (to City National Bank) and the second  
22 mortgage (to Northern Trust Bank) while this injunction is in place, although Plaintiff Spanish Heights  
23 Acquisition Company will not be required to make any payments on any claimed third mortgage (to  
24 CBC Partners I, LLC or any purported transferee or assignee of the Note associated with the third  
25 mortgage). Additionally, this security shall further consist of Plaintiff Spanish Heights Acquisition  
26 Company paying the standard real property taxes, real property insurance, and monthly HOA dues

27 ///

28 ///

1 which come due only during the time this injunction is in place, not before.

2 DATED this 29th day of May, 2020.

3  
4   
DISTRICT COURT JUDGE

5 Respectfully submitted,

Approved as to form and content:

6 MAIER GUTIERREZ & ASSOCIATES

MUSHKIN & COPPEDGE

7 

8 

9 JOSEPH A. GUTIERREZ, ESQ.  
Nevada Bar No. 9046

MICHAEL R. MUSHKIN, ESQ.  
Nevada Bar No. 2421

10 DANIELLE J. BARRAZA, ESQ.  
Nevada Bar No. 13822

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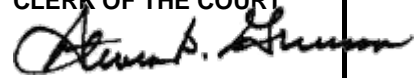
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Las Vegas, Nevada 89148

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12 *Attorneys for Plaintiffs*

*Attorneys for Defendant and Third-Party  
Plaintiffs 5148 Spanish Heights, LLC and CBC  
Partners I, LLC*

# EXHIBIT “DD”



TRAN

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

SPANISH HEIGHTS ACQUISITION )  
COMPANY LLC, )

Plaintiffs, )

vs. )

CBC PARTNERS I LLC, )

Defendant. )

AND RELATED PARTIES )

CASE NO. A-20-813439-B  
DEPT NO. XI

**TRANSCRIPT OF  
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

THURSDAY, MAY 14, 2020

**HEARING RE: PLAINTIFFS' APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND MOTION FOR PRELIMINARY  
INJUNCTION ON ORDER SHORTENING TIME**

APPEARANCES:

FOR THE PLAINTIFFS: JOSEPH A. GUTIERREZ, ESQ.  
DANIELLE J. BARRAZA, ESQ.

FOR CBC PARTNERS I: MICHAEL R. MUSHKIN, ESQ.

RECORDED BY: JILL HAWKINS, COURT RECORDER  
TRANSCRIBED BY: JD REPORTING, INC.



**I N D E X**

Opening statement for the Plaintiff by Mr. Gutierrez	6
Opening statement for the Defense by Mr. Mushkin	7
Closing argument for the Plaintiffs by Mr. Gutierrez	253
Closing argument for the Defense by Mr. Mushkin	256
Rebuttal argument for the Plaintiffs by Mr. Gutierrez	269

**W I T N E S S E S**

**WITNESSES FOR THE PLAINTIFFS:**

JAY BLOOM

Direct Examination by Mr. Gutierrez	22
Cross-Examination by Mr. Mushkin	68
Redirect Examination by Mr. Gutierrez	210
Recross-Examination by Mr. Mushkin	215

ALAN HALLBERG

Direct Examination by Mr. Gutierrez	217
Cross-Examination by Mr. Mushkin	223
Redirect Examination by Mr. Gutierrez	233
Recross-Examination by Mr. Mushkin	236

**WITNESSES FOR THE DEFENSE:**

DAVID HODGMAN

Direct Examination by Mr. Mushkin	240
Cross-Examination by Mr. Gutierrez	242

**WITNESSES FOR THE DEFENSE (CONTINUED):**

KENNETH M. ANTOS

Direct Examination by Mr. Mushkin	246
Cross-Examination by Mr. Gutierrez	247
Redirect Examination by Mr. Mushkin	249
Recross-Examination by Mr. Gutierrez	252

**E X H I B I T S**

**DEFENSE EXHIBITS ADMITTED:**

A-W	21
X	52
AA	55
CC	48
EE	47
FF	133
II	65
OO	186
PP	187

1 **LAS VEGAS, CLARK COUNTY, NEVADA, MAY 14, 2020, 9:24 A.M.**

2 \* \* \* \* \*

3 THE COURT: So I've got two motions that were filed  
4 yesterday. There's a motion for a protective order and a  
5 motion to quash subpoena. Does anybody want to discuss either  
6 of those before we start?

7 MR. GUTIERREZ: You've already sent out a minute  
8 order, Judge. So they're moot I believe.

9 THE COURT: Only on the subpoena issue. So if  
10 that's -- if it's all covered by both of these steps -- because  
11 I read them, and it seemed like there was still a lingering  
12 issue, but we'll deal with it if it comes up.

13 MR. MUSHKIN: Whatever you want, Judge.

14 THE COURT: Okay. So do you guys.

15 All right. I'm going to go drink some more coffee,  
16 and you guys let me know when we're ready to start.

17 (Proceedings recessed at 9:25 a.m., until 9:26 a.m.)

18 MR. MUSHKIN: Well, if we can't make it work --

19 THE COURT: We can make it work.

20 MR. MUSHKIN: -- we don't want to waste judicial  
21 time. I can have my client listen in, and --

22 THE COURT: Can he listen until we fix it?

23 MR. MUSHKIN: That was my point.

24 THE COURT: Perfect. Okay. So we'll have him listen  
25 while we wait for IT.

1 (Pause in the proceedings.)

2 MR. MUSHKIN: And the first witness is here.

3 THE COURT: But we're going to do opening statements  
4 first.

5 MR. MUSHKIN: Yes, ma'am.

6 THE COURT: Would anyone like to make an opening  
7 statement?

8 MR. GUTIERREZ: Good morning, Your Honor.

9 MR. MUSHKIN: Oh, one second, Judge. Let me get him  
10 on the line.

11 THE COURT: You know you can't move the chairs. Once  
12 you get in the chairs, they've got to stay where they are.  
13 They've got the blue stickers on them. Dan measured carefully.  
14 I mean, he was really into --

15 MR. MUSHKIN: I gave me the rules.

16 (Pause in the proceedings.)

17 MR. MUSHKIN: Mr. Hallberg, I have now put you on  
18 speaker phone. They're going to try and get BlueJeans up here  
19 in a while.

20 Your Honor, I'm just going to place him next to the  
21 speaker in case he -- or the mic in case he has to speak.

22 THE COURT: Okay. We hope he doesn't.

23 Mr. Gutierrez, you wanted to make an opening  
24 statement.

25 MR. GUTIERREZ: Good morning, Your Honor.

1 THE COURT: Good morning again.

2 **OPENING STATEMENT FOR PLAINTIFFS**

3 MR. GUTIERREZ: Your Honor, Joseph Gutierrez on  
4 behalf of Spanish Heights Acquisition Company. Danielle  
5 Barraza with me today and also on behalf of SJC Ventures. With  
6 me is Jay Bloom as manager of both entities.

7 MR. BLOOM: Good morning.

8 MR. GUTIERREZ: Your Honor, briefly this is our  
9 motion for preliminary injunction that we are seeking in  
10 extension to the temporary restraining order to expire at the  
11 time of the governor's moratorium.

12 Specifically, we've laid out arguments in our  
13 pleadings, Your Honor, and in our TRO argument that this is a  
14 clear foreclosure attempt on behalf of the defendants to  
15 foreclose on property owned by Spanish Heights Acquisition  
16 Company, which we call SHAC, and to evict a tenant which is SJC  
17 Ventures as part of a lease agreement that is set to expire in  
18 2023.

19 So it's our position, Your Honor, that the governor's  
20 directive that no exception applies here. The governor's  
21 directive should be interpreted on its face, and this TRO  
22 should be extended as a preliminary injunction to the time to  
23 if and when the governor's directive is dissolved, which we  
24 don't know.

25 Additional, Your Honor, the other point we want to



1 raise today and show is that we've come to learn that CBC  
2 Partners, the defendant, has sold their note, and so we believe  
3 there's a [indiscernible] issue with standing. So we don't  
4 believe that CBC even has standing to foreclose or to challenge  
5 some of the issues in the governor's directive. So we'll be  
6 putting evidence on that as well.

7 THE COURT: All right.

8 MR. GUTIERREZ: Thank you, Your Honor.

9 THE COURT: Thank you.

10 Mr. Mushkin.

11 MR. MUSHKIN: May I take this off while I speak?

12 THE COURT: As long as you stay there.

13 MR. MUSHKIN: I am not going anywhere.

14 THE COURT: Because you are more than 6 feet away  
15 from everybody at the podium.

16 MR. MUSHKIN: I'm not going anywhere, Judge.

17 THE COURT: As someone that's been trying to speak  
18 through a face covering for six weeks, I can tell you it's not  
19 easy.

20 MR. MUSHKIN: It's not.

21 **OPENING STATEMENT FOR DEFENDANT**

22 MR. MUSHKIN: Your Honor, as you can see from our  
23 pleadings, we are diametrically opposed. What the record will  
24 show in this case is that there is no eviction. There is no  
25 foreclosure. There were notices sent. What the record will

1 show is that all of the obligations are fully matured and that  
2 there is no continuing lease. That lease was terminated. In  
3 addition, it was fully matured. The termination comes by  
4 contract right. The full maturation columns by way of an  
5 amended document on amendment to the forbearance agreement,  
6 which we'll show you.

7 Interestingly enough, there's another document called  
8 a pledge agreement, and I want to point this out to the Court  
9 because the TRO was obtained under a rather strange  
10 circumstance. A hearing was requested, but none was had, and  
11 the defense was never heard. And I understand the Court  
12 wanting evidence and extending it; that's a different  
13 circumstance. But the initial granting of this should not  
14 be --

15 THE COURT: Not by me.

16 MR. MUSHKIN: Not by you.

17 THE COURT: By somebody else. Yes.

18 MR. MUSHKIN: But, yes, Your Honor. Not by you. And  
19 there's other circumstances behind that, but not by you.

20 It is without a clear statement pursuant to the rule,  
21 and I would point to the two declarations by Mr. Bloom that  
22 never set forth the specific facts that support an injunction.  
23 And better yet, Judge, what are they trying to enjoin? Are  
24 they trying to enjoin the right to give a notice, or they're  
25 trying to enjoin an eviction or a foreclosure action that

1 doesn't exist.

2           Your Honor, we ask you to take judicial notice of  
3 some other cases. I'll go into them at greater length, but you  
4 will find a pattern here, Judge, a pattern of  
5 misrepresentation, a pattern of a lack of candor, and quite  
6 frankly, Judge, at the end of all of this, we will try and  
7 determine that this is a vexatious litigant.

8           The contract obligations are very clear, and for  
9 Mr. Bloom to file a declaration that says that a hundred  
10 percent of the interest in SHAC is not pledged for the  
11 performance of the obligations that have fully matured is not  
12 only misleading, it is false. It is an intentional  
13 misrepresentation to this Court. The documents say it over and  
14 over. Mr. Bloom confirms it both on behalf of SHAC and on  
15 behalf of SJC Ventures.

16           THE COURT: Hold on a second, Mr. Mushkin.

17                     (Pause in the proceedings.)

18           THE COURT: Sorry. I parked in the wrong spot  
19 because somebody was in my spot, and now it's creating drama.

20           MR. MUSHKIN: That pledge agreement calls for CBC, my  
21 client, to be able to obtain by its own acts -- there's  
22 actually even a power of attorney provided so that upon default  
23 or maturation they can take over the stock of SHAC. Notice was  
24 given. Mr. Antos, the 49 percent owner understood the  
25 obligations, transferred his interest over. Mr. Bloom ignored.

1           Now, when the bailiff interrupted you, I was about to  
2 go back to a specific document. It is a letter dated March  
3 16th, Judge, and it's quite important because the March 16  
4 document is to put the plaintiff on notice that they have not  
5 performed various obligations under the documents. It is not  
6 an eviction. It is not a foreclosure. It is a request for  
7 information and performance. There is nothing in that March  
8 16th letter that is covered by any of the directives of the  
9 governor. Yet the plaintiff submits an order that wants all of  
10 these notices rescinded.

11           Now, at the end of this hearing, Your Honor, I'm  
12 going to ask you to dissolve the TRO nunc pro tunc because I  
13 want my notices to bind. There has been no evictions  
14 proceeding begun. There has been no foreclosure proceeding  
15 begun, but there have been a series of notices that I have  
16 every right to give because everything is matured. The statute  
17 says I have to give that notice 30 days before I can foreclose.  
18 And at some point in time, the directives, either through the  
19 courts, as we saw from Wisconsin, or by their release, will --  
20 these emergency directives will go away. All right. So that  
21 March 16th letter should have never been the subject of a  
22 TRO. It should've never been in any way affected by any of  
23 this claim of emergency directives 008.

24           Now, let's go back to those documents, the pledge  
25 document. Well, Judge, there's a note. There's a deed of

1 trust, and there's even more.

2           Could I have my demonstrative exhibit, please. I  
3 thought I had it over here.

4           So there's a -- there's some undisputed facts here.  
5 There's a first mortgage on this property, and that first  
6 mortgage is to City National Bank, and that first mortgage has  
7 a balance of \$3,240,000, and that monthly payment on that is  
8 \$19,181.04.

9           The second mortgage on this property is to Northern  
10 Trust. It's a HELOC. It's for \$599,000, and there might be  
11 some change on there, but I'm rounding to the thousand. The  
12 payment is \$3,084.86.

13           The third mortgage starts out as a commercial loan.

14           THE COURT: Can we stop for a second.

15           MR. MUSHKIN: Yes, you bet.

16           THE COURT: Yes, Jill.

17           THE COURT RECORDER: So the question is first of all  
18 who is the witness? Is that Kenneth Antos or is it --

19           MR. MUSHKIN: Kenneth Antos is one witness. He is --  
20 and the man on the phone is Alan Hallberg.

21           THE COURT RECORDER: Mr. Hallberg. Right.

22           MR. MUSHKIN: And he's my client.

23           THE COURT RECORDER: And who's David?

24           MR. MUSHKIN: David, there are several of the  
25 declarants. We filed declarations, and I have the declarants



1 listening in in case the Court wants their testimony as -- or  
2 further on the declarations. So there's some of the declarants  
3 that might be listening in.

4 THE COURT: Okay. So I'm not reading the  
5 declarations because this is an evidentiary hearing. There  
6 maybe a chance that you want to offer those, but at this point  
7 I haven't read them because this is an evidentiary hearing.

8 MR. MUSHKIN: Well --

9 THE COURT: I understand. I haven't read them yet.

10 MR. MUSHKIN: Okay.

11 THE COURT: There may be an objection to me reading  
12 them, which is why I don't read them ahead of time.

13 THE COURT RECORDER: Okay. So the problem is going  
14 to be they're all on the same link, and --

15 THE COURT: They have to go one after the other.  
16 They can't all be on at the same time; correct?

17 THE COURT RECORDER: Well, they can, but the problem  
18 is, is if the exclusionary rule applies, then the witness can't  
19 be on there.

20 THE COURT: Does anybody want to invoke the  
21 exclusionary rule after I finish opening statements?

22 MR. GUTIERREZ: Yes, Your Honor. We would invoke  
23 that.

24 THE COURT: Okay. So --

25 THE COURT RECORDER: So they're going to have to have

1 a different link.

2 MR. MUSHKIN: So let me see if I can help.

3 THE COURT: Well, hold on. Let Jill finish.

4 THE COURT RECORDER: Let me finish. One second,  
5 please. And because the exhibits are going to be displayed,  
6 you can't have anybody on the video with the exhibits. You  
7 can't do both.

8 MR. MUSHKIN: So, Mr. Hallberg, can you hear what's  
9 going on okay?

10 MR. HALLBERG: Not a hundred percent. I'm getting  
11 maybe 60, 70 percent.

12 MR. MUSHKIN: So all I would care to have is  
13 Mr. Hallberg put on as soon as he can be put on. And if you  
14 have to drop his video to post a exhibit, then he'll just have  
15 audio. Will that work?

16 THE COURT: I don't know.

17 UNIDENTIFIED SPEAKER: Technically, yes, that works.  
18 He won't be able to see the document.

19 MR. MUSHKIN: He doesn't need to. He's got them  
20 separately.

21 UNIDENTIFIED SPEAKER: Then that will work. We can  
22 also let the people know we're going to move them real quickly.  
23 And I can move the other people off.

24 THE COURT: Okay. Well, he has to finish his  
25 opening, and then I ask a question. And then Mr. Gutierrez has

1 said he's going to say, yes, I want the exclusionary rule  
2 invoked, and then we'll have to drop everybody.

3 (Pause in the proceedings.)

4 THE COURT: All right. Mr. Mushkin, if you would  
5 finish or opening statement, please.

6 MR. MUSHKIN: Okay. I believe where I left off,  
7 Judge, is there is a third mortgage on the property.

8 THE COURT: With a variable total?

9 MR. MUSHKIN: With a variable total?

10 THE COURT: That's what you said. It was one, and  
11 then it was different.

12 MR. MUSHKIN: No, I don't --

13 THE COURT: Third mortgage.

14 MR. MUSHKIN: Third mortgage, Judge. Sorry. Don't  
15 confuse me. Thank you.

16 THE COURT: Just give me the third mortgage.

17 MR. MUSHKIN: Yes, ma'am.

18 THE COURT: I've already gotten a HELOC, and I've  
19 done the first mortgage.

20 MR. MUSHKIN: HELOC. It's third mortgage. And I  
21 didn't get to the number. The principal balance of the third  
22 mortgage is \$2,935,001.14. And that mortgage has a contract  
23 rate, not default rate -- that may become relevant later,  
24 Judge -- a contract rate of \$33,187.50.

25 Now, in addition to that, there is something in the

1 documents that you will see called advanced notes. And that's  
2 because in the course of the 30 months that Mr. Bloom has been  
3 living in this house -- well, it's now 32 months, but the 30  
4 months covered by the contracts, the forbearance agreement, the  
5 amended forbearance agreement, the pledge agreement, things of  
6 that nature, during that period of time, Mr. Bloom paid plus or  
7 minus 8,000 --

8           Wait. I've got to get to the other one. Sorry,  
9 Judge.

10           -- \$8,560.42 per month. My client paid as advances,  
11 pursuant to the forbearance and agreements, my client paid  
12 \$22,265 a month, paid out-of-pocket advances pursuant to the  
13 agreement. Those advances and other advances that were  
14 acknowledged at the beginning of the forbearance agreement,  
15 approximately 397,000 worth leave an advance note balance as of  
16 March 31st of \$1,326,744.55. That's important because that is  
17 due March 31st. No foreclosure, no -- that is due. That's  
18 an advance note that Mr. Bloom enjoyed the benefit of for the  
19 30 months that he lived in the house.

20           There's also accrued interest of \$1,058,000. There  
21 are current taxes due in the amount of \$51,000. And to the  
22 best of my knowledge, there's two months of HOA dues that are  
23 due now; however, as a part of the advance was 12,000 and  
24 change that was to cure an HOA foreclosure that Mr. Bloom  
25 allowed to happen within the 30 months. The cure took place in

1 January of 2019.

2           Your Honor, I go through these facts because in order  
3 to be successful on a motion for preliminary injunction, the  
4 plaintiff has the burden of proof. And they must show you that  
5 they are irreparably harmed. I do not believe they'll be able  
6 to do that. They must show you that there's some likelihood of  
7 success on the merits of their claims, and if we look to their  
8 complaint and the merits of their claims, there simply is none.

9           I asked you to take judicial notice of some cases  
10 because you will see this pattern happen twice on the last two  
11 residents of this plaintiff. And then I referenced three  
12 defamation cases because I think they are important to show  
13 pattern as well.

14           When Mr. Bloom doesn't get his way, he takes immense  
15 amount of effort to punish people, and that's what this  
16 litigation is. It's a preemptive strike. Because in January  
17 or February he advised Mr. Hallberg that he wasn't going to  
18 have the money to pay what was due. And by March, everybody  
19 had said enough, and the matter was turned over to me.  
20 There'll be some interesting revelations about that as well.

21           Your Honor, the evidence that we're going to present  
22 to you is not only the contracts and the various documents, but  
23 we're also going to show you through Mr. Bloom's testimony the  
24 misrepresentations, through Mr. Hallberg's and Mr. Antos's  
25 testimony the whole scheme of why this was put into an LLC and

1 why this was done to allow CBC to collect their assets easily.

2 And then there will be a series of declarations  
3 regarding the HOA liens; Mr. Bloom's son being extremely  
4 dangerous in the neighborhood, doesn't have a driver's license,  
5 isn't driving with a person there. There'll be all of that to  
6 show you why the declaration -- emergency declaration 008 does  
7 not apply to this case. But even if it did apply, Judge,  
8 there's no eviction. There is no foreclosure pending. So it  
9 does not apply.

10 Finally, what we're going to ask you to do is to deny  
11 the motion and award us attorney's fees for having to do this,  
12 for having to come before you under these circumstances when  
13 nothing is pending.

14 (Pause in the proceedings.)

15 MR. MUSHKIN: Your Honor, what you will see  
16 unequivocally from this evidence, it is consistent that  
17 Mr. Bloom wants the benefit of the contracts without the burden  
18 of performance. That's what you're going to see. That's what  
19 the evidence will show. If after all the evidence, Judge, for  
20 some strange reason you believe that this injunction should  
21 issue or that the TRO should be extended for any period of  
22 time, I wanted the Court to be clear on what it takes per month  
23 to service the obligations on this house. And that is  
24 \$19,181.04 for City National, \$3,084 for Northern Trust.

25 33,187 for CBC. I will often refer to CBC I, slash,



1 5148 Spanish Heights, which is the transferee of the note and  
2 deed of trust that was done to create a separate interest on  
3 the note and deed of trust because there's additional  
4 collateral. And that's the last thing I want to talk about.

5 Not only did Mr. Bloom pledge a hundred percent of  
6 his stock in SHAC, Mr. Bloom entered into a security agreement  
7 and pledged payment from his \$2 billion default judgment. So  
8 the notion that he did not pledge his stock in SHAC is belied  
9 by the documents. It's belied by the witnesses, and it's  
10 belied by the security agreement that is additional collateral  
11 for performance. I would suggest to the Court that when we're  
12 done today you will realize that Mr. Bloom has not been honest  
13 with the Court.

14 And I thank the Court for your time.

15 THE COURT: Thank you. Does anyone wish to invoke  
16 the exclusionary rule?

17 MR. GUTIERREZ: Good morning, Your Honor. Joseph  
18 Gutierrez on behalf of the plaintiffs. Yes, we would invoke  
19 the exclusionary rule.

20 THE COURT: Okay.

21 MR. MUSHKIN: May I be heard before you apply the  
22 rule, Judge?

23 THE COURT: Yes.

24 MR. MUSHKIN: Before we came today, the Court said  
25 are we going to do declarations or witnesses? We said both.

1 THE COURT: Uh-huh.

2 MR. MUSHKIN: I have provided to counsel the  
3 declarations in advance.

4 THE COURT: I saw they were filed. I just didn't  
5 read them.

6 MR. MUSHKIN: And I just want the Court to know, just  
7 because technically I don't know what it means, but those  
8 declarations really just identify the documents.

9 THE COURT: Okay.

10 MR. MUSHKIN: The only one that's substantive is  
11 perhaps Mr. Hodgman, who is the next-door neighbor. And  
12 because it acknowledges the fireworks issue. So just so the  
13 Court knows, they're very brief in the extent of those  
14 declarations.

15 THE COURT: Well, first I got to see if there's an  
16 objection before you offer them. I haven't got to that point  
17 yet.

18 So the exclusionary rule is imposed. That does not  
19 mean your witness cannot still participate on the video as a  
20 observer, but when I get to the point of having to have a  
21 witness use the video link, I'm going to have to kick him off  
22 to use the video link for somebody else if he's not the one  
23 testifying. Okay?

24 MR. MUSHKIN: Yes. Yes. Thank you.

25 THE COURT: All right. Your first witness,

1 Mr. Gutierrez.

2 MR. MUSHKIN: Thank you, Your Honor. Your Honor,  
3 we'll be calling Jay Bloom at this time.

4 THE COURT: Mr. Bloom, if you would come to the  
5 witness stand, please.

6 Jill, is it okay for him to go to the witness stand?

7 THE COURT RECORDER: Yes.

8 THE COURT: Okay. And, sir, I notice you have books  
9 with you.

10 Can you tell me what those are, Mr. Gutierrez?

11 MR. GUTIERREZ: Yes, Your Honor. Mr. Bloom has  
12 copies of the joint exhibits that we'll be going through.

13 THE COURT: Okay.

14 MR. GUTIERREZ: Counsel and I have agreed to, for the  
15 record, the exhibits are numbered Exhibit A through --

16 THE COURT: Double W.

17 MR. MUSHKIN: Double W.

18 And counsel and I have agreed for the admissibility  
19 of Exhibits A through W.

20 Is that correct?

21 THE COURT: A through single W?

22 MR. GUTIERREZ: Through single W.

23 THE COURT: Is that correct, Mr. Mushkin?

24 MR. MUSHKIN: Yes.

25 THE COURT: A through single W will be admitted at.

1 (Joint Exhibit Number(s) A-W admitted.)

2 THE COURT: Are there any others to which you  
3 stipulate, Mr. Munchkin or Mr. Gutierrez?

4 MR. MUSHKIN: Not at this time?

5 THE COURT: Okay.

6 MR. GUTIERREZ: But I believe we've stipulated to the  
7 authenticity of the remaining exhibits.

8 Is that correct?

9 MR. MUSHKIN: That's correct. We're not arguing  
10 authenticity.

11 MR. GUTIERREZ: Okay.

12 THE COURT: Okay. So were only on relevance and --  
13 okay.

14 Sir, if you'd raise your right hand so we can swear  
15 you in, through the mask.

16 **JAY BLOOM**

17 [having been called as a witness and being first duly sworn,  
18 testified as follows:]

19 THE CLERK: Thank you. Please be seated. Please  
20 state and spell your name for the record.

21 THE WITNESS: Jay Bloom. J-a-y, B-l-o-o-m.

22 Can you hear me okay through the mask?

23 THE COURT RECORDER: It's a little difficult, but.

24 THE COURT: We've been dealing with it for six weeks.  
25 So.

1 THE WITNESS: Would you prefer I keep the mask on  
2 or --

3 THE COURT: Yeah. It's better to keep it on.

4 THE WITNESS: Okay.

5 MR. GUTIERREZ: Maybe just lean forward, Mr. Bloom,  
6 into the microphone.

7 THE COURT: All right.

8 THE WITNESS: Okay.

9 THE COURT: You're up, Mr. Gutierrez.

10 MR. GUTIERREZ: Thank you, Your Honor.

11 DIRECT EXAMINATION

12 BY MR. GUTIERREZ:

13 Q Mr. Bloom, where are you currently employed?

14 A I'm employed with Pegasus Group Holdings.

15 Q And can you --

16 MR. MUSHKIN: Your Honor, I can't -- I cannot hear  
17 nor understand him. So he has to be louder or closer to the  
18 mike.

19 THE COURT: Ramsey, can you help them move that mic.

20 THE MARSHAL: That mic doesn't move, Your Honor.

21 THE WITNESS: That mic is screwed into the desk.

22 THE COURT: Can we move the chair?

23 THE WITNESS: I am already against the table.

24 (Pause in the proceedings.)

25 THE COURT: I can hear him just fine. Do you want

1 the headphones, Mr. Mushkin? Mr. Mushkin, you've got to put  
2 your mask back on. Do you want the headphones? I actually had  
3 Steve Peek wear them the other day at a hearing.

4 MR. MUSHKIN: You better get them for me, and don't  
5 tell my wife.

6 THE COURT: We won't tell your wife, although there  
7 is a video record?

8 MR. MUSHKIN: Yeah, okay. Everything is a record.  
9 I'll listen in real close.

10 THE COURT: Okay. Hold on a second while we get him  
11 the headphones.

12 MR. MUSHKIN: No. No. That's all right. I'll do  
13 the best I can. If I really can't hear --

14 THE COURT: Well, give us a second. Ramsey is --

15 MR. MUSHKIN: -- I'll move over to that chair over  
16 there.

17 THE COURT: As long as it has a blue sticker on it.

18 MR. MUSHKIN: It has a blue sticker on it, that one  
19 over there. I'll get closer.

20 THE COURT: Ramsey, give him the headphones and see  
21 if they work.

22 Mr. Mushkin, we are all getting of an age where  
23 sometimes we have to use assistance of some sort.

24 Put your mask back on.

25 MR. MUSHKIN: I don't think I can. Okay. I did.



1 THE COURT: All right. Can you hear us better,  
2 Mr. Mushkin?

3 MR. MUSHKIN: Let's see.

4 THE COURT: Okay. Mr. Bloom, if you can --

5 THE WITNESS: Yes.

6 THE COURT: Okay. If we could keep going.

7 MR. GUTIERREZ: Thank you, Your Honor.

8 THE COURT: Pegasus Holding Group.

9 MR. GUTIERREZ: Yes.

10 THE WITNESS: Pegasus Group Holdings.

11 THE COURT: Okay.

12 BY MR. GUTIERREZ:

13 Q And, Mr. Bloom, tell us what Pegasus Holding Group  
14 is.

15 A Pegasus Group Holdings is developing and owns a  
16 340 megawatt solar facility in Arizona which it uses to power a  
17 hyper scale data center.

18 Q Okay. And, Mr. Bloom, can you just give us a brief  
19 overview of your work experience after college.

20 A I came out of college, went to work for Manufacturers  
21 Hanover Trust. I spent 10 years at the bank during which time  
22 we acquired Chemical Bank and then Chase Bank and then J.P.  
23 Morgan. I worked out of the world headquarters at 270 Park  
24 Avenue in New York. My last three years were with the real  
25 estate group. After I left the bank around late 1990s, I

1 spent the last 20 years in different ventures, everything from  
2 start up to mid-cap acquisitions, cross industry.

3 Q And give us a brief overview of your educational  
4 background.

5 A My undergraduate degree is in economics from Rutgers  
6 University. I have an MBA in finance from Fordham University  
7 in New York.

8 Q And can you tell us about your work experience  
9 related to real estate and HOA liens.

10 A I was a founding partner of First 100, which is a  
11 real estate fund. I specifically dealt with homeowners  
12 association liens and, of course, doing three years in  
13 commercial banking with J.P. Morgan Chase, what's now J.P.  
14 Morgan Chase with the real estate group.

15 Q And tell us what First 100, LLC did.

16 A First 100 --

17 THE COURT: Besides clog the Court's calendar.

18 THE WITNESS: We just started the trial process.

19 The First 100 would negotiate to buy an assignment of  
20 future cash flows or future account proceeds realized under  
21 accounts receivables by homeowners associations. And then the  
22 properties would either pay off on the loan, almost like a  
23 factoring transaction where it would participate in the HOA's  
24 foreclosure process buy properties and -- and then bring the  
25 properties to quiet-title action under NRS 116.

1 Q And, Mr. Bloom, have you served on any HOA boards in  
2 the past?

3 A Yes, I have. I was on the board of Southern  
4 Highlands Master Association, which is about 9,000 homes; as  
5 well as Christopher Homes, which is about a 350 home  
6 association.

7 MR. MUSHKIN: Alan, mute your phone.

8 THE COURT: You can keep going, sir.

9 MR. GUTIERREZ: Thank you. Thank you, Your Honor.

10 BY MR. GUTIERREZ:

11 Q Mr. Bloom, are you done?

12 A Yes.

13 Q Okay. And have you in the past or do you currently  
14 serve on any other boards?

15 A I do. I am with the Metropolitan Police Department  
16 Use of Force Board, which is an appointment by the county  
17 commissioner. I was on the -- I was on the State Bar Southern  
18 Nevada disciplinary panel, disciplinary board. I'm with the  
19 State Bar fee dispute. I'm with the civilian review board for  
20 Metropolitan Police, and I'm going to be coming onto the  
21 judicial disciplinary commission.

22 Q Okay. And, Mr. Bloom, where you currently live?

23 A 5148 Spanish Heights Drive.

24 Q That's here in Las Vegas, Nevada?

25 A Yes.

1 Q Okay. And are you okay if we refer to that property  
2 as the Spanish Heights property from here and going forward?

3 A Sure.

4 Q Okay. Now, who do you live at the Spanish Heights  
5 property with?

6 A I live with my wife, our minor son. And then I have  
7 somebody that works with us that lives with us, and then we  
8 also have a house manager or a property manager that lives at  
9 the house.

10 Q Okay. And how old is your minor son?

11 A He's 17, 17 and a half.

12 Q And what is his name?

13 A Shawn.

14 Q Okay. And how long have you lived at the Spanish  
15 Heights property?

16 A About two and a half years or so, going on three.

17 Q And at some point, did you purchase the Spanish  
18 Heights property?

19 A Yes.

20 Q Okay. Did you purchase it in your own name or  
21 through a company that you control or manage?

22 A We formed an entity called Spanish Heights  
23 Acquisition Company for the acquisition.

24 Q Okay. Now, before we get into the details of how you  
25 purchased it, I want to talk about some of the parties

1 involved.

2 A Okay.

3 Q You mentioned Spanish Heights Acquisition Company.  
4 Tell us about that company.

5 A That was a company specifically formed for the  
6 purchase of this property.

7 Q Who is the manager of Spanish Heights Acquisition  
8 Company?

9 A My entity, SJC Ventures Holding.

10 Q Okay. Now, we've called it Spanish Heights  
11 Acquisition Company, SHAC or S-H-A-C. Is that fine with you  
12 going forward?

13 A Yeah. Correct.

14 Q Okay. Now, tell us about SJC Ventures LLC. What is  
15 that?

16 A That's a company that I owned since 2012 --

17 MR. MUSHKIN: Excuse me, Counsel. Could you hang on  
18 just one second?

19 MR. GUTIERREZ: Sure.

20 (Pause in the proceedings.)

21 BY MR. GUTIERREZ:

22 Q So, Mr. Bloom, you were asked about SJC Ventures,  
23 LLC.

24 A Yeah.

25 Q Can you tell us about that company.

1           A     SJC Ventures is a company that I formed in 2012 to  
2 hold ownership and manage assets for me and my family.

3           Q     Okay. Now, what's SJC's Ventures relationship to  
4 SHAC?

5           A     SJC Ventures is the sole exclusive and irrevocable  
6 manager of SHAC as well as a 51 percent owner of the equity in  
7 SHAC. It is also a tenant of SHAC for the property.

8           Q     Is there a lease?

9           THE COURT: So hold on a second, Mr. Bloom.

10          Sir, can you hear us on the video link?

11          Sir, wave at me if you can hear me on the video link.

12          Thanks. All right. So I think you can hang up your  
13 phone now.

14          All right. Mr. Bloom, you may continue.

15          THE WITNESS: Thank you.

16 BY MR. GUTIERREZ:

17          Q     And, Mr. Bloom, you were discussing the lease between  
18 SJC and SHAC.

19          A     Well, it's one of the natures of the relationships  
20 between the companies.

21          Q     Okay. Now, who is the defendant CBC Partners?

22          A     CBC partners I understand is a commercial lender to  
23 the seller of the property, the Antos Trust. Among the  
24 collateral that the Antos has pledged was a third position  
25 mortgage in the Spanish Heights property.



1 Q Okay. Now, who owned the Spanish Heights property  
2 when you purchased it?

3 A The Antos Trust.

4 Q And do you know who's part of the Antos Trust?

5 A I believe it's Ken and Sheila Antos are the  
6 beneficiaries or trustees.

7 Q Okay. Now, what outstanding liens were on the  
8 Spanish Heights property when you purchased it?

9 A There's a first position lien by City National, a  
10 second position lien by Northern Trust, a third position by  
11 City National. And then about -- not City National, by CBC  
12 Partners. And then there's about 10 or so judgment liens  
13 against the Antoses that lien the property.

14 Q Now, what was -- was CBC servicing the first and  
15 second at the time you purchased it?

16 A Yeah. My understanding is that the Antoses left the  
17 property about two years prior to my purchasing it. CBC's note  
18 was upside down in equity, and CBC, in trying to preserve their  
19 third position had been servicing the first and second for  
20 about two years before I came along and was introduced to the  
21 property. They were servicing the -- if the first or second  
22 had elected to foreclose, the CBC note would have been  
23 extinguished by the virtue of that foreclosure sale. So they  
24 were servicing the first and second to preserve their third  
25 position.

1 Q And how were you introduced to CBC Partners?

2 A Through a real estate agent.

3 Q And who did you meet from CBC Partners to facilitate  
4 this transaction?

5 A Alan Hallberg.

6 Q Okay. Now, can you explain for us the transaction  
7 between SHAC and CBC for the purchase of the Spanish Heights  
8 property.

9 A Sure. CBC had been -- had listed the property for I  
10 think \$7 million for about two years. They were unable to sell  
11 the property. As I said, they were servicing the first and  
12 second and HOA and insurance and all the bills with the  
13 property.

14 I had -- well, SJC, through its ownership in First  
15 100 had an entitlement to a large judgment. I believe it was  
16 \$2.2 billion, and SJC owned roughly 25 percent of the company,  
17 25 percent of the judgment. So what I suggested to  
18 Mr. Hallberg was that we would -- I proposed buying the company  
19 into a newly formed entity, SHAC, which SJC would own. And  
20 originally it was going to be owned by CBC Partners, SJC and  
21 the Antoses.

22 CBC Partners was actually a member of the company and  
23 then resigned its membership quickly because of the lender  
24 liability issues and the impossibility of being a lender to the  
25 company and also an owner of the company that's the borrower.

1 So they resigned their interest in the beginning leaving  
2 51 percent for SJC and 49 percent for the Antoses.

3 I had proposed that SJC as a tenant would pay SHAC.  
4 SHAC would pay -- make payments to CBC under the forbearance  
5 agreement, although the payments were less than what CBC's  
6 payments to the first and second were, at least it would  
7 mitigate some of their negative cash flow. CBC agreed. We  
8 signed the agreements. We took occupancy.

9 Also, there was initial discussions where SJC and the  
10 Antoses would pledge their stock. I remember a conversation  
11 with Mr. Hallberg where they don't want the house; they want  
12 the cash, and we ultimately substitute -- my recollection is we  
13 substituted the pledge agreement for a security agreement which  
14 gave them a security interest in SJC's proceeds realized from  
15 the judgment.

16 Q When you say the judgment, are you talking about the  
17 judgment versus Raymond Naing [phonetic]?

18 A Yes.

19 Q And that's a judgment in the amount of \$2.2 billion?

20 A Correct.

21 Q And where is that judgment -- where has that been  
22 domesticated?

23 A It was issued here in Nevada in Clark County, the  
24 Eighth Judicial Court. Mr. Naing declared bankruptcy. So it  
25 transferred to the federal bankruptcy court. It was found to

1 be nondischargeable, and it's now with the federal bankruptcy  
2 courts.

3 Q Okay. And is First 100 actively attempting to  
4 collect on that judgment?

5 A Yes. First 100 is continuing to collect. First 100  
6 actually had these U.S. Marshals seize some substantial assets,  
7 and we're in the process of liquidating that now.

8 Q Okay. And that's the judgment when you referred to  
9 the nonjudgment that was pledged as security to CBC; is that  
10 correct?

11 A Right. So there was a Antos pledge agreement for the  
12 49 percent equity in SHAC. And there was an SJC security  
13 agreement which pledged an interest in cash received under the  
14 SJC's portion of the judgment in First 100.

15 Q Okay. And one of the documents that was signed in  
16 this case that you referenced was a forbearance agreement. Do  
17 you recall that?

18 A I do.

19 Q Okay. Now, the exhibits in front of you, Mr. Bloom,  
20 the forbearance agreement is Exhibit A, page 1, and this has  
21 been admitted via stipulation. If you could turn to that,  
22 Mr. Bloom.

23 A Okay.

24 Q Is that a copy of the forbearance agreement that was  
25 signed for this particular transaction?

1           A     Exhibit 1 seems to be a compilation of most of the  
2 closing documents from the sale. The first document of which  
3 would be the forbearance agreement.

4           Q     Okay.

5           THE COURT: So we don't have numbers. They have  
6 letters.

7           MR. GUTIERREZ: Yeah. It would be Exhibit A,  
8 Mr. Bloom, page 1. Do you see that?

9           A     I do.

10          Q     Okay. So the entire Exhibit A would be the closing  
11 documents; is that fair to say?

12          A     I don't know if it's all of the closing documents,  
13 but it's several of the closing documents.

14          Q     Okay. Now, what did you understand this forbearance  
15 agreement to document?

16          A     Well, so SHAC, as the owner of the property, is not a  
17 signatory or a party to the first, second or third mortgage.  
18 SHAC is not a borrower. So what the forbearance agreement did  
19 is, since the Antoses were in default on their note, CBC agreed  
20 to forbear on taking any actions under their third position  
21 note given the following conditions and terms of the  
22 forbearance agreement. They would forbear from taking any  
23 action. Part of the obligations were CBC would continue to  
24 service the first and the second. SHAC would make payments to  
25 CBC to mitigate their obligations under the first and second.

1 And there's a number of other obligations from the parties in  
2 the document.

3 Q And what responsibilities did CBC have under the  
4 forbearance agreement?

5 A CBC was obligated to service the first mortgage with  
6 City National and the second mortgage with Northern Trust, and  
7 those are the main obligations, and to forbear from any  
8 activity during the life of the forbearance agreement.

9 Q Okay. And tell us about the ownership of SHAC.

10 A SHAC, when formed, was owned -- originally intended  
11 to be owned by CBC Partners, SJC and the Antos Trust. And CBC  
12 quickly resigned its interest because of the conflicts inherent  
13 in being a lender and a borrower on the same transaction. So  
14 ultimately, when the dust settled, SHAC was owned 51 percent by  
15 SJC and 49 percent by the Antos Trust.

16 Q Okay. And, Mr. Bloom, if you could turn to  
17 Exhibit A, page 81. This is a pledge agreement dated September  
18 27th 2017.

19 THE COURT: Which exhibit number is it?

20 MR. GUTIERREZ: I'm sorry, Your Honor?

21 THE COURT: Which exhibit?

22 MR. GUTIERREZ: Exhibit A, page 81.

23 THE COURT: Thank you.

24 BY MR. GUTIERREZ:

25 Q Do you have that in front of you, Mr. Bloom?



1 A I do.

2 Q Okay. Tell us what this pledge agreement is.

3 A So this was originally going to be, when drafted, it  
4 was originally going to be the pledge of the stock by SJC and  
5 by the Antoses. And, ultimately, SJC instead pledged a  
6 security position, a security interest in the judgment and the  
7 proceeds realized under the judgment. So this became the  
8 Antoses's pledge agreement.

9 Q I just wanted to -- before you go on, I want to make  
10 sure we're on the same page. You're at Exhibit A, page 81;  
11 correct?

12 A Correct.

13 Q And then when you mentioned a subsequent security  
14 agreement, can you go to Exhibit A, page 93.

15 A Correct.

16 Q Okay. Is that the security agreement you're  
17 referencing?

18 A Yes.

19 Q Okay. Go ahead. I'm sorry.

20 A Okay. So if you look at A88.

21 Q Okay.

22 A You'll see that the pledgers are the Ken and Sheila  
23 Antos Living Trust. That's who ultimately pledged their equity  
24 position. And then you'll see acknowledgments. Below that and  
25 then on page A89, you'll see Spanish Heights acknowledging the

1 pledge of the Antos trust. But you do not see SJC as a  
2 signatory to the pledge agreement; whereas on the document that  
3 starts on A93, that's the SJC -- that's the SJC security  
4 agreement. And there on page A99, the signatory page, you'll  
5 see SJC Ventures is a party to the SJC security agreement and  
6 not the Antos.

7 Q Okay. So that's consistent with what you stated,  
8 that SJC was pledging its interest in the nonjudgment to CBC as  
9 opposed to the stock and SHAC; is that correct?

10 A Correct.

11 Q Okay. Now, is SJC the manager of SHAC?

12 A Yes.

13 Q Okay. And that's reflected in the SHAC operating  
14 agreement; correct, Mr. Bloom?

15 A I believe it's the sole, exclusive and irrevocable  
16 manager for SHAC.

17 Q Yeah. If you could turn to Exhibit A, page 34, is  
18 that the operating agreement for SHAC LLC?

19 THE COURT: 84?

20 MR. GUTIERREZ: I'm sorry. 34, Your Honor. Thank  
21 you.

22 THE WITNESS: Yes.

23 BY MR. GUTIERREZ:

24 Q Okay. And if you can go to page 43 of that operating  
25 agreement, Mr. Bloom, under Exhibit A, Section 6.

1 Do you have that in front of you?

2 A I do.

3 Q And does at Section 601 state that A, that management  
4 and control of the company shall be vested exclusively and  
5 irrevocably with the investor member? Is that correct?

6 A Correct. The investor member being defined as JC.

7 Q Okay. Now, what was the condition of the Spanish  
8 Heights property when you purchased it in 2017?

9 A It was in fairly good condition. There was some  
10 minor cosmetic issues, some mechanical system issues, but, you  
11 know, with a house like this, there's always going to be issues  
12 that arise.

13 Q And did you through Spanish Heights Acquisition  
14 Company put money or improvements into the house after you  
15 moved in?

16 A Yes.

17 Q And tell us about that.

18 A Well, there were HVAC issues that were repaired. The  
19 home automation system had been fried through a power surge  
20 related I think. Mr. Hallberg is the one that informed me that  
21 it was from construction from another property. So we had to  
22 replace the home automation system by itself that was almost a  
23 hundred thousand dollars. We had to repair things like  
24 motorized windows and motorized doors that were nonfunctioning.  
25 There's a whole host of little things, nothing that would make

1 the house not habitable, but just things that were general  
2 repair items.

3 Q Now I want to talk about the lease for the Spanish  
4 Heights property. If you could turn to Exhibit B, page 1. B  
5 as in boy.

6 A Okay.

7 Q Now, is this a copy of the lease between SHAC LLC and  
8 SJC Ventures?

9 A Yes, it is.

10 Q Okay. Now, tell us about the lease term for this.

11 A The lease term initially was for the period of the  
12 forbearance. It was subject to two successive two-year  
13 extensions at the sole option of the tenant.

14 Q If you go to page 2, does that define the lease terms  
15 under Section 1.3?

16 A Yeah. 1.3A1 is the initial two-year term. And then  
17 1.3A2 is the two additional two-year terms for a total of four  
18 years of extension.

19 Q Okay. And did the tenant exercise this lease option?

20 A The tenant exercised the lease, and the Antoses  
21 signed on behalf of SHAC as a minority member, and I signed on  
22 behalf of SJC as a tenant under the lease. And then CBC signed  
23 a consent to lease on page B032, John Otter, the president of  
24 CBC acknowledged the lease.

25 Q Okay. So CBC signed a consent for this lease on

1 these lease terms; correct?

2 A Correct.

3 Q Now, if you could turn to Exhibit C, page 1, this  
4 appears to be an amendment to forbearance agreement dated looks  
5 like December -- I'm sorry, September of 2019.

6 A Yes.

7 MR. MUSHKIN: Counsel, did you say December?

8 MR. GUTIERREZ: I said September. I'm sorry.

9 MR. MUSHKIN: It is December.

10 THE COURT: The first day of December of 2019.

11 MR. GUTIERREZ: The first day of December. Yep. I'm  
12 sorry.

13 THE COURT: Thank you, Mr. Mushkin.

14 MR. GUTIERREZ: Thank you, Counsel.

15 MR. MUSHKIN: I can hear, Judge.

16 THE COURT: You know, those headphones are great.

17 MR. MUSHKIN: Fantastic.

18 THE COURT: We won't tell your wife.

19 MR. GUTIERREZ: Thank you, Your Honor.

20 BY MR. GUTIERREZ:

21 Q Okay. So December 1st, 2019, is the date of this  
22 amended forbearance agreement; correct, Mr. Bloom?

23 A Correct.

24 Q And can you tell us what this amended forbearance  
25 agreement -- what it -- what's the purpose of it?

1           A     This agreement acknowledged that the initial  
2 forbearance agreement that was entered expired or came to its  
3 end on September 27th, and the agreement was extended to  
4 March 31st of 2020. The agreement also acknowledged that the  
5 tenant had opted to exercise both extensions, both subsequent  
6 extensions, and this was signed by John Otter, President of  
7 CBC.

8           Q     Okay. On page 7 of Exhibit C, is that where you  
9 reference the extension of the lease agreement?

10          A     Yes. On C7B2, the parties agree the lease agreement  
11 shall remain in effect.

12          Q     Okay. And also on page 3 of Exhibit C, paragraph  
13 Section 8?

14          A     Well, and -- also, before we move on from 7, B1 on  
15 the options to -- it says the lease agreements between SHAC and  
16 SJC afford SJC the option to exercise two additional  
17 consecutive lease extensions for each of the two terms. The  
18 SJC options are subject to certain conditions which included  
19 that SJC provide written notice of intent to exercise the  
20 option and SJC not be in default. The parties acknowledge that  
21 the conditions to which the SJC options were subject have been  
22 satisfied, and the SJC options have been exercised.

23          Q     Okay. Mr. Bloom, in this case CBC is claiming they  
24 can evict SJC because it can terminate the lease. Why do you  
25 disagree with that claim?



1           A     I can't remember which document it is, but, I mean,  
2 we have a lease that extends to 2023 that they've acknowledged  
3 the extension. There is a document that in the event of a CBC  
4 foreclosure there may be a termination right, but there's no  
5 CBC foreclosure. They sold the note.

6           Q     How do you know CBC sold the note?

7           A     Well, on April 10th, we were provided a  
8 communication from Mr. Mushkin that said that they sold the  
9 note to a different entity. We know the date because on April  
10 7th Mr. Mushkin communicated that he intended to continue his  
11 foreclosure proceedings if we didn't accept the settlement  
12 discussion. So I would hope that Mr. Mushkin wouldn't  
13 foreclose on a note that he didn't own, that his client didn't  
14 own after they sold it.

15          Q     Are you aware of who CBC sold the note to?

16          A     Mr. Mushkin represented that he sold it to a newly  
17 formed entity called 5148 Spanish Heights LLC. We asked  
18 Mr. Mushkin when it sold, how much it sold for, who owned 5148.  
19 He told me it's none of my business.

20          Q     Okay. Now, how long are you looking to prevent the  
21 foreclosure process and eviction process through this  
22 injunction?

23          A     Well, since CBC doesn't own the note, they should be  
24 prevented from foreclosing under a note that they admitted they  
25 sold until trial. As to any successors, they should also be

1 enjoined from any foreclosure action until the one action rule  
2 and the doctrine of merger are explored and vetted and we find  
3 out if the note actually still exists. But at a minimum,  
4 during the governor's moratorium on foreclosures and evictions,  
5 nobody should be foreclosing or evicting. You know,  
6 Mr. Mushkin in his opening statement assailed my character,  
7 which I do take exception to, but I've watched Mr. Mushkin tell  
8 this Court that because there are health and safety violations  
9 issued by an HOA that it's subject to an exemption from the  
10 governor's Executive Order.

11           There's a global pandemic that led to that emergency  
12 order, and the safe -- the health and safety violations that  
13 he's referring to are detailed in the Nevada Real Estate  
14 Division complaint where they're being disputed right now, and  
15 they include things like not providing a guest list 10 days in  
16 advance of a party or an event at the house. They call that a  
17 health and safety violation. That was a year ago. You know,  
18 or using a residence transponder to admit my guests when they  
19 were wrongfully denied entrance by the HOA guard at the  
20 direction of the board.

21           That's a violation of state law, using a residence  
22 transponder to admit guests and my son, who is a minor, who is  
23 a resident was mitigating their unlawful acts. It's not a  
24 health and safety violation. And it occurred a year ago and  
25 certainly doesn't rise to the level of an exclusion from the

1 governor's moratorium.

2           Then they talk about fireworks and an incendiary  
3 device. Well, that wasn't at my house. That was at  
4 Mr. Mushkin's house. That's not my violation. That belongs to  
5 5212, and we provided video evidence. There's aerial footage.  
6 There's footage from the ground. It's indisputable that it was  
7 at a different residence, and yet they're insisting that  
8 fireworks on the 4th of July at somebody else's property should  
9 give them the ability to foreclose and evict. It just -- it's  
10 egregious conduct. It really is. We should not be here today.

11           Q     Mr. Bloom, before we get into some of the details of  
12 the exceptions of the governor's moratorium, I want to talk to  
13 you about the concept of irreparable harm or something that  
14 defendant said that you won't suffer any irreparable harm if  
15 there's a foreclosure or eviction. Can you explain to us the  
16 concerns you have if you and your family are evicted during  
17 this pandemic?

18           A     Yeah. Well, so it's a large house. Movers are not  
19 working. So it's impossible to move. Setting aside the issue  
20 that they don't even -- there's a question as to whether or not  
21 they even have a note, the governor's moratorium, the one  
22 action rule, all the issues that are inherent in this case,  
23 they sold the note, and I don't know why they think they can  
24 foreclose on a note they sold.

25                 But setting all that aside, the practicalities are

1 movers are not working. Realtors are not showing new houses.  
2 I mean, you can't do a showing of a house anymore. It's all  
3 virtual.

4 I had a problem with a cable box. I called the cable  
5 company. They came to the house, and the technician called me  
6 from in front of the house and said I can't come into the  
7 house. I'll walk you through the repair by cell phone from  
8 standing in front of your house. So, I mean, these are  
9 extraordinary times.

10 You know, and then there's the health issues. My  
11 wife has health issues and shouldn't be exposed to what's going  
12 on outside. You know, we're still under a stay-at-home order  
13 of sorts. That's been relaxed a little bit, but there's a  
14 moratorium to prevent just this kind of abuse.

15 Q Okay. And you believe it's safer for you and your  
16 family for this to maintain the status quo until the state of  
17 emergency is lifted; correct?

18 A Oh, without question.

19 Q And do you believe that the Spanish Heights property  
20 is unique in nature?

21 A Absolutely.

22 Q Okay. Now, if we can go back, Mr. Bloom, I want to  
23 talk about is CBC still servicing the first and second liens on  
24 the Spanish Heights property?

25 A No.

1 Q Who is servicing the first and second liens on the  
2 property?

3 A I am.

4 Q Okay. And explain that. Through SHAC, what are you  
5 doing to service those liens.

6 A So SJC is prepaying rent under the lease to SHAC.  
7 SHAC is servicing the first and the second. It made the April  
8 payment. It made the May payment, and we also learned that CBC  
9 breached the forbearance agreement back in January. When I got  
10 notice from Northern Trust that CBC did not make the January,  
11 February or March payments and City National said CBC did not  
12 make the March payment on the first. So I had drafted checks  
13 for the CBC breach or the forbearance agreement obligations.  
14 Mr. Mushkin represented that they had been paid. I haven't  
15 seen checks that were negotiated, and as of April 20th,  
16 Northern Trust represented that they didn't receive payment.

17 MR. GUTIERREZ: And, Your Honor, at this time we'd  
18 move to admit Exhibit Double E.

19 THE COURT: Any objection to Double E?

20 MR. MUSHKIN: Your Honor, my only objection would be  
21 that there is no proof of that the check was cashed. I believe  
22 that counsel, Ms. Barraza, and I have talked about it, and  
23 perhaps somewhere else in here is the document that represents  
24 the clearing of the check.

25 But to the extent that it has language that says