

1 MARK G. SIMONS, ESQ.  
2 Nevada Bar No. 5132  
3 MSimons@SHJNevada.com  
4 SIMONS HALL JOHNSTON PC  
5 690 Sierra Rose Drive  
6 Reno, Nevada 89511  
7 Telephone: (775) 785-0088  
8 Facsimile: (775) 785-0087

9 *Attorneys for Appellants*

Electronically Filed  
Nov 17 2021 01:30 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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

11 MICHAEL EDWARD HATCH, an  
12 individual; and ALISHA SUZANNE  
13 HATCH, an individual,

14 Appellants,

15 v.

16 KARI ANNE JOHNSON,

17 Respondent.

**Supreme Court No.: 83692**  
(District Court Case No. CV21-00246)

**DOCKETING STATEMENT**

18 1. **Judicial District:** Second Judicial District Court  
19 **Department:** 7  
20 **County:** Washoe  
21 **Judge:** Honorable District Judge Egan K. Walker  
22 **District Ct. Case No.:** CV21-00246

23 ///

24 ///

26 ///

1     **2. Attorney filing this docketing statement:**

2             Michael Edward Hatch and Alisha Suzanne Hatch (collectively referred to  
3     as the “Hatches”) are represented by Mark G. Simons (Nevada Bar No. 5132) of  
4     SIMONS HALL JOHNSTON PC, 690 Sierra Rose Drive, Reno, Nevada 89511.  
5

6     **3. Attorney(s) representing respondent(s):**

7             Kari Anne Johnson (“Johnson”) is represented by represented by Kent R.  
8     Robison (Nevada Bar No. 1167), Stephanie T. Sharp (Nevada Bar No. 8661),  
9     Clayton P. Brust (Nevada Bar No. 5234) and Hannah E. Winston (Nevada Bar  
10    No. 14520) of Robison, Sharp, Sullivan & Brust, 71 Washington St., Reno,  
11    Nevada 89503.  
12

13    **4. Nature of disposition:**

14             Dismissal: Failure to state a claim.  
15

16    **5. Does this appeal raise issues concerning Child Custody, Venue or**  
17    **Termination of parental rights?**  
18

19             No.  
20

21    **6. Pending and prior proceedings in this court:**

22             None.  
23

24    **7. Pending and prior proceedings in other courts:**

25             A. Reno Justice Court Case No. RJC2021-113035, *Kari Anne Johnson*  
26    *v. Michael Edward Hatch and Alisha Suzanne Hatch.*

1           B.     Second Judicial District Court Case No. CV21-01611, *Michael*  
2     *Edward Hatch and Alisha Suzanne Hatch v. Kari Anne Johnson, et al.*

3  
4     **8.     Nature of the action:**

5           Johnson brought suit asserting damages arising out of alleged claims for  
6     breach of installment contract, which, at the time of filing, the damages were  
7     \$5,614.40. Johnson also recorded a lis pendens against the Hatches' property in  
8     an attempt to create a prejudgment writ of attachment. The district court  
9     expunged the wrongfully recorded lis pendens finding that Johnson's claims were  
10    baseless. The district court then granted the Hatches' motion to dismiss  
11    subsequently dismissing Johnson's case in total. Thereafter, Hatches moved for  
12    an award of attorneys' fees in the amount of \$68,507.20 and costs in the amount  
13    of \$978.46. The district court arbitrarily awarded only \$15,165 in attorneys' fees  
14    and \$528.80 in costs.  
15  
16  
17

18     **9.     Issues on appeal:**

19           Did the district court err in only awarding \$15,165 in attorneys' fees and  
20     \$528.80 in costs?  
21

22     **10.    Pending proceedings in this court raising the same or similar issues:**

23           N/A.  
24

25     **11.    Constitutional issues:**

26           N/A.

1 **12. Other issues:**

2 N/A.

3  
4 **13. Assignment to the Court of Appeals or retention in the Supreme Court:**

5 It appears this case is presumptively assigned to the Court of Appeals. See  
6 NRAP 17(b)(6) & (7).

7  
8 **14. Trial:**

9 N/A.

10 **15. Judicial Disqualification:**

11 N/A.

12  
13 **16. Date of entry of written judgment or order appealed from:**

14 10/1/2021 Order Regarding Attorneys' Fees and Costs.

15  
16 **17. Date written notice of entry of judgment or order was served:**

17 10/21/2021.

18 **18. If the time for filing the notice of appeal was tolled by a post-judgment**  
19 **motion (NRCP 50(b), 52(b), or 59):**

20 N/A.

21  
22 **19. Date notice of appeal filed:**

23 October 21, 2021.

24  
25 ///

1 20. **Specify statute or rule governing the time limit for filing the notice of**  
2 **appeal, e.g., NRAP 4(a) or other:**

3  
4 NRAP 4(a)(1).

5 21. **Specify the statute or other authority granting this court jurisdiction to**  
6 **review the judgment or order appealed from:**

7  
8 NRAP 3A(b)(1).

9 22. **List all parties involved in the action or consolidated actions in the**  
10 **district court:**

11  
12 (a) **Parties:**

- 13 ○ Plaintiff: Kari Anne Johnson;  
14 ○ Defendants: Michael Edward Hatch and Alisha Suzanne Hatch.  
15

16 (b) **If all parties in the district court are not parties to this appeal,**  
17 **explain in detail why those parties are not involved in this appeal:**

18 N/A.  
19

20 23. **Give a brief description (3 to 5 words) of each party's separate claims,**  
21 **counterclaims, cross-claims, or third-party claims and the date of formal**  
22 **disposition of each claim.**

23  
24 August 2, 2021, the district court granted Hatches' motion to dismiss  
25 Johnson's 1<sup>st</sup> Amended Complaint. The order of dismissal has not been appealed  
26 by either party. Subsequently, on October 1, 2021, the district court entered its

1 Order Regarding Attorneys' Fees and Costs, which is the only order subject to  
2 this appeal and cross appeal.

3  
4 **24. Did the judgment or order appealed from adjudicate ALL the claims**  
5 **alleged below and the rights and liabilities of ALL the parties to the action**  
6 **or consolidated actions below?**

7  
8 Yes, the order dismissing all claims was previously entered and is not the  
9 subject of this appeal. This appeal only focuses on the district court's post-  
10 dismissal order addressing an award of attorneys' fees and costs.

11  
12 **25. If you answered "No" to question 24, complete the following:**

13 N/A.

14  
15 **26. If you answered "no" to any part of question 25, explain the basis for**  
16 **seeking appellate review (e.g., order is independently appealable under**  
17 **NRAP 3A(b)):**

18 N/A.

19  
20 **27. Attached file-stamped copies of the following documents:**

21 **Exhibit 1:** 3/16/2021 Verified First Amended Complaint

22 **Exhibit 2:** 8/2/2021 Order Addressing Motions

23 **Exhibit 3:** 8/2/2021 Notice of Entry of Order

24 **Exhibit 4:** 10/1/2021 Order Regarding Attorneys' Fees and Costs

25 **Exhibit 5:** 10/21/2021 Notice of Entry of Order


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## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Dated this 17 day of November, 2021.

SIMONS HALL JOHNSTON PC  
690 Sierra Rose Drive  
Reno, Nevada, 89511



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MARK G. SIMONS  
*Attorney for Appellants*

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## CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL  
JOHNSTON PC, and that on this date I caused to be served a true copy of the  
**DOCKETING STATEMENT** on all parties to this action by the method(s)  
indicated below:

X by using the Supreme Court Electronic Filing System:

Kent R. Robison  
Clayton P. Brust  
Stefanie T. Sharp  
Hannah E. Winston  
Robison, Sharp, Sullivan & Brust  
71 Washington St.  
Reno, NV 89503  
*Attorneys for Respondents*

DATED: This 17 day of November, 2021.

  
\_\_\_\_\_  
JODI ALHASAN



**EXHIBIT 1**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	3/16/2021 Verified First Amended Complaint	70
2	8/2/2021 Order Addressing Motions	2
3	8/2/2021 Notice of Entry of Order	6
4	10/1/2021 Order Regarding Attorneys' Fees and Costs	5
5	10/21/2021 Notice of Entry of Order	10

**EXHIBIT 1**

**EXHIBIT 1**

1090

1 STEFANIE T. SHARP, ESQ.  
Nevada State Bar No. 8661  
2 CLAYTON P. BRUST, ESQ.  
Nevada State Bar No. 5234  
3 HANNAH E. WINSTON, ESQ.  
Nevada State Bar No. 14520  
4 ROBISON, SHARP, SULLIVAN & BRUST, LTD.  
a Professional Corporation  
5 71 Washington Street  
Reno, Nevada 89503  
6 Telephone: (775) 329-3151  
7 Facsimile: (775) 329-7169  
Email: [ssharp@rssblaw.com](mailto:ssharp@rssblaw.com)

8 *Attorneys for Plaintiff Kari Anne Johnson*

9  
10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR THE COUNTY OF WASHOE**

12 KARI ANNE JOHNSON, an individual,  
13 Plaintiff,

14 vs.

15 MICHAEL EDWARD HATCH, an individual;  
16 ALISHA SUZANNE HATCH, an individual;  
17 and DOES I THROUGH X, inclusive;  
18 Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 7

**ARBITRATION EXEMPT: Amount in  
Controversy Exceeds \$50,000 and  
Declaratory and Injunctive Relief  
Requested**

**Jury Requested**

19 **VERIFIED FIRST AMENDED COMPLAINT**

20 COMES NOW, Plaintiff KARI ANNE JOHNSON, by and through her counsel of record  
21 herein, STEFANIE T. SHARP, ESQ., CLAYTON P. BRUST, ESQ. and HANNAH E. WINSTON,  
22 ESQ. of the law firm of ROBISON, SHARP, SULLIVAN & BRUST, LTD., and files her First  
23 Amended Verified Complaint for Breach of Contract, Breach of Note, Breach of Confidential  
24 Relationship, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, Injunctive Relief and  
25 Declaratory Judgement (the "First Amended Complaint") complaining as follows:

26 **PARTIES**

27 1. Plaintiff KARI ANNE JOHNSON ("Plaintiff or "Kari") is an individual and is  
28 married to COLIN GROVER ("Colin"). Kari and Colin are residents of Washoe County, Nevada.

2. Defendant MICHAEL EDWARD HATCH ("Michael") is an individual residing in Washoe County, Nevada.

3. Defendant ALISHA SUZANNE HATCH ("Alisha") is an individual residing in Washoe County, Nevada.

4. Alisha and Michael are husband and wife. Alisha and Michael are sometimes individually referred to herein as a "Defendant" and collectively referred to herein as the "Defendants."

5. The Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES I through X, inclusive, and therefore sues these defendants by such fictitious names. The Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

6. The Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned, each of the defendants sued herein was the agent of each of the remaining defendants and was at all times acting within the purpose and scope of such agency.

#### **BACKGROUND AND STATEMENT OF FACTS**

7. Plaintiff and Alisha met in childhood. When they reconnected in adulthood they shared housing for a period of time and Plaintiff and Colin socialized with Defendants and considered them friends.

8. In approximately November of 2014, Defendants approached Kari about loaning Defendants money to buy certain real property and improvements commonly known as 9845 Firefoot Lane, Reno, Nevada, Washoe County, APN: 141-254-09 (the "Property") because Defendants were unable to qualify for a conventional mortgage. During these conversations that occurred at Plaintiff's house, Defendants promised that they would pay the loan as agreed and that Kari's name would be on the title to the Property until the loan was paid in full.

9. Kari agreed to loan (the "Loan") the money to the Defendants based on their representations that they would pay the Loan as agreed and on the condition that Kari would be on the title to the property with Defendants until the Loan was paid in full.

10. The Property was new construction and Kari and the Defendants were identified as the "buyers" in the Purchase and Sale Contract (the "PSA"). The PSA was signed on December 13,

1 2014. A true and correct copy of the PSA is attached hereto as "Exhibit 1."

2 11. Prior to the closing under the PSA, Alisha presented certain escrow documents to  
3 Kari representing that the documents needed to be signed for closing. Kari trusted Alisha implicitly  
4 and believed that Alisha and Michael would honor their agreement with Kari that she would be a  
5 joint owner of the Property with the Defendants until the Loan was paid in full.

6 12. Kari paid the full amount of the purchase price for the Property and all closing costs.  
7 The total amount of the Loan was \$665,838.40. The Loan is evidenced by a "Promissory Note For  
8 Hatch Residence 9845 Firefoot Lane, Reno, NV 89521" (the "Note"). Alisha prepared the Note.  
9 The Note was signed and initialed by Michael, Alisha and Kari on September 9, 2015. A true and  
10 correct copy of the Note is attached hereto as "Exhibit 2."

11 13. The Note specifically refers to the Loan as being a "home loan" and accrues interest  
12 at the rate of 3% per annum. A payment schedule requiring monthly payments of principal and  
13 interest was part of the Note and attached thereto. A true and correct copy of the payment schedule  
14 is attached hereto as "Exhibit 3."

15 14. On or about November 13, 2020, Kari and Colin discovered that Defendants had  
16 manipulated Kari into signing documents removing Kari's name from the title to the Property at  
17 closing and interlineated through Kari's name on page 6 of the PSA which was recorded with the  
18 deed at closing. A true and correct copy of the deed (the "Deed") recorded at closing with the  
19 attached interlineated pages of the PSA is attached hereto as "Exhibit 4." At the time of closing,  
20 Alisha concealed from Kari that Defendants had substantially changed the deal and had arranged  
21 for Kari to be removed from the Deed. A true and correct copy of an irregular Endorsement to  
22 Agreement of Sale, purporting to remove Kari from the purchase at the last minute, was either  
23 obtained by manipulation/fraud or is a forgery ("Fraudulent Endorsement") is attached hereto as  
24 "Exhibit 5." Kari does not recall executing the Fraudulent Endorsement and does not believe it  
25 contains her signature. Even if it does contain her signature, her signature was obtained by  
26 assurances from Defendants that the deal was the same and Defendants' concealed from Kari that  
27 the deal had materially changed. Further, the Fraudulent Endorsement does not even contain a  
28 signature line for the seller, necessary party to the Fraudulent Endorsement. *See, Exhibit 5.*

1           15.     Upon information and belief, Defendants used the Fraudulent Endorsement to obtain  
2 the Deed to the Property that did not include Kari as a grantee. *See*, "Exhibit 4." The Deed also  
3 evidences that, but for the deception of the Defendants, Kari would have been a joint title holder on  
4 the Property with the Defendants. Kari never would have loaned the money if she knew she was  
5 not on title to the Property.

6           16.     Shortly after the Defendants closed the purchase of the Property, Kari requested a  
7 copy of the Deed. Defendants told her they could not provide it to her because they needed it for  
8 landscaping. Defendants never gave Kari a copy of the Deed.

9           17.     On or about November 13, 2020, Kari and Colin also discovered that on or about  
10 December 9, 2019, Defendants' obtained a loan in the original principal amount of \$259,000 from  
11 Guild Mortgage Company secured by the Property. A true and correct copy of the Deed of Trust  
12 securing the Guild Mortgage Company loan is attached hereto as "Exhibit 6."

13           18.     Kari would never have extended the Loan to the Defendants without their agreement  
14 that Kari's name would be on the title to the Property until the Loan was paid in full. Defendants  
15 used their relationship with Kari to exert influence over Kari to manipulate and convince Kari to  
16 make the Loan.

17           19.     Plaintiff is informed and believes that when Defendants represented to her that  
18 Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the Property  
19 until the Loan was paid in full that (i) Defendants knew the representations were false; (ii)  
20 Defendants made the representations for the purposes of, and with the intent to, induce Kari to make  
21 the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan  
22 as agreed.

23           20.     The Note lacks terms that would typically be found in a home loan promissory note,  
24 including but not limited to, a late fee or default interest rate, an acceleration provision, and a  
25 provision allowing the lender to recover costs and attorneys' fees associated with collection of the  
26 amount owed in the event of a default. The Plaintiff is informed and believes that the Defendants  
27 drafted the Note to be favorable to their interests to her detriment.

28           21.     Plaintiff had trust and confidence in Defendants, and the Defendants, through

1 deception, intimidation, and/or undue influence, obtained the Loan from her with the intention of  
2 depriving her of the ownership, use, benefit, and possession of her money.

3 22. Plaintiff trusted and relied on the Defendants and the Defendants wrongfully asserted  
4 undue influence over her to obtain the Loan without it being secured by the Property and to obtain  
5 an advantage over her by allowing the Defendants to still retain title to the Property even if they  
6 defaulted under the Loan.

7 23. The Defendants defaulted under the Loan by failing and refusing to pay the monthly  
8 payment due under the Loan on January 1, 2021, and for failing and refusing to pay any amounts  
9 thereafter despite demand that they do so.

10 **PLAINTIFF'S CLAIMS FOR RELIEF**

11 **FIRST CLAIM FOR RELIEF**

12 **Breach of Contract**

13 24. The Plaintiff incorporates by reference all prior allegations of this Complaint as  
14 though fully set forth herein.

15 25. Pursuant to the PSA, and the agreement of the parties, Kari was to be a joint owner  
16 of the Property with the Defendants.

17 26. The Defendants' breached the PSA by failing to ensure that Kari was included on the  
18 deed to the Property which was recorded at closing and knowingly and intentionally using their  
19 relationship with Kari and her trust in Defendants to conceal that their removal of Kari's name from  
20 the deed prior to closing.

21 27. As alleged herein above, Kari did not discover Defendant's breach until on or about  
22 November 13, 2020.

23 28. Due to the Defendants' breach under the PSA, the Plaintiff has sustained and  
24 continues to sustain damages in an amount in excess of \$15,000 to be proven at trial.

25 29. As a further consequence of the Defendants' breach, the Plaintiff was required to  
26 obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

27 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
28 severally, as set forth below.

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**SECOND CLAIM FOR RELIEF**

**Breach of Note**

30. Plaintiff incorporates by reference all prior allegations of this Complaint as though fully set forth herein.

31. On September 9, 2015, the Defendants made, executed, and delivered the Note for the Loan to the Decedent in Washoe County, Nevada.

32. The Defendants breached the Note by refusing and failing to pay the Plaintiff the amounts due under the Note.

33. Due to the defaults of the Defendants and their breach of the Note, the Plaintiff has sustained and continues to sustain damages. As a result of the Defendants' breach, as of the date of filing of this First Amended Complaint, the current amount of arrearages under the Note are \$8,421.60, plus interest accruing at the rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs due the Plaintiff.

34. Defendants have made clear they no longer intend to pay the Loan. Such anticipatory repudiation would renders the Defendants liable for the entire amount of the debt. *LeTarte v. W. Side Dev., LLC*, 151 N.H. 291, 294, 855 A.2d 505, 508 (2004) ("Successive breaches of a continuing contract, while generally viewed as a series of partial breaches, can result in a total breach when there is a repudiation or a material failure of performance."). As of the date of the filing of this First Amended Complaint, the amount due under the Loan is \$588,110.19, plus interest accruing at the rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees and costs of court.

35. As a further consequence of the Defendants' breach, the Plaintiff was required to obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and severally, as set forth below.

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1 **THIRD CLAIM FOR RELIEF**

2 **Breach of Confidential Relationship**

3 36. Plaintiff incorporates by reference all prior allegations of this Complaint as though  
4 fully set forth herein.

5  
6 37. At all times relevant herein, a confidential relationship existed between Kari and  
7 Defendants and Kari placed a special trust and confidence in Defendants.

8 38. Defendants gained Kari's confidence and purported to act or advise in Kari's interest  
9 in mind by representing that they would ensure that Kari was a joint owner of the Property until the  
10 Loan was paid in full.

11 39. Due the confidential relationship between Kari and Defendants, Defendants' owed a  
12 duty to Kari similar to the duty of a fiduciary, requiring the Defendants to act in good faith and with  
13 due regard to Kari's interests. Defendants had a duty to act with the utmost good faith, based on  
14 their confidential relationship with Kari. This duty requires affirmative disclosure and avoidance of  
15 self-dealing.

16 40. Defendants' breached their duty to Kari by manipulating and using their confidential  
17 relationship with Kari to cause her name not to be included on the deed at closing. Furthermore,  
18 due to this confidential relationship, and Kari's trust in Defendants she did not discover this breach  
19 until on or about November 13, 2020.

20 41. Plaintiff has incurred and continues to incur damages based on the breaches by  
21 Defendants of the duties which they owed Plaintiff. Plaintiff was deprived of her ownership interest  
22 in the Property and also has sustained monetary damages. As of the date of the filing of this Plaintiff  
23 has incurred damages in the amount of \$588,110.19, plus interest accruing at the rate of 3 percent  
24 per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees and costs  
25 of court.

26 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
27 severally, as set forth below.

28

1 **FOURTH CLAIM FOR RELIEF**

2 **Unjust Enrichment**

3 42. The Plaintiff incorporates by reference all prior allegations of this Complaint as  
4 though fully set forth herein.

5 43. The Defendants unjustly deprived Plaintiff of her ownership interest in the Property  
6 and retained Plaintiff's money in the amount of \$588,110.19, plus interest accruing at the rate of 3  
7 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees  
8 and costs of court, against fundamental principles of justice or equity and good conscience.

9 44. The Plaintiff suffered damages as a result of the acts of the Defendants which  
10 deprived Plaintiff of her ownership interest in the Property and by Defendants' improper retention  
11 of Plaintiff's money in the amount of amount of \$588,110.19, plus interest accruing at the rate of 3  
12 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees  
13 and costs of court.

14 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
15 severally, as set forth below.

16 **FIFTH CLAIM FOR RELIEF**

17 **Fraud in the Inducement**

18 45. The Plaintiff incorporates by reference all prior allegations of this Complaint as  
19 though fully set forth herein.

20 46. Plaintiff is informed and believes that when Defendants represented to her and Colin  
21 that Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the  
22 Property until the Loan was paid in full that (i) Defendants knew the representations were false; (ii)  
23 Defendants made the representations for the purposes of, and with the intent to, induce Kari to make  
24 the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan  
25 as agreed.

26 47. On or about August 6, 2015, Plaintiff, in justifiable reliance upon the representations  
27 made by Defendants, made the Loan to the Defendants, which funds were fully disbursed by  
28 Plaintiff to the Defendants on or around that same date, and on September 9, 2015, executed the

1 Note prepared by Alisha.

2 48. Plaintiff has incurred and continues to incur damages based on the  
3 misrepresentations made by Defendants. As of the date of the filing of this First Amended  
4 Complaint Plaintiff has incurred damages in the amount of \$588,110.19, plus interest accruing at  
5 the rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus  
6 attorneys' fees and costs of court.

7 49. Plaintiff is informed and believes that Defendants acted with recklessness,  
8 oppression, fraud, and/or malice against her in obtaining control of \$588,110.19 of Plaintiff's  
9 money.

10 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
11 severally, as set forth below.

12 **SIXTH CLAIM FOR RELIEF**

13 **Equitable Lien**

14 50. The Plaintiff incorporates by reference all prior allegations of this Complaint as  
15 though fully set forth herein.

16 51. The Defendants have a debt, duty, and obligation owing to the Plaintiff.

17 52. The debt, duty, and obligation fasten to the Property which is described with  
18 certainty.

19 53. The Defendants have used the Loan proceeds, that they obtained through  
20 misrepresentation and undue influence, to enhance and augment the Property, which Property  
21 should have been encumbered to secure the Loan. Therefore, the Plaintiff is entitled to an equitable  
22 lien against the Property.

23 54. The Plaintiff has suffered damages in excess of \$10,000.00 as a result of the  
24 Defendants' exploitation of Plaintiff.

25 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
26 severally, as set forth below.

27 ././

28 ././



1 claims asserted herein.

2 63. Plaintiff is entitled to a preliminary injunction pursuant to NRS 33.010 pending final  
3 judgment in this case, ordering that the Defendants:

- 4 a. Are prohibited from selling the Property;  
5 b. Are prohibited from recording a homestead against the Property; and  
6 c. Are prohibited from further encumbering the Property and/or securing  
7 additional loans secured by the Property.  
8 d. Requiring Defendants to add Plaintiff to the Deed for the Property.

9 64. Plaintiff has been required to obtain the services of an attorney to assist in the  
10 prosecution of this matter and is entitled to payment of its attorney's fees and costs incurred herein.

11 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as set  
12 forth below.

13 **NINTH CLAIM FOR RELIEF**

14 **DECLARATORY JUDGEMENT**

15 65. Plaintiff incorporates by reference all prior allegations of this Complaint as though  
16 fully set forth herein.

17 66. An actual and justiciable controversy exists between Plaintiff and Defendants with  
18 respect to the ownership of the Property.

19 67. Pursuant to the PSA and the agreement between Plaintiff and the Defendants,  
20 Plaintiff was to be a joint owner of the Property until the Loan was paid in full.

21 68. Under NRS 30.040(1) and NRS 30.070, Plaintiff is entitled to a declaration that she  
22 is to be added to the deed as a joint owner of the Property until the Loan is paid in full.

23 69. Plaintiff has been required to obtain the services of an attorney to assist in the  
24 prosecution of this matter and is entitled to payment of its attorney's fees and costs incurred herein.

25 WHEREFORE, Plaintiff prays for relief as set forth below.

26 **PRAYER**

27 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and  
28 severally, as follows:



VERIFICATION

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF WASHOE    )

I, KARI ANNE JOHNSON, being first duly sworn, deposes and says under penalty of perjury:

1. That I am the Plaintiff named herein in the foregoing FIRST AMENDED VERIFIED COMPLAINT; and

2. I have read the same and knows the contents thereof; and that the same is true of my own knowledge, except as to the matters stated therein on information and belief, and as to those matters I believe them to be true.

KARI ANNE JOHNSON

By: 

Name: Kari Anne Johnson

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF WASHOE    )

SUBSCRIBED and SWORN to before me  
this 16 day of March 2021 by  
Kari Anne Johnson.



NOTARY PUBLIC



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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **VERIFIED FIRST AMENDED COMPLAINT** on all parties to this action by the method(s) indicated below:

\_\_\_\_\_ by placing true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

  x   by using the Court's CM/ECF Electronic Notification System addressed to:


Mark G. Simons, Esq.  
Anthony L. Hall, Esq.  
SIMONS HALL JOHNSTON PC  
Email: MSimons@SHJNevada.com  
AHall@SHJNevada.com  
Attorneys for Defendants

\_\_\_\_\_ by personal delivery/hand delivery addressed to:

\_\_\_\_\_ by facsimile (fax) addressed to:

\_\_\_\_\_ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 16<sup>th</sup> day of March 2021.

  
\_\_\_\_\_  
Employee of Robison, Sharp, Sullivan & Brust



**EXHIBIT LIST**

Exhibit #	Description	Pages
Exhibit "1"	Purchase and Sale Contract	13
Exhibit "2"	Promissory Note	1
Exhibit "3"	Payment Schedule	9
Exhibit "4"	Deed	7
Exhibit "5"	Irregular Endorsement to Agreement of Sale	1
Exhibit "6"	Deed of Trust	18

**Exhibit “1”**

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

**Exhibit “1”**

## PURCHASE CONTRACT AND RECEIPT

THIS PURCHASE CONTRACT AND RECEIPT (the "Agreement") dated this 13 day of December, 2014 is by and between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") under the following terms and conditions:

1. **PURCHASE:** Seller hereby agrees to sell and Buyer agrees to buy Lot 0055 (the "Lot") of Estates at Saddle Ridge subdivision, Lot in the records of Washoe County, Nevada, having a street address of 9845 Firefoot Lane, Reno, NV 89521, together with a residence (the "Residence") to be constructed thereon in accordance with Seller's Plan Willshire Sonoran (the Lot and Residence being hereinafter referred to as the "Property"). The purchase price to be paid by Buyer for the Property and method of payment shall be as follows subject to any adjustments set forth on Exhibits "B" or "C":

Purchase Price	\$489,995
Earnest money applied from non-binding lot reservation agreement, which is to be released to Seller from escrow upon execution of this Agreement	\$5,000
Additional Earnest Money paid to Seller	\$19,500
Mortgage Amount	\$0
Note for balance of 10% down is \$24,500.	
Cash due at Closing (exclusive of closing costs)	\$465,495
<b>TOTAL</b>	<b>\$489,995</b>

Buyer agrees that all of the above payments (except for the Mortgage Amount and cash due at Closing) shall be paid direct to Seller outside of Escrow and may be used by Seller prior to the Closing; however, at the Closing, Buyer will be credited with all such payments. Buyer assumes the risk of losing such amounts paid to Seller if Buyer is unable or unwilling to perform under the terms of this Agreement.

Buyer's Initials: *MAH KJ*

2. **APPROVAL OF SELLER.** This Agreement will not be binding upon Seller unless executed by an officer of Seller within 30 days of Buyer's execution of this Agreement; Seller's salesperson has no authority to bind Seller hereunder. This Agreement shall constitute an irrevocable offer by Buyer for this 30 day period. Notwithstanding the foregoing, Seller may deposit into any one or more of its banking accounts any such sums paid on account of the purchase price and extras during said 30 day period. Any such deposit of funds shall not constitute Seller's approval of this Agreement.

3. **MORTGAGE APPLICATION.** Buyer has the right to select a mortgage lender of Buyer's choosing. Buyer shall in good faith make a truthful and complete application to TBI Mortgage and any other lender of Buyer's choosing. Buyer represents to Seller that the information contained in the loan qualification questionnaire already provided to Seller is truthful and accurate as of the date of Buyer's execution hereof. Buyer understands that Seller is relying on Buyer's information and on Buyer demonstrating that Buyer has or shall have sufficient funds to complete Closing in order for Seller to proceed with building the home.

Within 14 days of Buyer's execution of this Agreement ("Mortgage Application Period"), Buyer agrees to submit, at no cost to Buyer, a loan application to TBI Mortgage, under conditions herein stated for a mortgage amount not to exceed \$0, at market rates applicable to the Buyer. Buyer may also submit, at Buyer's own expense, an application to any mortgage lender of Buyer's choosing within the Mortgage Application Period. If Buyer chooses to apply to a lender other than TBI Mortgage Company, Buyer shall, within the Mortgage Application Period, return to Seller the completed Request for Lender Information form. Buyer shall cause each prospective mortgage lender to disclose to Seller all requested information regarding Buyer's loan application and credit report.

Buyer shall take all necessary action to secure financing. Buyer agrees to inform Seller on an ongoing basis of the status of each loan application. Buyer shall furnish all information required by any prospective lender, within 5 days of any such request. Buyer agrees to immediately send Seller copies of any notice from Buyer's lender(s) rejecting Buyer's loan application(s). If Buyer is not approved for a mortgage within 45 days of the date of Buyer's execution of this Agreement, Seller shall extend the mortgage application approval process until such time as (1) Seller submits another application on substantially the same terms described above to a lender chosen by Seller, with no additional application fee to Buyer, or (2) Seller declares this Agreement null and void, in which event, if Buyer has timely applied for a mortgage, pursued a mortgage diligently, and otherwise satisfied all obligations under this paragraph, the deposit shall be returned to Buyer, together with all sums paid on account of the purchase price and extras without interest, and neither party shall have any further rights or liabilities hereunder.

Within five (5) days receipt of a loan commitment from the lender that Buyer intends to use for Closing, Buyer agrees to (i) accept the commitment and (ii) mail an executed copy of the commitment to Seller. Buyer agrees to execute all documents and pay all fees required to consummate the mortgage transaction. Buyer agrees to take no

action which shall have a materially detrimental impact on Buyer's financial condition. By accepting the loan commitment, Buyer agrees to be responsible for and bear the risk of meeting all terms and conditions of the commitment, if any, including, but not limited to, the sale of other real estate presently owned by Buyer, and for any changes in the interest rate until the Buyer locks the interest rate. Buyer's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not release Buyer from Buyer's obligations under the Agreement.

#### 4. CONSTRUCTION AND COMPLETION.

(a) Seller shall cause the Residence to be constructed in substantial conformance with Seller's standard plans for the model selected by Buyer (the "Plans") and the specifications attached hereto as Exhibit "D", if any, (the "Specifications") subject to (i) substitution of materials, fixtures and appliances of equal or better value, (ii) such changes in the Plans and Specifications as may be required by any State, Federal, County or local government authority or in order to accommodate Buyer's requested changes to the plans and specifications, and (iii) any changes which may be required by any applicable homeowner association architectural committee. Buyer shall fully cooperate with Seller to expedite processing and obtain the approval of the applicable municipality and architectural committee for the Plans and changes thereto.

(b) Seller agrees to complete the construction of the Residence within a period of 2 years from the date this Agreement is signed by Buyer. If an Event of Delay occurs, this 2-year period shall be extended for a period of time equal to the length of the Event of Delay. An Event of Delay is defined as strikes or other labor disputes, shortages of labor or materials, weather conditions, Acts of God, acts of the federal, state or municipal governments or any governmental agency, including, but not limited to, building or other code inspections and approvals, governmental regulations, fire or other casualties and any other delays allowed by law. It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement shall be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

(c) Within fourteen (14) days from the date Seller accepts this Agreement, Buyer shall complete Seller's Initial Selection Sheet relative to initial variable color and structural components to be incorporated into the Residence. Within the earlier of sixty (60) days from the date Seller accepts this Agreement or fourteen (14) days from the commencement of construction, Buyer shall select all other variable decorative components or materials which are to be constructed, installed or applied by Seller, including but not limited to, landscaping selections. If such selections are not made within the required time periods, Seller shall have the right to make such selections and Buyer shall be charged Seller's standard price for such selections and the Purchase Price shall be increased accordingly. All selections shall be final and binding on Buyer, whether selected by Buyer or by Seller pursuant to the terms of this paragraph.

(d) All such changes to the Plans or Specifications requested by Buyer must be submitted in writing to Seller for review and pricing. No such changes shall be effective unless accepted in writing by Seller.

(e) Certain items of outside work (e.g. grading, seeding and driveway) may not be completed prior to Closing. Seller agrees to complete such items after closing as soon as practical and weather permitting and Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price.

(f) Some of the items set forth in Exhibits "B" and "D" may be allowance items. Depending upon the selection made by Buyer, the price of the allowance item may differ from the estimate shown on Exhibit "B" or "D". Once Buyer makes its final selections on each allowance item, Seller shall provide current pricing on the allowance item and the amount of the Purchase Price shall be adjusted accordingly.

(g) Within a reasonable period of time following the Closing, Seller shall remedy punch list items and make adjustments agreed to by Buyer and Seller in a walk-through inspection which will be scheduled by Seller and Buyer either prior to or immediately after the Closing. The existence of any such punch list items or other nonstructural construction defects shall not entitle Buyer to cancel this Contract or delay the Closing.

#### 5. POSSESSION, ESCROW AND CLOSING.

(a) Possession of the Property shall remain exclusively with Seller until the Recorded Closing and Buyer shall not have the right to take possession or occupancy perform or cause to be performed any custom or other work on the Property prior to the Closing.

(b) Seller and Buyer hereby employ the escrow agent designated on Exhibit "A" (the "Escrow Agent") to act as escrow agent to facilitate the Closing of this transaction. Upon Closing, Escrow Agent shall cause the recording in the appropriate county offices of all necessary documents, disburse all funds, arrange for issuance to Buyer of the title insurance policy referred to below and arrange for issuance to any lender any required title insurance policy insuring lender's interest in the Property and the amount required by such Lender. The parties hereto grant to Escrow Agent the right to execute on their behalf an Affidavit of Value to enable recording of the deed, using the total purchase price set forth above, unless instructed mutually by the parties to the contrary.

(c) Closing shall occur within seven (7) days after written notice to close is given by Seller, provided that by the date scheduled for Closing the municipality in which the Property is located has approved the Residence for occupancy. The approval by the municipality shall include an electrical clearance or equivalent.

Should Buyer not fully perform all of its payment and performance obligations on or before the date set for the Closing, in addition to all other amounts payable hereunder, Buyer shall pay to Seller to compensate Seller for the delay, interest at twelve percent (12%) per annum on the entire unpaid portion of the purchase price and options/upgrades from the date originally scheduled for the Closing to the date that this transaction is actually completed, unless Seller elects to cancel this transaction by reason of the failure of Buyer to timely complete this transaction on the Closing, or unless such non-performance by Buyer is caused by Seller's non-performance of any terms or conditions hereof. Seller shall not be liable to Buyer for any costs, expenses, losses or damages incurred by Buyer as a result of any delay in the Closing, including but not limited to, any loss or damage as a result of any increase in commitment fees, points or interest rates assessed or charged by any lender. Buyer has the sole responsibility to arrange for utilities to be turned on at the Property and any delays incurred in connection therewith shall not entitle Buyer to delay the Closing and Seller shall have no responsibility in connection therewith.

6. **CONVEYANCE AND TITLE INSURANCE.** At the Closing, Seller shall pay for a Standard Owner's Policy of Title Insurance insuring title in the amount of the total purchase price for the Property. Title to the Property shall be conveyed by Grant deed at the Closing free and clear of all liens and encumbrances except (i) patent reservations, (ii) taxes and assessments not due and payable at Closing, (iii) any liabilities, charges and obligations imposed upon the Property by reason of inclusion or membership in any electrical, agricultural, hospital, community facilities or other improvement district or any water users association or drainage district, (iv) any Declaration of Covenants, Conditions or Restrictions for the subdivision and/or master planned community in which the Property is located and any amendments thereto, (v) matters shown on the plat of the subdivision, or which an accurate survey would show, (vi) easements and rights of way for roads, canals, ditches, drainage and public utilities, (vii) water rights, (viii) Buyer's purchase money encumbrance, if any, (ix) any other matters of record not adversely affecting marketability of title to the Property; and (x) any matters agreed in writing by Buyer.

7. **CLOSING COSTS AND PRORATIONS.** In addition to the Purchase Price of the Property, Buyer shall deposit in escrow at or prior to the Closing, an amount (determined by Escrow Agent or any lender) equal to the cost of all financing costs (including but not limited to credit reports, appraisal fees, inspection fees, recording fees, document preparation charges, insurance premiums, loan origination fees and points), tax service fees, one-half (1/2) of the escrow fee and all other charges normally assessed against a buyer (as determined by Escrow Agent), such as impounds for taxes, interest, insurance and homeowner's association assessments as may be required by lender, and the cost of any title insurance premiums in excess of the cost of a standard owner's policy of title insurance. Buyer acknowledges that Buyer is responsible to pay all applicable Real Property Transfer Taxes at close of escrow. Taxes, general and special assessments, community facilities district/improvement district assessments and homeowner association assessments ("Prorate Items") shall be prorated as of the Closing based on the most recent information available to Escrow Agent without adjustment following the Closing; however, if Buyer causes any delay in the Closing, Buyer shall be responsible for all Prorate Items from the date initially established for the Closing regardless of the actual date of the Closing.

8. **DEFAULT AND REMEDIES.**

(a) If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for 7 days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries or affiliates and to enforce any promissory notes given by Buyer to Seller or its parents, subsidiaries or affiliates, as liquidated damages. Buyer and Seller agree that such damages are not a penalty, but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, which damages are substantial but are not capable of precise determination. No delay or forbearance by Seller in exercising any right or remedy hereunder shall be deemed to be a waiver thereof.

(b) If Seller defaults under this Agreement and such default continues for 7 days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer and this Agreement shall be terminated in all other respects;

(c) Notwithstanding anything contained in this Agreement to the contrary, in the event of Seller's default under Section 4(b) of this Agreement, Buyer shall have all remedies available at law and in equity without limitation or restriction.

Buyer's Initials: *WZL ASH JQ*

9. **ARBITRATION:** Buyer, on behalf of Buyer and all residents of the Property, including minor children, hereby agree that any and all disputes with Seller, Seller's parent company or their partners, subsidiaries, or affiliates arising out of the Property, this Agreement, the Home Warranty, any other agreements, communications or dealings involving Buyer, or the construction or condition of the Property including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims"), shall be resolved by binding arbitration.

(a) All disputes arising out of the Home Warranty or any other express warranties shall be resolved by binding arbitration in accordance with the rules and procedures set forth in the Home Warranty.

(b) All other Claims, regardless of the amount in dispute, shall be resolved by binding arbitration by the American Arbitration Association ("AAA") and in accordance with its Expedited Procedures of the Commercial Arbitration Rules, which Rules can be viewed at [www.adr.org](http://www.adr.org). If AAA is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration by AAA's successor or an equivalent organization mutually agreed upon by the Parties.

(c) The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive settlement.

(d) In addition, Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer first provides a copy of the Demand for Arbitration stating specific written notice of each claim (sent to 250 Gibraltar Road, Horsham, PA 19044, Attn: Dispute Resolution - Legal Department) and gives Seller a reasonable opportunity after receipt to cure any default.

Buyer's Initials: MEH ASH KQ

**BUYER HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.**

Buyer's Initials: MEH ASH KQ

**10. NO ORAL CHANGES OR REPRESENTATIONS.**

(a) Seller wishes to avoid any misunderstandings concerning the purchase of the Property and it is the policy of Seller not to enter into any oral agreements or to ask any buyer to rely on any oral representations concerning the Property or the subdivision in which the property is located. The entire Agreement between Buyer and Seller must be expressed in writing. Therefore, Buyer shall write in below any representations or promises which are not set out in this Agreement, but which have been made by Seller or its purported agents or employees, and upon which Buyer is relying in making this purchase, and if there are none, Buyer shall so indicate.

NONE

Buyer's Initials: MEH ASH KQ

(b) BUYER ACKNOWLEDGES THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS OR PROMISES OF ANY KIND THAT HAVE BEEN MADE TO INDUCE THE EXECUTION OF THIS AGREEMENT AND THAT AGREEMENT SETS FORTH IN FULL THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER FURTHER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY ORAL AGREEMENT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. No salesperson or broker has any authority to modify the terms hereof nor any authority to make any representation or agreement not contained in this Agreement and no other person on behalf of Seller is authorized to make any future oral agreement upon which Buyer may rely to cancel, change or modify any portion of this Agreement. This Agreement supersedes any and all prior understandings and agreements. This Agreement may be amended or modified only by an agreement in writing signed by Buyer and Seller or Seller's authorized agent.

(c) Buyer hereby agrees that an electronic transmission of documents is acceptable in Adobe PDF format or an equivalent form. Any document delivered by electronic means shall be considered to be signed and delivered in writing for the purpose of any provision of the Agreement. Upon receipt of the electronic transmission of documents, Buyer agrees to respond immediately to the sender by electronic transmission, confirming receipt.

Print email address in box below or write "Decline" if you elect to receive all documents in hard copy.

Leshhatch@gmail.com

**11. LIMITED WARRANTY.**

(a) SELLER SHALL CAUSE TO BE PROVIDED TO BUYER A 10 YEAR LIMITED WARRANTY (THE "HOME WARRANTY"). BUYER ACKNOWLEDGES RECEIPT OF THE HOME WARRANTY, THE HOME CARE AND SERVICE GUIDE AND STANDARDS OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THE HOME WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE HOME WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE HOME WARRANTY STANDARDS. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION, SPECIFIC PERFORMANCE, ANY SPECIAL EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

Buyer's Initials: *MZ/AST* *KE*

(b) The manufacturers of some products used in the Property may have a manufacturer's warranty. Seller has no obligation or responsibility for the manufacturer's performance. If a manufacturer's warranty has been issued to Seller, Seller hereby assigns to Buyer (without recourse) all rights under such manufacturer's warranty, such assignment to be effective as of the Closing.

Buyer's Initials: *MZ/AST* *KE*

(c) Seller shall contract with a licensed pest control company to apply a termite treatment to the foundation during construction of the Property. Buyer and Seller understand that current government regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites and consequently, termites may appear following completion of the Property. Seller shall obtain a certificate from the pest control company (the "Termite Certificate") which will provide, in substance, that the pest control company has applied the termite treatment in accordance with the applicable state and federal agencies and should termites be discovered at the Property within five (5) year period from the date of original treatment, the pest control company shall re-treat the Property on as many occasions as are necessary to control such termites. Seller shall assign the Termite Certificate to Buyer at the Closing, when required by a government agency. Seller recommends that Buyer annually consult with a pest control company as to the need for termite retreatments. BY RECEIPT OF THE TERMITE CERTIFICATE TO BE ASSIGNED BY SELLER TO BUYER AS DESCRIBED IN THIS PARAGRAPH, BUYER AND THEIR SUCCESSORS AND ASSIGNS AGREE TO LOOK SOLELY TO THE PEST CONTROL COMPANY FOR COSTS AND EXPENSES ASSOCIATED WITH INVESTIGATING AND REMEDYING ANY TERMITE PROBLEMS AND WAIVE ALL CLAIM OF LIABILITY AGAINST SELLER FOR LOSSES, COSTS AND EXPENSES IN CONNECTION WITH THE EXISTENCE OF TERMITES AT THE PROPERTY.

Buyer's Initials: *MZ/AST* *KE*

12. VISITATION TO PROPERTY: Any visitation by Buyer or Buyer's invitees (limited to Buyer's immediate family) to the Property prior to Closing is subject to the following:

Buyer hereby acknowledges that the Property and adjacent houses are under construction and that active construction sites inherently possess potential safety hazards. If Buyer enters the Property, Buyer expressly assumes the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or an invitee of Buyer. No children under the age of 16 years are allowed in construction areas at any time. Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from all claims and liabilities incurred by Seller resulting from the presence of Buyer or Buyer's invitees on the Property or Seller's other property.

Buyer and members of Buyer's immediate family (provided that Buyer is present) may only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Before entering any construction areas, Buyer must receive approval at the sales office or the construction office and be issued a hard hat. Hard hats shall be worn at all times in all construction areas. Buyer agrees that, due to construction conditions, access at certain times may not be feasible. Buyer acknowledges and understands that keys to the Property may not always be available. Seller reserves the right at any time to deny access to construction areas and to impose additional rules or conditions upon entry into the community or the Property as determined in Seller's sole and absolute discretion.

When at the Property, Buyer may only view the Property and any exposed components thereof. In no event may Buyer modify, alter, test, reinforce or otherwise interfere with the Property or any component thereof. Buyer may not access any other homes or any other area outside of the Property. In addition, Buyer agrees not to critique or instruct Seller's construction personnel or any of Seller's other workers or employees and will address any questions, instructions, or suggestions in writing to Seller.

13. ENVIRONMENTAL NOTICE. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE EXISTING OR FUTURE SOIL OR ENVIRONMENTAL CONDITIONS ON OR ADJACENT TO THE PROPERTY OR THE SUBDIVISION, INCLUDING POSSIBLE PRESENT OR FUTURE POLLUTION OF THE AIR, WATER OR SOIL FROM ANY SOURCES, INCLUDING BUT NOT LIMITED TO RADON GAS OR UNDERGROUND MIGRATION OR SEEPAGE OF HAZARDOUS SUBSTANCES OR OTHER POLLUTANTS. SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL, WHICH THE LOT OR ITS INHABITANTS MAY SUFFER BECAUSE OF ANY EXISTING OR FUTURE ENVIRONMENTAL OR OTHER CONDITIONS, INCLUDING, BUT NOT LIMITED TO POWER LINES OR RADON, AFFECTING SUCH INHABITANTS, THE LOT OR REAL PROPERTIES IN OR ADJACENT TO THE SUBDIVISION.

14. PUBLIC OFFERING STATEMENT. The Property is part of a Planned Community, as further described in the Public Offering Statement for the Community. Buyer acknowledges having received the Public Offering Statement. The Public Offering Statement is hereby incorporated as part of this Agreement. In the event of any inconsistencies between this Agreement and the Public Offering Statement, the terms of the Agreement shall control.

Buyer's Initials: *MZ/AST* *KE*

15. PROTECTIVE COVENANTS. The Property may be encumbered by a declaration of covenants and easements for the benefit of all homeowners and Seller. The declaration sets forth certain use and architectural

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restrictions, including restrictions on the construction and location of swimming pools, fences, tennis courts, signs, clotheslines, antennas, boats, trailers, campers, storage sheds and other structures.

Buyer's Initials: MEH ASH *fcj*

16. MASTER ASSOCIATION AND OWNERS ASSOCIATION: A Landscape Maintenance Association and the Damonte Ranch Drainage District (collectively, the "Master Association") have been established for the benefit of all homeowners and Seller for the purpose of managing, operating and maintaining certain common areas and community facilities, drainage facilities and/or services within the community in which the Lot is located. Seller does not control the Master Association. Buyer will be a member of the Master Association and will be subject to the provisions of the Master Association's governing documents (the "Master Association Governing Documents") pursuant to which the Master Association has been established and will be operated. The affairs of the Master Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Master Association, a share of the expenses of maintaining the Master Association, including, but not limited to, the Landscape Maintenance Association fees and the Damonte Ranch Drainage District fees, as may be amended from time to time. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of FOUR HUNDRED Dollars (\$400), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Master Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Master Association as they thereafter regularly or specially accrue.

In addition to the Master Association, all homeowners shall also be members of the SADDLE RIDGE Owners Association (the "Owners Association"). Buyer will be a member of the Owners Association and will be subject to the provisions of the Owners Association's Governing Documents (the "Owners Association Governing Documents") pursuant to which the Owners Association has been established and will be operated. The affairs of the Owners Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Owners Association, a share of the expenses of maintaining the Owners Association. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of THREE HUNDRED SEVENTY EIGHT Dollars (\$378), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Owners Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Owners Association as they thereafter regularly or specially accrue.

Buyer hereby acknowledges having received copies of the Master Association Governing Documents and Owners Association Governing Documents, which are further described in the above paragraphs.

Buyer's Initials: MEH ASH *fcj*

17. BROKERAGE DISCLOSURE. Buyer acknowledges that the real estate agents marketing lots and residences for Seller at the Subdivision are acting solely as the agents of the Seller and may be affiliated with Seller. Seller does not utilize sub-agents; therefore, if Buyer has been shown the lot by a real estate agent other than one of Seller's project agents, such real estate agent is an agent of the Buyer and solely represents the Buyer. Seller shall not pay any real estate broker or agent a real estate commission or any other compensation unless there is a written agreement signed by Seller and the real estate broker or agent detailing the amount of compensation to be paid, the conditions of payment and confirming that the real estate agent or broker is acting solely on behalf of Buyer and not as a sub-agent of Seller.

#### 18. MISCELLANEOUS.

(a) This Agreement and all Exhibits and Endorsements contain the entire agreement between the parties. No modification of this Agreement shall be binding unless it is in writing and signed by the parties. Any statement of square footage is an estimate and Seller does not guarantee or warrant the square footage of the completed Residence. In the event any marketing materials contain a representation that is different than this Agreement, Buyer acknowledges that any such representation is superseded by and is not a part of this Agreement and that Buyer has not relied upon any such representation in entering into this Agreement.

(b) If this Agreement is signed by more than one Buyer, each Buyer shall be jointly and severally liable hereunder. The numbers and gender used herein shall be deemed to apply to such number and gender as the context requires.

(c) This Agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, provided, however, neither this Agreement nor any rights hereunder may be assigned or transferred by Buyer prior to the Closing without the prior written consent of the Seller, and any such prohibited assignment shall be void.

(d) Except as otherwise provided herein, no waiver in connection with this Agreement shall be effective unless it is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of the same or a different breach in the future.

(e) Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.



(f) This Agreement shall not be binding upon Seller until accepted by Seller and executed by Seller's authorized representative. Buyer's earnest money deposit is accepted subject to acceptance by Seller and subject to prior sale and this Agreement may be canceled by Seller in the event of prior sale.

(g) Buyer's obligation to pay the entire purchase price, the price of any options/upgrades/extras and costs shall survive Closing.

(h) If prior to the Closing, all or a substantial portion of the Property shall be destroyed or materially damaged by fire or other casualty, either Buyer or Seller may cancel this Agreement, in which event Buyer shall be entitled to a full refund of all amounts paid hereunder, unless Seller agrees to repair and complete construction no later than one hundred eighty (180) days after the date of fire or other casualty, in which event this Agreement shall remain in full force and effect.

(i) This Agreement shall be governed and enforced under the laws of the State of Nevada.

(j) Within five (5) days after request thereof, Buyer and Seller shall execute and deliver any additional documents and provide any additional information required or reasonably requested by the other party, any lender or escrow agent in order to evidence or give effect to the provisions of this Agreement, both prior to and following the Closing. If the parties cannot agree upon the terms and conditions of any documents to be executed which are not specifically agreed upon in this Agreement, then Escrow Agent's standard form of that particular document shall be used.

(k) All provisions of all Endorsements and Exhibits to this Agreement are hereby incorporated by reference into this Agreement.

(l) Unless a Buyer or his/her agent has personally inspected the Property, the Buyer may cancel, by written notice, the Agreement for purchase of the Property until midnight of the fifth calendar day following the date of execution of the Agreement. Notice of cancellation must be in writing, delivered by hand or prepaid U.S. mail, addressed to Seller within such five-day period.

(m) Any and all Exhibits or Endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

#### 19. ACKNOWLEDGEMENTS AND RIGHTS OF BUYER.

(a) Buyer understands and accepts that (i) the as-built location of utility lines, utility improvements (such as but not limited to junction boxes, transformers or pedestals) and sewer taps, may vary from locations shown on plot or site layout plans, (ii) there may be minor encroachments by fences on either side of actual lot lines, (iii) future construction on or grading or excavation of the Property by Buyer must comply with applicable drainage plans, and if not correctly engineered, could disrupt drainage and cause ponding or flooding, (iv) the character and uses of property surrounding and in the vicinity of the subdivision may change, (v) there may be deviations in the Property from Seller's standard plans or model or spec homes located within the subdivision and from illustrations and designs shown in promotional materials and some exterior and interior items shown in Seller's spec homes are upgrades over Seller's standard feature and, unless included as extras on Exhibit "B" attached hereto or on a change order approved in writing by Seller, such upgraded items are not included in the Purchase Price, (vi) square footage figures shown in the sample floor plans, preliminary drawings and promotional and other materials provided by or on behalf of Seller are estimates only, (vii) there may be minor variations from the Plans as to the location of the walls of the Residence, (viii) if a portion of the Lot consists of natural area open space ("NAOS"), then pursuant to the ordinances of the municipality in which the Lot is located, Buyer may not construct any improvements in the NAOS area or change the drainage or landscaping in the NAOS area. Seller disclaims liability or responsibility in connection with the foregoing and Buyer hereby releases Seller from any and all responsibility, obligation or liability whatsoever for the occurrence of the same.

*[Handwritten signatures and initials]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:  
Toll South Reno LLC

By: [Signature]  
Authorized Signature

ON: 12/18/14

Submitted by the following broker/salesperson on  
this 13 day of December, 2014.

[Signature]

BUYER(S):

Alisha Hatch  
Mike Hatch  
Kari Johnson

Michael and Alisha Hatch and Kari Johnson  
Mike Hatch  
6022 Monte Rosa Court,  
Reno, NV 89511

DATE: 12/18/14

General Conditions of Escrow  
And Escrow Instructions

Escrow No. ....-JN

These "General Conditions of Escrow" shall become an addendum to the agreement entered into on 12-13-14 by and between Toll South Reno, LLC, a Nevada limited liability company as seller and Michael & Alisha Hatch and Kari Johnson, as buyer for property described as: 9845 Firefoot Lane Reno, NV 89521

Lot 0055 of The Estates at Saddle Ridge - Damonte Ranch Village - Unit 11D, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records  
Tract Map No. 5071.

More commonly known as 9845 Firefoot Lane Reno, Nevada 89521

and in combination shall serve as escrow instructions to Escrow Agent, for said Agreement to purchase and any modifications thereto.

I authorize Escrow Agent to deliver Seller's instrument of conveyance to the above named party upon payment to Escrow Agent for Seller's account of the full consideration and upon condition that Titor Title of Nevada, Inc. issue the usual form of A.L.T.A. Standard Owner's policy and A.L.T.A. Lenders Policy for any Lenders.

Subject only to:

- 1) Taxes, INCLUDING PERSONAL PROPERTY TAXES, IF ANY, and any and all taxes and assessments levied or assessed after close of escrow.
- 2) RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD, if any, affecting the use and occupancy of said property as the same may now appear of record, except as otherwise specifically required herein.
- 3) Endorsement to Agreement of Sale.

ESCROW AGENT HAS NO RESPONSIBILITY FOR INVESTIGATING OR GUARANTEEING THE STATUS OF ANY GARBAGE FEE, POWER, WATER, TELEPHONE, GAS, AND/OR OTHER UTILITY OR USE BILL, EXCEPT AS SPECIFICALLY REQUIRED HEREIN.

An installment maturing on existent encumbrances, if any, during the period of this escrow shall be paid by Seller, unless otherwise specifically required herein. All prorations shall be computed on the basis of a 30-day month. The term "close of escrow" shall be deemed to mean the date upon which all necessary documents are filed for record with the appropriate county recorder's office. Escrow Agent is directed to mail the respective policy (ies) of title insurance to the holder of any new encumbrance called for herein and to the Buyer hereunder.

Commission, as per separate agreement, shall be payable to N/A and Escrow Agent is directed to disperse same to the extent that the proceeds of this escrow available become disburseable for Seller's account. Titor Title of Nevada, Inc. assumes no liability for, and is hereby relieved of any liability in connection with any PERSONAL PROPERTY which may be part of this escrow.

Escrow Agent is directed to file the necessary Deeds, Trust Deeds, and other instruments and pay for any encumbrance which a title search reveals against the subject property, except as set for herein. Escrow Agent is authorized and directed to pay said encumbrances as directed by the lien holder thereof, acting solely upon the written direction of such lien holder, and it is expressly understood and agreed that Escrow Agent assumes no liability for the accuracy of any such statement or direction.

Escrow Agent is further directed to insert the names of the Grantee in the necessary conveyance and/or encumbering documents prior to the recordation of the same, based upon the written direction tendered by Grantee or in compliance with instructions set for by the beneficiary under any new loan documents. Escrow Agent is expressly authorized to charge to the account of the party obligated to pay same, any charge or expense incurred in connection with this transaction or the terms thereof. Escrow Agent is further directed and authorized to reimburse itself for any charges which it may incur during this escrow by charging such amount to the party obligated to pay the same. All disbursements made under this transaction shall be made in the form of a check by Titor Title of Nevada.

Any deposit made by Buyer or Seller hereunder into this escrow shall be in the form of certified funds or cashier's check. Any check presented for deposit into this escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which check is drawn that said check has cleared its account. Buyer/Seller acknowledges funds are deposited into a non-interest bearing account.

All notices, demands or changes to these instructions shall be in writing.

MEH ASA KE

Supplemental tax bills, when issued and posted, may not be immediately available; therefore, there may be a gap in time where the bill may be posted, however, we would not have knowledge of the assessment. Therefore, in the event a supplemental tax bill is issued by the County Tax Collector after the date of the above mentioned preliminary report or after the close of escrow and transfer of title, the undersigned parties agree to handle any adjustment which might result from such supplemental tax bill directly between themselves.

Notwithstanding the fact that Escrow Agent may have been provided with a copy of this Purchase Contract in relation to subject property for information purposes, Escrow Agent's liability to the undersigned is limited solely to Escrow Agent's compliance with these instructions, and any modifications hereto given in writing prior to close of escrow.

These instructions are executed for the sole purpose of enabling escrow holder to complete this transaction but are in no way intended to modify, amend, supersede or in any way change that certain agreement executed by and between the parties hereto prior to these instructions. The undersigned acknowledge that Escrow Agent, as escrow holder, are not charged with the responsibility of interpreting the provisions of any contract which may be the basis for this transaction, or making any disclosures relative to such provisions, or otherwise.

In the event any party to this escrow receives funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled or to the escrow for disbursement. Escrow Agent is authorized and instructed to rely upon any statement furnished by any lien holder and the holder, payee or collection agent of payee for any note or contract of sale, without liability or responsibility for the accuracy of such statement.

In the event this transaction is an exchange or part of an exchange, the parties acknowledge the escrow holder has made no representations whatsoever regarding the sufficiency or effect of this transaction in relation to applicable federal and state tax laws. It is further acknowledged by the parties that they are hereby advised by escrow holder to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this exchange. The undersigned fully indemnify and hold escrow holder harmless from any loss or damage which the parties may sustain in the event this transaction fails to qualify for any special tax treatment.

In the event a suit is brought by any party (ies) to this escrow to which the escrow holder is named as a party and which results in a judgment in favor of the escrow holder and/or against party or principal of any part hereunder, the principal or principal's agent(s) agree to pay said escrow holder all costs, expenses and reasonable attorney fees which it pays or incurs in said suit, the amount thereof to be fixed and judgment to be rendered by the court in said suit.

ASH MCH  
Initials

ASH KE  
Initials

Time is of the essence in this agreement and each party hereto requires that the other party comply with all requirements necessary to place this escrow in a condition to close as provided in said Purchase Contract, however, that if the closing date; or any other compliance date specified herein, falls on a Saturday, Sunday, or Holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this escrow subsequent to the date set forth herein.

Either party hereunder claiming right of cancellation of this escrow shall file written notice and demand for cancellation in the office of the Escrow Agent in writing. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to such other party at the last address filed with Escrow Agent.

In the absence of written indication from such party as to said party's mailing address, Escrow Agent is directed to deposit such notice in the United States Mail, certified with return receipt requested, addressed to such party in Reno, Nevada, or such other city as Escrow Agent may have written indication that such party resides. Said notice shall be deemed to have been given upon deposit of said notice in the United States Mail, addressed as specified herein, with proper affixed thereto, and no further notice, or evidence of receipt, shall be required.

Unless written objection to any cancellation notice hereunder shall be submitted and received by Escrow Agent from the party to whom such cancellation notice is directed with ten (10) business days following Escrow Agent's mailing of said cancellation notice, Escrow Agent is authorized and directed to comply with such cancellation notice and demand upon payment of its cancellation charges and expenditures.

In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending mutual written instruction by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right, at its sole discretion, to file a suit to counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit.

ASH MCH

KE

Upon the filing of such suit or counterclaim said Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

It is expressly understood and agreed that the Escrow Agent without any obligation to exercise such right, retains the right to resign its duties as escrow agent under this transaction, at any time and at its sole discretion and/or refrain from taking any act in furtherance of the subject transaction at the sole discretion of Escrow Agent is deemed advisable. No liability shall accrue to said Escrow Agent for any such act or forbearance.

This agreement in all parts applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

These instructions may be executed in any number of counterparts, each of which shall be considered an original and be effective as such, and all of which, when aggregated, shall constitute one fully executed original.

Sellers and Buyers hereby authorize Escrow Agent to furnish copies of closing statements and escrow instructions to the Lender and or Broker involved herein. Escrow Agent is further authorized to deliver a copy of any notice filed in accordance with the terms set forth herein by one party upon the other, to the Broker(s) involved within.

Buyer and Seller shall notify Escrow Agent in writing of any change in address during the course of this escrow, and unless Escrow Agent is in receipt of written indication to the contrary, to mail any notices filed by either party to or against the other, to the address set forth herein.

Seller is hereby made aware that there is a law which became effective January 1, 1987, which requires all escrow holders to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the escrow holder. Escrow Agent are authorized and instructed to provide this information to the Internal Revenue Service after the close of escrow in the manner prescribed by law, or it is understood that this transaction shall not close with Escrow Agent as the escrow holder.

The undersigned buyer herein acknowledges that the Homeowners Association is the Estates at Saddle Ridge Owners Association. The homeowner's association dues for Saddle Ridge Owners Association are \$89.00 monthly (which amount may increase from time to time) and a transfer fee of \$100.00 and a Capital Contribution Fee of \$378.00. In addition there is a \$57.00 quarterly payment to Damonte Ranch LMA along with a transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 payable to Damonte Ranch LMA. There is also a quarterly payment of \$30.00 payable to Damonte Ranch Drainage District, accompanied by a Transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 to Damonte Ranch Drainage. Escrow Agent is hereby authorized and instructed to collect homeowner's association dues upfront and through escrow.

ASH  
Initials

MEH  
Initials

KJ

TO THE EXTENT THAT THE TERMS AND CONDITIONS OF SAID PURCHASE AGREEMENT, AND ANY MODIFICATION THERETO, SHALL CONFLICT WITH THESE "GENERAL CONDITIONS OF ESCROW"; THE OBLIGATIONS OF ESCROW AGENT SHALL BE GOVERNED EXCLUSIVELY BY THESE "GENERAL CONDITIONS OF ESCROW AND ESCROW INSTRUCTIONS" CONTAINED HEREIN, ANYTHING TO THE CONTRARY HEREIN. NOTWITHSTANDING, ESCROW AGENT IS HEREBY UNCONDITIONALLY RELIEVED FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER INVOLVING COMPLIANCE WITH OR ADHERENCE TO CONSUMER CREDIT PROTECTION ACT (TRUTH IN LENDING) OR SIMILAR LAW.

SELLER(S) AND BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS AND ESCROW INSTRUCTIONS TO LENDER AND/OR BROKER INVOLVED.

In the event a post-closing or post-disbursement adjustment is necessary by an entity involved with this escrow transaction, the undersigned authorizes Escrow Agent to, if immediate action to advance funds on their behalf is necessary to promptly effect an accurate closing statement. The undersigned, upon notification, and the opportunity to investigate such necessary advances, agrees to fully cooperate and pay Ticor Title of Nevada, Inc. any and all funds so advanced on their behalf.

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Initials Initials

KJ

SELLER

I agree to pay the following escrow charges: ALTA Policy of Title Insurance, Escrow Fee, Recording Fee, Reconveyance Fee, and incidental expenses necessary to convey insurable title as described herein.

Toll South Reno, LLC, a Nevada limited liability company

[Signature] 12/13/14  
BY: Jake Lucero, Division President

BUYER

I have read the foregoing General Conditions of Escrow and am buying the property described on the terms and conditions set forth, and will within the time limit either hand Escrow Agent or cause to be handed Escrow Agent, the consideration as specified, and I require that Seller comply with all terms thereof within the time as listed above. I agree to pay the following escrow charges: ALTA Premium, Real Property Transfer Tax, Loan Fee (as required by Lender), Escrow Fee, Recording Fee, and Incidental Expenses as may be incurred in connection with any new loan(s).

These incidental expenses include any appraisals ordered by Lender ASA/MA/ [Signature] (initials)

Alexandra Hatch 12/13/14  
Buyer Date  
[Signature] 12/13/14  
Buyer Date

Farid Johnson 12/13/14

6154533  
Alisha Hatch : 0055



## EXHIBIT B NO. 1

COMMUNITY: Estates at Saddle Ridge  
PLAN: Willshire Sonoran

LOT: 0055

THE AGREEMENT OF SALE made between Toll South Reno LLC Seller and Michael and Alisha Hatch and Karl Johnson Buyer is hereby modified as follows: Buyer hereby authorizes and offers to Seller the right to make the following construction changes to the new home indicated above. All construction change orders are offered subject to the acceptance of the Seller. The Seller reserves the right for any reason whatsoever, to reject in part or in whole, any requested construction changes.

OPTION NO.	OPTION DESCRIPTION	QTY	OPTION PRICE
	LOT PREMIUM		\$5,000
426	SECURITY SYSTEM - A, W/WEST- MINSTER SECURITY MONITORING	1	\$0

Diagram Attached: No

For the sum of five thousand DOLLARS	\$5,000
To be applied as payment of or on account of extras, upon the following terms:	
Down payment of signing of this Exhibit "B"	\$250
Cash or Buyer's Certified Check at Settlement	\$4,750

Buyer: [Signature]  
Buyer: Alisha Hatch  
Seller: \_\_\_\_\_

Date Offered: 12/13/14  
Karl Johnson 12/13/14  
Date Accepted: \_\_\_\_\_

# Exhibit “2”

FILED  
Electronically  
CV21-00246  
2021-03-16 12:12:35 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

# Exhibit “2”



**Promissory Note For Hatch Residence 9845 Firefoot**  
**Lane Reno, NV 89521**

\*This agreement is for repayment of a home loan between Kari Anne Johnson (lender) and Michael Edward Hatch & Alisha Suzanne Hatch (borrowers).

[Signature]      MEH      ASHA

\*Michael and Alisha Hatch agree to repay Kari Johnson the total amount borrowed in the amount of \$665,838.40.

[Signature]      MEH      ASHA

\*Michael and Alisha Hatch have agreed with Kari Johnson that an interest rate of 3.0% will be charged for the home loan.

[Signature]      MEH      ASHA

\*A payment schedule/loan amortization has been established and is attached.

[Signature]      MEH      ASHA  
[Signature]  
Signed (Kari Johnson- lender)

9/9/15  
Date

Alisha Hatch  
Signed (Alisha Hatch- borrower)

9/9/15  
Date

Michael Hatch  
Signed (Michael Hatch- borrower)

9-9-15  
Date

# Exhibit “3”

FILED  
Electronically  
CV21-00246  
2021-03-16 12:12:35 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

# Exhibit “3”

# 9845 FIREFOOT LANE

PAYMENT	PRINCIPAL	INTEREST	BALANCE	PAID/DATE/TYPE
\$2,807.20	\$1,177.36	\$1,629.84	\$650,769.70	\$2,807.20 Check #1326 9/14/16
\$2,807.20	\$1,169.30	\$1,626.90	\$649,579.40	\$2,807.20 Check #1336 10/10/16
\$2,807.20	\$1,183.25	\$1,623.95	\$648,396.15	\$2,807.20 Check #1341 11/15/2016
\$2,807.20	\$1,186.21	\$1,620.99	\$647,209.94	\$2,807.20 Check #1351 12/12/2016
\$2,807.20	\$1,189.18	\$1,618.02	\$646,020.76	\$2,807.20 Check #1361 1/23/2017
\$2,807.20	\$1,192.15	\$1,615.05	\$644,828.61	\$2,807.20 Check #1365 2/21/2017
\$2,807.20	\$1,195.13	\$1,612.07	\$643,633.48	\$2,807.20 Check #1370 3/2/2017
\$2,807.20	\$1,198.12	\$1,609.08	\$642,435.36	\$2,807.20 Check #1380 4/3/2017
\$2,807.20	\$1,201.11	\$1,606.09	\$641,234.25	\$2,807.20 Check #1399 5/5/2017
\$2,807.20	\$1,204.11	\$1,603.09	\$640,030.14	\$2,807.20 Check # 1412 6/2/2017
\$2,807.20	\$1,207.12	\$1,600.08	\$638,823.02	\$2,807.20 Check #1422 7/5/2017
\$2,807.20	\$1,210.14	\$1,597.06	\$637,612.88	\$2,807.20 Check #1422 7/28/2017
\$2,807.20	\$1,213.17	\$1,594.03	\$636,399.71	\$2,807.20 CASH (Reimbursement)
\$2,807.20	\$1,216.20	\$1,591.00	\$635,183.51	\$2,807.20 Check #1452 10/3/2017
\$2,807.20	\$1,219.24	\$1,587.96	\$633,964.27	\$2,807.20 Check #1457 11/3/2017
\$2,807.20	\$1,222.29	\$1,584.91	\$632,741.98	\$2,807.20 Check #1465 12/3/2017
\$2,807.20	\$1,225.35	\$1,581.85	\$631,516.63	\$2,807.20 Check #1469 1/10/2018
\$2,807.20	\$1,228.41	\$1,578.79	\$630,288.22	\$2,807.20 Check #1479 2/1/2018
\$2,807.20	\$1,231.48	\$1,575.72	\$629,056.74	\$2,807.20 Check #1488 2/27/2018
\$2,807.20	\$1,234.56	\$1,572.64	\$627,822.18	\$2,807.20 Check #1501 4/1/2018
\$2,807.20	\$1,237.64	\$1,569.56	\$626,584.54	\$2,807.20 Check # 1506 4/30/2018
\$2,807.20	\$1,240.74	\$1,566.46	\$625,343.80	\$2,807.20 Check # 1513 5/31/2018
\$2,807.20	\$1,243.84	\$1,563.36	\$624,099.96	\$2,807.20 Check #1516 7/1/2018
\$2,807.20	\$1,246.95	\$1,560.25	\$622,853.01	\$2,807.20 Check #1523 cashed for Kari 8/1/2018
\$2,807.20	\$1,250.07	\$1,557.13	\$621,602.94	\$2,807.20 Check #1529 cashed for Kari 8/31/2018
\$2,807.20	\$1,253.19	\$1,554.01	\$620,349.75	\$2,807.20 cash 10/1/2018
\$2,807.20	\$1,256.33	\$1,550.87	\$619,093.42	\$2,807.20 cash 11/1/2018
\$2,807.20	\$1,259.47	\$1,547.73	\$617,833.95	\$2,807.20 cash 12/1/2018
\$2,807.20	\$1,262.62	\$1,544.58	\$616,571.33	\$2,807.20 cash 12/27/2018
\$2,807.20	\$1,265.77	\$1,541.43	\$615,305.56	\$2,807.20 CASH 1/30/2019
\$2,807.20	\$1,268.94	\$1,538.26	\$614,036.62	\$2,807.20 CASH 3/1/2019
\$2,807.20	\$1,272.11	\$1,535.09	\$612,764.51	\$2,807.20 Check #1547 4/3/2019

\$2,807.20	\$1,275.29	\$1,531.91	\$611,489.22	\$2,807.20 Check #1552 4/30/2019
\$2,807.20	\$1,278.48	\$1,528.72	\$610,210.74	PD- Pay Increase
\$2,807.20	\$1,281.67	\$1,525.53	\$608,929.07	PD- Pay Increase 6/27/2019 (\$2,807.20)
\$2,807.20	\$1,284.88	\$1,522.32	\$607,644.19	PD- Pay Increase 8/15/2019 (\$2,807.20)
\$2,807.20	\$1,288.09	\$1,519.11	\$606,356.10	Pd- \$2,807.20 Cash 9/3/2019
\$2,807.20	\$1,291.31	\$1,515.89	\$605,064.79	Pd- \$2,807.20 Cash 10/1/2019
\$2,807.20	\$1,294.54	\$1,512.66	\$603,770.25	Pd- \$2,807.20 Cash 11/1/2019
\$2,807.20	\$1,297.77	\$1,509.43	\$602,472.48	Pd- \$2,807.20 Cash 12/1/2019
\$2,807.20	\$1,301.02	\$1,506.18	\$601,171.46	Pd- Salary January 1, 2020 (\$2,807.20)
\$2,807.20	\$1,304.27	\$1,502.93	\$599,867.19	Pd- Salary February 1, 2020 (\$2,807.20)
\$2,807.20	\$1,307.53	\$1,499.67	\$598,559.66	Pd- Salary March 1, 2020 (\$2,807.20)
\$2,807.20	\$1,310.80	\$1,496.40	\$597,248.86	Pd- Salary April 1, 2020 (\$2,807.20)
\$2,807.20	\$1,314.08	\$1,493.12	\$595,934.78	Pd- Salary May 1, 2020 (\$2,807.20)
\$2,807.20	\$1,317.36	\$1,489.84	\$594,617.42	Pd- Salary June 1, 2020 (\$2,807.20)
\$2,807.20	\$1,320.65	\$1,486.54	\$593,296.76	Pd- Salary July 1, 2020 (\$2,807.20)
\$2,807.20	\$1,323.96	\$1,483.24	\$591,972.80	PD- Salary August 1, 2020 (\$2,807.20)
\$2,807.20	\$1,327.27	\$1,479.93	\$590,645.53	PD- Salary September 1, 2020 (\$2,807.20)
\$2,807.20	\$1,330.59	\$1,476.61	\$589,314.94	PD- Salary October 1, 2020 (\$2,807.20)
\$2,807.20	\$1,333.91	\$1,473.29	\$587,981.03	Pd- Salary November 1, 2020 (\$2,807.20)
\$2,807.20	\$1,337.25	\$1,469.95	\$586,643.78	PD- Salary December 1, 2020 (\$2,807.20)
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\$2,807.20	\$2,793.21	\$13.99	\$2,801.01
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# Exhibit “4”

FILED  
Electronically  
CV21-00246  
2021-03-16 12:12:35 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

# Exhibit “4”

WHEN RECORDED MAIL TO:  
Michael Hatch and Alisha Hatch  
9845 Firefoot Lane  
Reno, NV 89521

DOC #4500519  
08/06/2015 03:43:59 PM  
Electronic Recording Requested By  
TICOR TITLE - RENO (MAIN)  
Washoe County Recorder  
Lawrence R. Burtress  
Fee: \$23.00 RPTT: \$2621.95  
Page 1 of 7

MAIL TAX STATEMENTS TO:  
Same As Above

Escrow No. 1404892-LMZ

The undersigned hereby affirms that this document  
submitted for recording does not contain the social  
security number of any person or persons.  
(Pursuant to NRS 239b.030)

APN No.: 141-254-09  
R.P.T.T. \$2,621.95

SPACE ABOVE FOR RECORDER'S USE ONLY

## GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Toll South Reno, LLC, a Nevada Limited Liability  
Company

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby  
Grant, Bargain, Sell and Convey to Michael Hatch and Alisha Hatch, husband and wife as joint  
tenants with right of survivorship

all that real property situated in the County of Washoe, State of Nevada, described as follows:

SEE EXHIBIT "A&B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging  
or in anywise appertaining.

Signature and notary acknowledgement on page two.

THIS DOCUMENT IS BEING RECORDED  
AS AN ACCOMODATION ONLY. NO  
LIABILITY IS ASSUMED HEREBY.

Toll South Reno, LLC, a Nevada limited liability company

By: Gary M. Mayo, President *DAVID STRAUSS, VICE PRESIDENT*

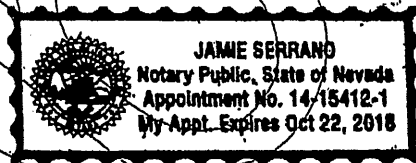
STATE OF NEVADA  
COUNTY OF WASHOE

} ss:

This instrument was acknowledged before me on ,  
by Gary M. Mayo *DAVID STRAUSS*

*August 3rd 2015*

*[Signature]*  
NOTARY PUBLIC



This Notary Acknowledgement is attached to that certain Grant, Bargain, Sale Deed dated date of document under escrow No. 01404892.

## Exhibit "A"

The land referred to in this Policy is described as follows:

Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

More Commonly Known as: 9845 Firefoot Lane, Reno, Nevada  
Assessor's Parcel No.: 141-254-09

COPY

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AMERICAN  
LAND TITLE  
ASSOCIATION



ALTA Plain Language Commitment Form (6/17/06)  
Schedule C

109-14000223-TBI/15

Exhibit "B"

**ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE  
BUYER'S USE OF PROPERTY**

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer"), Lot No. 0055 (the "Property") in the community of Estates at Saddle Ridge.

1. **OWNER OCCUPANY:** Seller desires to sell only to buyers who will occupy the home as their primary residence or a secondary residence, i.e., vacation or seasonal home (their "Residence"), to create an established community of owner-occupied homes. Seller and Buyer agree that homebuyers prefer owner-occupied communities and, as such, owner-occupied communities proved a better environment to sell homes and in which to reside. Therefore, Seller chooses to only sell homes to buyers who intend to occupy the home as their Residence for a minimum of one (1) year after the closing. To induce Seller to agree to sell the Property to Buyer, Buyer represents warrants and agrees as follows:

1.1 **Use of Principal Residence for One (1) Year.** Buyer represents and warrants to Seller that (a) Buyer is purchasing the Property for use as Buyer's Residence; (b) Buyer will occupy the Property within thirty (30) calendar days after the Closing; and (c) Buyer will not attempt to transfer Buyer's rights under the Agreement or enter into any agreement for the lease, sale or other transfer of the Property that would result in Buyer's failure to occupy the Property as Buyer's Residence and hold title thereto in fee simple for a period of one (1) year after the Settlement of Buyer's purchase of the Property (the "Occupancy Period"). The provisions of this Section and the accuracy of the above representations warranties constitute a personal covenant of Buyer and a condition precedent to Seller's performance under the Agreement.

MSH AHA KE  
Initials

1.2 **Transfer before Closing.** Except for Hardship Situations, as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, any attempt by Buyer to assign Buyer's rights under this Agreement or to lease, sell or otherwise transfer the Property before the Closing will constitute both (a) a breach of the Agreement, entitling Seller, at its sole election, to immediately terminate this Agreement and retain Buyer's deposit as liquidated damages and (b) the failure of a condition precedent to Seller's obligation to sell the Property to Buyer. However, if Buyer's breach does not become known to Seller or Seller fails to terminate this Agreement until after Closing, then Seller will be limited solely to the remedy of Liquidated Damages described in Sections 1.3 and 1.4.

MSH AHA KE  
Initials



**1.3 Transfer after closing.** Except for Hardship Situations as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, Buyer's transfer of title to the Property prior to or during the Occupancy Period constitutes a breach of this Agreement. Buyer and Seller agree that such a breach will entitle the Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the difference between the sales price on resale and the purchase price hereunder. **Seller and Buyer that the amount of liquidated damages is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

  Initials

**1.4 Lease of Property After Closing.** Except for Hardship Situations as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, Buyer's failure to make the Property Buyer's Residence during the Occupancy Period or Buyer's lease of the property during the Occupancy Period constitutes a breach of this Agreement, entitling Seller to liquidate damages. Buyer and Seller agree that such a breach will entitle Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the total payments received from the tenant for the first 12 months of the rental period. **Seller and Buyer agree that the liquidated damages amount is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

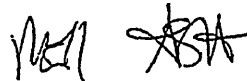

  Initials

**1.5 Hardship Situations.** The following events will be deemed to constitute "Hardship Situations" under which Buyer will be relieved of the obligations of this Section concerning limitations on the sale or lease of the Property.

- 1.5.1.1 The death of the Buyer (or any person who is co-buyer if more than one);
- 1.5.1.2 The dissolution of Buyer's marriage or legal separation of married Buyers;
- 1.5.1.3 A Mandatory job transfer required by Buyer's employer (not including Buyer if buyer is self employed);
- 1.5.1.4 A medical or financial emergency, proof of which Seller has approved within its sole discretion, and
- 1.5.1.5 A situation which, in the sole judgment of Seller, constitutes a hardship consistent with the purpose of this Section.

**1.6 Unrestricted Transfers.** The following transfers are not in violation of the stated purpose of this Section and are not subject to the provisions of Sections 1.3 and 1.4.

- 1.6.1.1 A transfer between spouses or between parent and child (but subsequent transfers within the Occupancy Period would be subject to this Endorsement);

- 1.6.1.2 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such a decree;
- 1.6.1.3 A transfer into a revocable *inter vivos* trust in which Buyer is the beneficiary; and
- 1.6.1.4 A transfer, conveyance, pledge, or assignment of the Property (such as a Mortgage) to secure the performance of an obligation, which will be released or reconveyed upon the completion of the performance; and
- 1.6.1.5 A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the beneficiary of a first mortgage or a transfer in lieu thereof.

**1.7 FHA/VA Loans.** Notwithstanding anything to the contrary contained herein, in the event the mortgage or deed of trust on the Property is insured by FHA or guaranteed by VA any occupancy requirements of FHA and/or VA, as applicable, shall apply and the provisions of this endorsement shall be of no further force and effect as to the Property.

**1.8 No Unreasonable Restraint.** The purpose of this Section is to comply with Seller's intention to sell homes only to persons who intend to occupy them as their Residences; to obtain a stabilized community of owner-occupied homes; and to provide the type of community in which prospective buyers are most interested in living. Buyer agrees that the provisions and restrictions set forth in this Section do not constitute an unreasonable restraint upon alienation of the Property, and that the liquidated damages provisions in Sections 1.3 and 1.4 are not a penalty or a forfeiture.

**1.9 Survival.** The rights and duties pursuant to this Section shall survive Closing and remain in full force and effect in accordance with its terms.

**THIS ENDORSEMENT TO AGREEMENT OF SALE** is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

**BUYER:**

DATE 12/3/14

**BUYER:**

DATE \_\_\_\_\_

**SELLER:**

DATE \_\_\_\_\_



## WASHOE COUNTY RECORDER

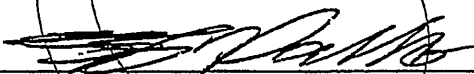
OFFICE OF THE COUNTY RECORDER  
LAWRENCE R. BURTNES, RECORDER

1061 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

# Exhibit "5"

FILED  
Electronically  
CV21-00246  
2021-03-16 12:12:35 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

# Exhibit "5"

6154533

## ENDORSEMENT TO AGREEMENT OF SALE

ENDORSEMENT TO AGREEMENT OF SALE between Tall South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") of House No. 9845 Firefoot Lane, Reno, NV. 89521 Lot No. 0055 in the community of Estates at Saddle Ridge (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

## Assignment - Deletion of Buyer at Closing

Buyers desire to remove Kari Johnson from the Agreement at closing. Seller agrees that at closing, Kari Johnson shall be removed from the Agreement and not referenced in any conveyance documents; provided both Kari Johnson and Michael Hatch and Alisha Hatch shall remain liable for the full performance of the Agreement, including closing.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER:

Kari Johnson

DATE:

7/29/15

BUYER:

Michael Hatch

DATE:

7/29/15

SELLER:

Alisha Hatch

DATE:

7/29/15

Page 1 of 1

# Exhibit “6”

FILED  
Electronically  
CV21-00246  
2021-03-16 12:12:35 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8345017 : sacordag

# Exhibit “6”

DOC #4982284

12/13/2019 12:54:15 PM

Electronic Recording Requested By

TICOR TITLE - FERNLEY

Washoe County Recorder

Kalie M. Work

Fee: \$41.00 RPTT: \$0

Page 1 of 18

Assessor's Parcel No.: 141-254-09

Recording Requested by:

GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION

When Recorded Mail To:

GUILD MORTGAGE COMPANY - ATTN: DMD

5898 COPLEY DRIVE

SAN DIEGO, CA 92111

Mail Tax Statement To:

MICHAEL HATCH

9845 FIREFOOT

RENO, NV 89521

[Space Above This Line For Recording Data]

Loan No.: 156-2017268

MIN: 100019915620172680

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 9, 2019, together with all Riders to this document.

(B) "Borrower" is MICHAEL HATCH AND Alisha Hatch, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. Borrower is the trustor under this Security Instrument.



(C) "Lender" is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION. Lender is a corporation organized and existing under the laws of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111.

(D) "Trustee" is GUILD ADMINISTRATION CORP, A CALIFORNIA CORPORATION.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 9, 2019. The Note states that Borrower owes Lender Two Hundred Fifty Nine Thousand and 00/100ths Dollars (U.S. \$259,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2050.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider                     |   |
| <input type="checkbox"/> Other(s) [specify]    |  |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.





(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of WASHOE  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF WASHOE, STATE OF NEVADA, DESCRIBED AS FOLLOWS. LOT 55 OF DAMONTE RANCH VILLAGE 11D, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON APRIL 3, 2014, AS FILE NO. 4341161, OFFICIAL RECORDS, TRACT MAP NO. 5071. APN: 141-254-09  
which currently has the address of 9845 FIREFOOT LN

RENO  
[City]

Nevada 89521  
[Zip Code]

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.



3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground



rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction.



provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's



interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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



takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the



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

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

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first-class mail or when actually delivered to Borrower's notice address if sent by other





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

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

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

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

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

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

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

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



check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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



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

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

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

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

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

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


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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$100 where no credit checks are required, the greater of \$400 or 1% of unpaid principal balance of the mortgage - up to a maximum of \$900 - if the change of ownership requires credit approval of the new mortgagor; or any maximum prescribed by Applicable Law or Regulations.



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

  
\_\_\_\_\_  
MICHAEL HATCH (Seal)  
-Borrower  
[Printed Name]

  
\_\_\_\_\_  
Alisha Hatch (Seal)  
-Borrower  
[Printed Name]

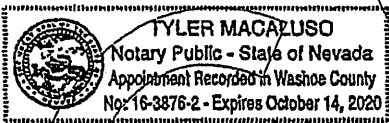
\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

ACKNOWLEDGMENT

State of Nevada  
County of Washoe

The foregoing instrument was acknowledged before me on Dec 9, 2019 by MICHAEL HATCH.



\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
\_\_\_\_\_  
Printed Name Tyler Macaluso  
\_\_\_\_\_  
Title or Rank N/A

Serial Number, if any: 16-3876-2

My Commission Expires: Oct 14, 2020



ACKNOWLEDGMENT

State of *Nevada*  
County of *Washoe*

§  
§  
§

The foregoing instrument was acknowledged before me on *Dec 9, 2019* by *Alisha Hatch*.



*[Signature]*  
Signature of Person Taking Acknowledgment  
*Tyler Macaluso*  
Printed Name  
*Notary*  
Title or Rank  
Serial Number, if any: *16-3876-2*  
My Commission Expires: *Oct 14, 2020*

(Seal)

Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: AMANDA ROCHELLE REA, NMLSR ID: 398184

*COPIES*



Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274  
Individual Loan Originator's Name: AMANDA ROCHELLE REA, NMLSR ID: 398184  
Loan No.: 156-2017268  
MID: 100019915620172680

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of December, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9845 FIREFOOT LN, RENO, NV 89521  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

**SOUTH MEADOWS**

[Name of Planned Unit Development]

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

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

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



the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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



the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

  
MICHAEL HATCH

(Seal)  
-Borrower

  
Alisha Hatch

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]





**EXHIBIT 2**

**EXHIBIT 2**

3370

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE**

KARI ANNE JOHNSON, an individual,

**CASE NO.: CV21-00246**

Plaintiff,

**DEPT. NO.: 7**

vs.

MICHAEL EDWARD HATCH, an individual;  
ALISHA SUZANNE HATCH, an individual;  
and DOES I THROUGH X, inclusive;

Defendants.

**ORDER ADDRESSING MOTIONS**

Presently before the Court is Plaintiff's KARI ANNE JOHNSON ("Plaintiff") Motion for Leave to File Second Amended Complaint, filed March 25, 2021, and Defendants' MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH ("Defendants") Motion to Dismiss Verified First Amended Complaint, filed March 30, 2021. This Court heard oral arguments on July 8, 2021. Having considered the pleadings and papers on file herein and the oral arguments, the Court orders as follows:

**IT IS HEREBY ORDERED** that the Verified First Amended Complaint is dismissed for failure to include the jurisdictional statement required by Rule 8(a)(1).

**IT IS FURTHER ORDERED** that the Plaintiff's Motion for Leave to File a Second Amended Complaint is **GRANTED**. Plaintiff's request to file the attached Verified Second Amended Complaint to her Motion is denied because of the failure to include the jurisdictional statement required by Rule 8(a)(1). Plaintiff may file a second amended complaint no later than 14

1 days after entry of this Order.

2 **IT IS FURTHER ORDERED** that the Defendants' Motion to Dismiss the Verified First  
3 Amended Complaint is **DENIED** without prejudice. Defendants may refile the Motion to Dismiss  
4 after the Second Amended Complaint has been filed.

5 DATED this 1 day of August, 2021.

7   
8 \_\_\_\_\_  
9 DISTRICT JUDGE

**EXHIBIT 3**

**EXHIBIT 3**

1 **2540**  
2 Mark G. Simons, Esq. (SBN 5132)  
3 Anthony L Hall, Esq. (SBN 5977)  
4 SIMONS HALL JOHNSTON PC  
5 6490 S. McCarran Blvd., Ste. F-46  
6 Reno, Nevada 89509  
7 Telephone: (775) 785-0088  
8 Facsimile: (775) 785-0087  
9 Email: MSimons@SHJNevada.com  
10 and AHall@SHJNevada.com

11 *Attorneys for Defendants*

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**IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**  
**IN AND FOR THE COUNTY OF WASHOE**

KARI ANNE JOHNSON, an individual;  
Plaintiffs,

v.

MICHAEL EDWARD HATCH, an  
individual; ALISHA SUZANNE HATCH,  
an individual; and DOES I to X, inclusive

Defendants.

**CASE NO.: CV21-00246**

**DEPT. NO.: 7**

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that an Order Addressing Motions was entered by the  
Court on August 2, 2021, a copy of which is attached hereto as **Exhibit 1**.

**Affirmation:** This document does not contain the social security number of any person.

DATED this 2<sup>nd</sup> day of August, 2021.

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509

By: /s/ Mark G. Simons  
MARK G. SIMONS  
ANTHONY L. HALL  
*Attorneys for Defendants*

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **NOTICE OF ENTRY OF ORDER** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp  
Clayton P. Brust  
Hannah Winston  
*Attorneys for Defendants*

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 2 day of August, 2021.

  
Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	2

# EXHIBIT 1

# EXHIBIT 1



3370

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,

CASE NO.: CV21-00246

Plaintiff,

DEPT. NO.: 7

vs.

MICHAEL EDWARD HATCH, an individual;  
ALISHA SUZANNE HATCH, an individual;  
and DOES I THROUGH X, inclusive;

Defendants.

**ORDER ADDRESSING MOTIONS**

Presently before the Court is Plaintiff's KARI ANNE JOHNSON ("Plaintiff") Motion for Leave to File Second Amended Complaint, filed March 25, 2021, and Defendants' MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH ("Defendants") Motion to Dismiss Verified First Amended Complaint, filed March 30, 2021. This Court heard oral arguments on July 8, 2021. Having considered the pleadings and papers on file herein and the oral arguments, the Court orders as follows:

**IT IS HEREBY ORDERED** that the Verified First Amended Complaint is dismissed for failure to include the jurisdictional statement required by Rule 8(a)(1).

**IT IS FURTHER ORDERED** that the Plaintiff's Motion for Leave to File a Second Amended Complaint is **GRANTED**. Plaintiff's request to file the attached Verified Second Amended Complaint to her Motion is denied because of the failure to include the jurisdictional statement required by Rule 8(a)(1). Plaintiff may file a second amended complaint no later than 14

1 days after entry of this Order.

2 **IT IS FURTHER ORDERED** that the Defendants' Motion to Dismiss the Verified First  
3 Amended Complaint is **DENIED** without prejudice. Defendants may refile the Motion to Dismiss  
4 after the Second Amended Complaint has been filed.

5  
6 DATED this 1 day of August, 2021.

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9 \_\_\_\_\_  
10 DISTRICT JUDGE

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**EXHIBIT 4**

**EXHIBIT 4**

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

\*\*\*

KARI ANNE JOHNSON,

Plaintiff,

Case No.: CV21-00246

vs.

Dept. No.: 7

MICHAEL EDWARD HATCH, an  
individual; ALISHA SUZANNE  
HATCH, an individual; and DOES  
1-X, inclusive,

Defendants.

**ORDER REGARDING ATTORNEYS' FEES AND COSTS**

Presently before the Court is Defendant's *Motion for an Award of Attorneys' Fees and Costs* ("the Motion"). Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH ("Defendants") filed the Motion on August 19, 2021. Plaintiff KARI ANNE JOHNSON ("Plaintiff") filed *Opposition to Motion for an Award of Attorneys' Fees and Costs* ("the Opposition") on August 27, 2021. Defendants filed *Reply in Support of Motion for Attorneys' Fees and Costs* on September 2, 2021, and contemporaneously submitted the Motion for the Court's consideration. Also before the Court is Plaintiffs *Motion to Retax Costs* ("Motion to Retax") filed on August 20, 2021. Defendants filed *Opposition to Motion to Retax* on September 2, 2021. Plaintiffs filed *Reply to Opposition to Motion to Retax Costs* on

1 September 8, 2021, and contemporaneously submitted the Motion to Retax for the  
2 Courts review.

3 Having reviewed all the pleadings and related documents, the Court finds  
4 and orders as follows:

5 This case involves a lis pendens attached to the Defendants' real property  
6 and multiple claims regarding breach of contract.

7 Attorneys' fees are available to a prevailing party pursuant to NRS 18.010:

8 In addition to the cases where an allowance is authorized by  
9 specific statute, the court may make an allowance of attorney's fees to a  
10 prevailing party:

11 Without regard to the recovery sought, when the court finds that  
12 the claim, counterclaim, cross-claim or third-party complaint or defense  
13 of the opposing party was brought or maintained without reasonable  
14 ground or to harass the prevailing party. The court shall liberally  
15 construe the provisions of this paragraph in favor of awarding attorney's  
16 fees in all appropriate situations. It is the intent of the Legislature that  
17 the court award attorney's fees pursuant to this paragraph and impose  
18 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in  
19 all appropriate situations to punish for and deter frivolous or vexatious  
20 claims and defenses because such claims and defenses overburden  
21 limited judicial resources, hinder the timely resolution of meritorious  
22 claims and increase the costs of engaging in business and providing  
23 professional services to the public

24 NRS 18.010(2)(b)

25 [L]is pendens are not appropriate instruments for use in promoting  
26 recoveries in actions for personal or money judgments. *Levinson v. Eighth Judicial*  
27 *Dist. Court*, 109 Nev. 747, 750, 857 P.2d 18, 20 (1993).

28 The Court finds Plaintiff's claims were brought without reasonable grounds.  
Plaintiff attempted to use a lis pendens as a tool to recover overdue money in an  
installment contract. This was not appropriate.

1 Defendants argue they are entitled to attorneys' fees of \$68,507.20 and costs  
2 of \$978.80 because they are the prevailing party in the lawsuit. Plaintiff contends  
3 there is no prevailing party because she voluntarily dismissed the lawsuit and  
4 therefore no attorneys' fees are available.

5 The Court finds the Defendants are the prevailing party in that her defenses  
6 both succeeded in expunging the lien on the property and revealed the defects in the  
7 Plaintiff's claims either because of the passage of the statutes of limitation, or  
8 because of a lack of subject matter jurisdiction which resulted in a voluntary  
9 withdrawal of the action in the District Court. While a claim for accrued  
10 installments remains, the entire nature and circumstances of the action have  
11 materially changed in light of the successful defense at the District Court level.  
12 Defendant is entitled to fees for expunging the lien; all hours will be compensated,  
13 but at a reduced rate of \$450 per hour consistent with practice within the firm and  
14 in the community. The Court will award an additional 10 hours of time for the work  
15 to related to the motions to dismiss, again at \$450 per hour, but not the entire  
16 amount. The unnecessary animus expressed by the Defendants in their pleadings  
17 weighs against a full award. The Court suspects that had the animus been left out,  
18 the parties likely could have avoided the volume and tenor of the pleadings actually  
19 filed.

20 The Court finds the following as work relating to expunging the lis pendens:

- 21 • 02/16 – 2.5 hours – Review and analyze documents
- 22 • 02/17 – 2.5 hours – Research defenses to claims and attacks on lis pendens
- 23 • 02/23 – 2.2 hours – Outline motion to expunge
- 24 • 03/02 – 2.5 hours – Research regarding lis pendens basis and lack of real  
property interest
- 25 • 03/02 – 1.6 hours – commence drafting motion to expunge lis pendens
- 26 • 03/03 – 2.7 hours – Draft, revise, and edit motion to expunge
- 27 • 03/14 – 0.9 hours – Research and prepare supplement to motion to expunge
- 28 • 03/18 – 2.0 hours – Research and draft reply on motion to expunge lis  
pendens
- 03/19 – 2.4 hours – edit and finalize reply on motion to expunge lis pendens  
and request for submission
- 03/22 – 2.5 hours – Prepare for and attend hearing

- 03/30 – 0.6 hours – prepare order expunging lis pendens
- 04/27 – 0.4 hours – Review order; prepare notice of entry; communicate with opposing counsel regarding expunging the lis pendens
- 04/28 – 0.4 hours – Review and communicate with opposing counsel regarding release of lis pendens
- 04/29 – 0.5 hours – Various communications with opposing counsel and client regarding release of lis pendens

The total hours spent working on expunging the lis pendens was 23.7 hours.

With the additional 10 hours granted for work on the motion to dismiss, the total hours of attorneys' fees are 33.7 hours. At \$450/hour, the total award of attorneys' fees Plaintiff owes Defendants is \$15,165.

Additionally, Defendants are entitled to costs pursuant to NRS 18.020(1). Defendants request \$978.80. Defendants aver they are awaiting reimbursement from the court for an erroneous filing fee. The erroneous filing fee is \$450. Defendants request Plaintiff to pay the full costs and should Defendants be reimbursed by the court, they will return the money to Plaintiff. Plaintiff requests the filing fee not be included in a grant of costs. The Court will award Defendants costs, minus the erroneous filing fee. Thus, Plaintiff will pay Defendants costs in the amount of \$528.80.


**IT IS HEREBY ORDERED** Plaintiff will pay Defendants attorneys' fees totaling \$15,165 and costs totaling \$528.80.

Defendants' *Motion for an Award of Attorneys' Fees and Costs* is **GRANTED** in part and **DENIED** in part.

Plaintiff's *Motion to Retax Costs* is **GRANTED** in part and **DENIED** in part.

**IT IS SO ORDERED**

**DATED** this   1   day of October, 2021.

  
\_\_\_\_\_  
EGAN K. WALKER  
District Judge

**CERTIFICATE OF ELECTRONIC SERVICE**

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on the 1 day of April 2021, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

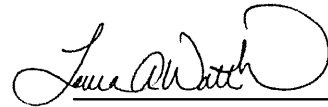
STEFANIE SHARP, ESQ.

CLAYTON BRUST, ESQ.

MARK SIMONS, ESQ.

ANTHONY HALL, ESQ.

HANNAH WINSTON, ESQ.



Laura Watts-Vial  
Judicial Assistant



**EXHIBIT 5**

**EXHIBIT 5**

1 **2540**  
2 Mark G. Simons, Esq. (SBN 5132)  
3 Anthony L Hall, Esq. (SBN 5977)  
4 SIMONS HALL JOHNSTON PC  
5 6490 S. McCarran Blvd., Ste. F-46  
6 Reno, Nevada 89509  
7 Telephone: (775) 785-0088  
8 Facsimile: (775) 785-0087  
9 Email: [MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)  
10 [AHall@SHJNevada.com](mailto:AHall@SHJNevada.com)

11 *Attorneys for Defendants*

12  
13  
14  
15 **IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**  
16 **IN AND FOR THE COUNTY OF WASHOE**

17 KARI ANNE JOHNSON, an Individual;  
18  
19 Plaintiffs,

CASE NO.: CV21-00246

DEPT. NO.: 7

20 v.

**NOTICE OF ENTRY OF ORDER**

21 MICHAEL EDWARD HATCH, an  
22 individual; ALISHA SUZANNE HATCH, an  
23 individual; and DOES I to X, inclusive

24 Defendants.

25  
26 PLEASE TAKE NOTICE that an Order Regarding Attorneys' Fees and Costs was  
27 entered by the Honorable Egan K. Walker on October 1, 2021, a copy of which is  
28 attached hereto as **Exhibit 1**.

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SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1       **AFFIRMATION:** This document does not contain the social security number of any  
2 person.

3  
4       DATED this 21 day of October, 2021.

5                   SIMONS HALL JOHNSTON PC  
6                   6490 S. McCarran Blvd., Ste. F-46  
7                   Reno, NV 89509

8       By: 

9                   MARK G. SIMONS  
10                  ANTHONY L. HALL  
11                  Attorneys for Defendants

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **NOTICE OF ENTRY OF ORDER** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:


Kent R. Robison  
Stefanie T. Sharp  
Clayton P. Brust  
Hannah Winston  
*Attorneys for Plaintiffs*

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 21 day of October, 2021.

  
Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
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# EXHIBIT 1

# EXHIBIT 1

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

\*\*\*

KARI ANNE JOHNSON,

Plaintiff,

Case No.: CV21-00246

vs.

Dept. No.: 7

MICHAEL EDWARD HATCH, an  
individual; ALISHA SUZANNE  
HATCH, an individual; and DOES  
1-X, inclusive,

Defendants.

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Presently before the Court is Defendant's *Motion for an Award of Attorneys' Fees and Costs* ("the Motion"). Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH ("Defendants") filed the Motion on August 19, 2021. Plaintiff KARI ANNE JOHNSON ("Plaintiff") filed *Opposition to Motion for an Award of Attorneys' Fees and Costs* ("the Opposition") on August 27, 2021. Defendants filed *Reply in Support of Motion for Attorneys' Fees and Costs* on September 2, 2021, and contemporaneously submitted the Motion for the Court's consideration. Also before the Court is Plaintiffs *Motion to Retax Costs* ("Motion to Retax") filed on August 20, 2021. Defendants filed *Opposition to Motion to Retax* on September 2, 2021. Plaintiffs filed *Reply to Opposition to Motion to Retax Costs* on

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2 Courts review.

3 Having reviewed all the pleadings and related documents, the Court finds  
4 and orders as follows:

5 This case involves a lis pendens attached to the Defendants' real property  
6 and multiple claims regarding breach of contract.

7 Attorneys' fees are available to a prevailing party pursuant to NRS 18.010:

8 In addition to the cases where an allowance is authorized by  
9 specific statute, the court may make an allowance of attorney's fees to a  
10 prevailing party:

11 Without regard to the recovery sought, when the court finds that  
12 the claim, counterclaim, cross-claim or third-party complaint or defense  
13 of the opposing party was brought or maintained without reasonable  
14 ground or to harass the prevailing party. The court shall liberally  
15 construe the provisions of this paragraph in favor of awarding attorney's  
16 fees in all appropriate situations. It is the intent of the Legislature that  
17 the court award attorney's fees pursuant to this paragraph and impose  
18 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in  
19 all appropriate situations to punish for and deter frivolous or vexatious  
20 claims and defenses because such claims and defenses overburden  
21 limited judicial resources, hinder the timely resolution of meritorious  
22 claims and increase the costs of engaging in business and providing  
23 professional services to the public

24 NRS 18.010(2)(b)

25 [L]is pendens are not appropriate instruments for use in promoting  
26 recoveries in actions for personal or money judgments. *Levinson v. Eighth Judicial*  
27 *Dist. Court*, 109 Nev. 747, 750, 857 P.2d 18, 20 (1993).

28 The Court finds Plaintiff's claims were brought without reasonable grounds.  
Plaintiff attempted to use a lis pendens as a tool to recover overdue money in an  
installment contract. This was not appropriate.



1 Defendants argue they are entitled to attorneys' fees of \$68,507.20 and costs  
2 of \$978.80 because they are the prevailing party in the lawsuit. Plaintiff contends  
3 there is no prevailing party because she voluntarily dismissed the lawsuit and  
4 therefore no attorneys' fees are available.

5 The Court finds the Defendants are the prevailing party in that her defenses  
6 both succeeded in expunging the lien on the property and revealed the defects in the  
7 Plaintiff's claims either because of the passage of the statutes of limitation, or  
8 because of a lack of subject matter jurisdiction which resulted in a voluntary  
9 withdrawal of the action in the District Court. While a claim for accrued  
10 installments remains, the entire nature and circumstances of the action have  
11 materially changed in light of the successful defense at the District Court level.  
12 Defendant is entitled to fees for expunging the lien; all hours will be compensated,  
13 but at a reduced rate of \$450 per hour consistent with practice within the firm and  
14 in the community. The Court will award an additional 10 hours of time for the work  
15 to related to the motions to dismiss, again at \$450 per hour, but not the entire  
16 amount. The unnecessary animus expressed by the Defendants in their pleadings  
17 weighs against a full award. The Court suspects that had the animus been left out,  
18 the parties likely could have avoided the volume and tenor of the pleadings actually  
19 filed.

20 The Court finds the following as work relating to expunging the lis pendens:

- 21 • 02/16 – 2.5 hours – Review and analyze documents
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- 23 • 02/23 – 2.2 hours – Outline motion to expunge
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property interest
- 25 • 03/02 – 1.6 hours – commence drafting motion to expunge lis pendens
- 26 • 03/03 – 2.7 hours – Draft, revise, and edit motion to expunge
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- 28 • 03/18 – 2.0 hours – Research and draft reply on motion to expunge lis  
pendens
- 03/19 – 2.4 hours – edit and finalize reply on motion to expunge lis pendens  
and request for submission
- 03/22 – 2.5 hours – Prepare for and attend hearing

- 03/30 – 0.6 hours – prepare order expunging lis pendens
- 04/27 – 0.4 hours – Review order; prepare notice of entry; communicate with opposing counsel regarding expunging the lis pendens
- 04/28 – 0.4 hours – Review and communicate with opposing counsel regarding release of lis pendens
- 04/29 – 0.5 hours – Various communications with opposing counsel and client regarding release of lis pendens

The total hours spent working on expunging the lis pendens was 23.7 hours.

With the additional 10 hours granted for work on the motion to dismiss, the total hours of attorneys' fees are 33.7 hours. At \$450/hour, the total award of attorneys' fees Plaintiff owes Defendants is \$15,165.

Additionally, Defendants are entitled to costs pursuant to NRS 18.020(1). Defendants request \$978.80. Defendants aver they are awaiting reimbursement from the court for an erroneous filing fee. The erroneous filing fee is \$450. Defendants request Plaintiff to pay the full costs and should Defendants be reimbursed by the court, they will return the money to Plaintiff. Plaintiff requests the filing fee not be included in a grant of costs. The Court will award Defendants costs, minus the erroneous filing fee. Thus, Plaintiff will pay Defendants costs in the amount of \$528.80.

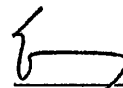
**IT IS HEREBY ORDERED** Plaintiff will pay Defendants attorneys' fees totaling \$15,165 and costs totaling \$528.80.

Defendants' *Motion for an Award of Attorneys' Fees and Costs* is **GRANTED** in part and **DENIED** in part.

Plaintiff's *Motion to Retax Costs* is **GRANTED** in part and **DENIED** in part.

**IT IS SO ORDERED**

**DATED** this 1 day of October, 2021.



EGAN K. WALKER  
District Judge

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**CERTIFICATE OF ELECTRONIC SERVICE**

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on the 1 day of April 2021, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

STEFANIE SHARP, ESQ.

CLAYTON BRUST, ESQ.

MARK SIMONS, ESQ.

ANTHONY HALL, ESQ.

HANNAH WINSTON, ESQ.



Laura Watts-Vial  
Judicial Assistant