

EXHIBIT G:

NO VALID BOARD ACTION

TABLE OF CONTENTS OF EXHIBITS G-1 TO G-5

EXHIBIT G-1 LIMITS ON CLOSED HOA BOARD MEETINGS

- SCA CC&Rs 7.4
- SCA bylaws 3.26
- NRED Advisory 12-05-116 Executive Session Agendas
- SCA bylaws 3.15 Open board meetings
- SCA bylaws 3.15A Closed board meetings
- SCA bylaws 3.21(f)(v) Quarterly Delinquency Reports required

EXHIBIT G-2: SCA BOARD DID NOT COMPLY WITH HOA MEETING LAWS

EXHIBIT G-3: SCA BOARD SECRETLY SOLD A DOZEN HOUSES IN 2014

EXHIBIT G-4 SCA BOARD DID NOT PROPERLY AUTHORIZE ANY FORECLOSURES CONDUCTED BY RED ROCK FINANCIAL SERVICES IS SCA 2012-2014 AGENDAS AND MINUTES EXCERPTED FOR ITEMS RELATED TO FORECLOSURE OR DEBT

EXHIBIT G-5 IS 5/23/19 EXHIBIT 5 “NO VALID BOARD AUTHORIZATION FOR THE SALE” WAS MISREPRESENTED BY DAVID OCHOA AND IGNORED BY THE COURT

EXHIBITS TO 5/23/19 TOBIN
RPLY TO
SCA 5/2/19 OPPM TO TOBIN MOTION TO
RECONSIDER AND
JIMI JACK'S 5/3/19 JOINDER
TO SCA AND
NSM'S 5/3/19 JOINDER TO SCA

Exhibit “1”; April 20, 2019 Tobin declaration

Exhibit “2” May 11, 2018 and May 13, 2019 Leidy declaration

Exhibit “3” May 20, 2019 Proudfit declaration

Exhibit “4” Resident Transaction Reports for 2763 White Sage 2664
Olivia Heights

Exhibit “5” No valid Board authorization for sale

Exhibit “6” Proposed Findings of Fact

Exhibit “7” Authenticated OMBUDSMAN NOS records for 17
foreclosures

Exhibit “8” 2nd NOS for two sales but not for 2763

Exhibit “9” March 22, 2019 Tobin DECL opposing NSM MSJ vs. Jimijack

Exhibit “10” April 12, 2019 MSJ v. Jimijack

Exhibit “11” May 20, 2019 complete chain of title for 2763 White Sage

**OCHOA KNEW, OR SHOULD HAVE KNOWN, THAT THE SALE WAS NOT
AUTHORIZED BY A VALID VOTE OF THE HOA BOARD, AND HE
CONCEALED THAT MATERIAL FACT AND MOVED TO HAVE ALL 500
PAGES OF THE 5/23/ 19 REPLY STRICKEN BECAUSE I SIGNED IT AS
WELL AS MY ATTORNEY.**

5/23/19 Exhibit “5” No valid Board authorization for sale

**SUPPRESSION OF 5/23/19 EXHIBIT 1 (4/20/19 TOBIN DECL)
ALSO COVERED UP THAT THE HOA BOARD DID NOT AUTHORIZE ANY
FORECLOSURES IN A MEETING COMPLIANT WITH NRS 116.31083
AND NRS 116.31085**

Ochoa knew, or should have known, that there was no valid HOA Board authorization of this foreclosure or any other foreclosure.

Suppressing this evidence was a gift to Red Rock, was of no benefit to the HOA, and damaged me significantly of no proper purpose.

46. No SCA Board agenda from 2012 to 2014 includes an item naming Gordon Hansen, the estate of Gordon Hansen or 2763 White Sage Drive, identifying that a delinquency on assessments existed at all or specifying that there would be any Board discussion, let alone action, that could even remotely, lead me, or any other SCA homeowner, to believe that SCA Board intended to allow its agents to seize this property and without notice, appeal or recourse, permanently strip the owner of all membership privileges.

47. To be valid corporate action, SCA Board actions must occur in a duly called meeting, to which all owners are given notice and an itemized agenda.

48. SCA Board is prohibited from meeting in closed session to discuss any topic other than the four topics specifically authorized by NRS 116.31085 and SCA bylaws 3.15A.

49. Necessary elements of the official corporate record of any Board action must include, the specific wording of the motion, which director made the motion, who seconded it and how each Board member voted.

Exhibit G-1 Limits on closed HOA board meetings

SCA CC&Rs 7.4 Compliance and Enforcement

7.4. Compliance and Enforcement.

(a) Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. The Board shall

35

SCA bylaws 3.26 Enforcement Procedures

3.26. Enforcement Procedures.

Prior to exercising certain enforcement rights set forth in Section 7.4 of the Declaration and the Governing Documents, the Association shall comply with the following notice and hearing procedures:

11/15/12 NRED Advisory 12-05-116 Executive Session Agendas

The agendas for executive board meetings held in executive session need to be detailed enough to show owners that the board is discussing only those items permitted by NRS 116.31085(3) and include clear and complete statements of the topics and actions possible.

ANALYSIS OF THE ISSUE:

According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108. NRS 116.3108(4) concerns meetings of unit owners and requires an agenda to state:

(a) A clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to the declaration or bylaws, any fees or assessments to be imposed or increased by the association, any budgetary changes and any proposal to remove an officer of the association or member of the executive board.

(b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may

SCA bylaws 3.15 provides that all HOA Board meetings must be open to members with specified exceptions. This provision parallels NRS 116.31083.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

SCA bylaws 3.15A Executive Session defines the limited topics that can be discussed in closed meetings and define the due process required prior to the Board imposing a sanction against an owner for alleged violation.

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

(b) The Board of Directors may not meet in executive session to enter into, renew, modify, terminate, or take any other action regarding a contract, unless it is a contract between the Association and an attorney.

(c) The Board of Directors may meet in executive session only to:

May take action only under (i). For the others, only discussion is allowed.

(i) Consult with the attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive, or entering into, renewing, modifying, terminating or taking any other action regarding a contract between the Association and an attorney;

(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association;

(iii) Discuss a violation of the Governing Documents including, without limitation, the failure to pay an assessment; or

(iv) Discuss the alleged failure of an Owner to adhere to a schedule required by the Association for completion of the design of an Improvement or modification, or the commencement and completion of construction, or the issuance of a permit necessary for the occupancy or use, of such Improvement or modification, if such alleged failure may subject the Owner to a construction penalty as provided in the Declaration.

SCA bylaws 3.15A Executive Session defines the due process required prior to the Board being able to impose a sanction against an owner for alleged violation of the governing documents, like for delinquent assessments.

(d) The Board of Directors shall meet in executive session to hold a hearing on an alleged violation of the Governing Documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(i) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidences and the testimony of witnesses; and

(ii) Is not entitled to attend the deliberations of the Board of Directors.

(e) Except as otherwise provided in this section, any matter discussed by the Board of Directors when it meets in executive session must be generally noted in the minutes of the meeting of the Board of Directors. The Board of Directors shall maintain minutes of any decision concerning an alleged violation and, upon request, provide a copy of the decision to the person who is subject to being sanctioned at the hearing or to his designated representative.

(f) Except as otherwise provided above, an Owner is not entitled to attend or speak at a meeting of the Board of Directors held in executive session.

DELINQUENCY REPORT MUST BE MADE IN AN OPEN SESSION OF THE BOARD

SCA bylaws 3.21(f)(v)

SCA bylaws 3.21. Accounts and Reports.

(f)... commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing...:

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent

Exhibit G

SCA Board did not comply with HOA meeting laws

The sale of 2763 White Sage Drive is voidable.

SALE WAS NOT AUTHORIZED BY A SCA BOARD ACTION TAKEN IN COMPLIANCE WITH THE PROVISIONS OF [NRS 116.31083](#) AND [NRS 116.31085](#)

1. [NRS 116.3102](#) define the powers of unit-owners' association.
 - [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged violation of the governing documents by requiring the association to provide notice and due process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.

(m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in [NRS 116.31031](#).

[NRS 116.3102\(m\)](#)

With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,

- that are open to all unit owners,
- that provide meaningful notice of the actions the Board intends to take at that meeting,
- that provide minutes of all Board decisions made and actions taken.

SCA Board voted in closed meetings to impose sanctions without notice

SCA board did not take any valid votes to authorize the sale of 2763 White Sage in any open meeting with agendas and minutes that complied with the requirements in [NRS 116.31083 \(2013\)](#) and [NRS 116.31085 \(2013\)](#).

Therefore, the decision and the sale are voidable.

NO COMPLIANT AGENDAS ANNOUNCED AN INTENT TO FORECLOSE

SCA BOARD DID NOT PROPERLY AUTHORIZE ANY FORECLOSURES

- SCA did not publish notice of its intent to authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner prescribed by NRS 116.31083(5) and NRS 116.3108(4).
- According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108.
- NRS 116.3108(4) defines requirements of notice and agendas:

(a) *A clear and complete statement of the topics scheduled to be considered during the meeting, ...*

(b) *A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may take action on an item which is not listed on the agenda as an item on which action may be taken.*

(c) *A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).*

NRS 116.3108(4)

No minutes of any SCA Board meeting, compliant with NRS 116.31083 and NRS 116.31085, document a Board action to authorize the foreclosure of 2763 White Sage Drive was ever taken, and therefore the decision is voidable.

- NRS (2013) 116.31083 (8) (10) require the Board to maintain “*the minutes of each meeting of the executive board until the common-interest community is terminated.*” that include the following specific information:

8. Except as otherwise provided in subsection 9 (Section 9 allows the Board to “*establish reasonable limitations on materials, remarks or other information to be*

included in the minutes of its meetings.”) and NRS 116.31085, the minutes of each meeting of the executive board must include:

- (a) The date, time and place of the meeting;
- (b) Those members of the executive board who were present and those members who were absent at the meeting;
- c) The substance of all matters proposed, discussed or decided at the meeting;
- (d) A record of each member s vote on any matter decided by vote at the meeting; and
- e) The substance of remarks made by any unit s owner who addresses the executive board at the meeting if the unit s owner requests that the minutes reflect his or her remarks or, if the unit s owner has prepared written remarks, a copy of his or her prepared remarks if the unit s owner submits a copy for inclusion.

IT IS IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING without a hearing

11/15/12 [NRED Advisory 12-05-116 Executive Session Agendas](#)

- **The decision to foreclose on 2763 White Sage was made in a closed session which was not permissible under the terms of NRS 16.31085 (3) (4) and is therefore voidable.**
- [NRS 116.31085](#)(3) defines the only permissible topics of discussion and actions the Board is authorized to take in an executive session closed to owners

NRS 116.31085 (3)

3. *An executive board may meet in executive session only to:*

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to a construction penalty.

NRS 116.31085 (3)

1. Whereas NRS 116.31085(3)(c) only authorizes the Board to “**discuss**” alleged violations of the governing documents in executive session, NRS 116.31085(4) only permits Board action to sanction an owner for an alleged violation in closed session when it holds a hearing at which the owner can present a defense to dissuade the Board from imposing a sanction for an alleged violation.

NRS 116.31085(4)

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the

right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and

(c) Is not entitled to attend the deliberations of the executive board.

NRS 116.31085(4)

NO MINUTES = IT NEVER HAPPENED

1. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the regular Board minutes.

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board.

NRS 116.31085(6)

1. There are no minutes of any SCA Board meeting that document a Board action to authorize the sale of 2763 White Sage Drive.
2. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed meeting at which the Board took action to sanction an owner for an alleged violation pursuant to a hearing.

The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.

1. **SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision to foreclose was made pursuant to a hearing make the action voidable.**
2. See [2/26/19 SCA response to Tobin's RFDs](#) (request for documents) .
3. See [2/26/19 SCA response to Tobin's ROGs](#) (interrogatories)
4. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1, 2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to foreclose:

“Your request for the “minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage” cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.”

CAM Lori Martin’s June 1, 2016 email refusing Tobin’s request for minutes

No notice or hearing was provided

SCA BOARD DID NOT PROVIDE MANDATED NOTICE AND HEARING PRIOR TO IMPOSING A SANCTION FOR THE ALLEGED VIOLATION OF DELINQUENT ASSESSMENTS

[NRS 116.31031](#) requires any HOA Board to provide due process to an owner prior to the imposition of any penalty for an alleged violation of the governing documents.

4. *The executive board may not impose a fine pursuant to subsection 1 unless:*
 - (a) *Not less than 30 days before the alleged violation, the unit’s owner and, if different, the person against whom the fine will be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the alleged violation; and*
 - (b) *Within a reasonable time after the discovery of the alleged violation, the unit’s owner and, if different, the person against whom the fine will be imposed has been provided with:*
 - (1) *Written notice:*
 - (I) *Specifying in detail the alleged violation, the proposed action to cure the alleged violation, the amount of the fine, and the date, time and location for a hearing on the alleged violation; and*
 - (II) *Providing a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the unit or the grounds of the unit or an act or a failure to act of which it is possible to obtain a photograph; and*
 - (2) *A reasonable opportunity to cure the alleged violation or to contest the alleged violation at the hearing.*
- For the purposes of this subsection, a unit’s owner shall not be deemed to have received written notice unless written notice is mailed to the address of the unit and, if different, to a mailing address specified by the unit’s owner.*

5. The executive board must schedule the date, time and location for the hearing on the alleged violation so that the unit's owner and, if different, the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.

6. The executive board must hold a hearing before it may impose the fine, unless the fine is paid before the hearing or unless the unit's owner and, if different, the person against whom the fine will be imposed:

(a) Executes a written waiver of the right to the hearing; or

(b) Fails to appear at the hearing after being provided with proper notice of the hearing.

7. If a fine is imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without providing the opportunity to cure the violation and without the notice and an opportunity to be heard required by paragraph (b) of subsection 4.

8. If the governing documents so provide, the executive board may appoint a committee, with not less than three members, to conduct hearings on alleged violations and to impose fines pursuant to this section. While acting on behalf of the executive board for those limited purposes, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the executive board and its members.

5/12/17 SCA attorney opinion

Adam Clarkson stated unironically, and apparently, with a complete lack of self-awareness, that SCA Board compliance with specific meeting laws is required for its corporate actions to be valid.

In his first legal opinion as SCA's Legal counsel and debt collector, Clarkson stated, *inter alia*,

Corporate actions are either valid, void, or voidable depending upon whether or not corporate procedure was properly followed. The reason it is relevant to properly notice and agendize a meeting under NRS 116.3108, 116.31083 & 116.31085 is because a failure to do so results in void or voidable corporate actions. This brings us to why "workshops" cannot be regulated, prohibited, or required to be noticed.

SCA Board did not comply with NRS 116 meeting laws when it made decisions regarding collection fines, debt forgiveness or foreclosures.

EXHIBIT I

SCA Board secretly sold a dozen houses in 2014



A 2017 study conducted by the UNLV School of Real Estate, commissioned by the Nevada Association of Realtors, studied 611 HOA foreclosures between 2011-2015.

SCA's 2014 Foreclosures WERE NOT IDENTIFIED in the [UNLV Study](#)

Somehow the professionals conducting the study missed ALL of SCA's 13 foreclosures between 2011 and 2015.

Ten HOAs had 1/6 of the 611 foreclosures UNLV studied.

Why didn't UNLV know about 13 sales Red Rock conducted in Sun City Anthem?

SCA had 13 foreclosures in 2014, but SCA is not in the UNLV HOA foreclosure study's list of HOAs that had more than five foreclosures from 2011-2015.

Notice a pattern?

ALL SCA foreclosure buyers were knowledgeable speculators.

Some would call them "vulture investors".

This pattern – selling for a dime on a dollar to a few wise guys – would never have happened if bidding had not been suppressed by a few unsavory practices:

1. Convince the HOA Board that they must keep everything about foreclosure secret,
2. have no agendas or minutes of HOA Board actions to foreclose
3. give no notice to the owner whose house is being sold
4. Allow the manager to be the debt collector and control EVERYTHING about the money that's collected for the benefit of the HOA members
5. Allow the debt collector full, unilateral, unsupervised proprietary control all the records and processes, so the HOA has no independent records;

6. give away signatory control over bank accounts of HOA money collected,
7. allow the debt collector to use the HOA attorneys against a homeowner who complains
8. allow the debt collector to lie about notices that were given.

At Sun City Anthem, not a single homeowner knew when or where RRFS was selling these houses.

NOTICE A PATTERN? FOLLOW THE MONEY

In the case of 2763 White Sage, RRFS intentionally WITHHELD notice to ALL parties with a known interest – and then lied about it in order to cover up how this scam works to enrich the chosen few..

Look at who bought the houses. Look at how much they paid, and look at what Sun City Anthem Board and owners were told. It's quite a lucrative scam for a lucky few.

One way the debt collector runs the con

See [Irma Mendez' 11/12/18 sworn affidavit regarding Joel Just](#), former RRFS President, and his selling foreclosures direct without the inconvenience of a public auction.

AFFIDAVIT OF IRMA MENDEZ

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I, IRMA MENDEZ, do solemnly swear, under penalty of perjury, that the following assertions are true to the best of my knowledge and belief.

1. That I am a Real Estate Broker in San Diego County, California, license number 01140408, that I have personal knowledge of the matters herein, I am over the age of 18, and I am competent to testify.

2. That in 2014, I lost a property I had purchased in 2005 for \$315,000, which carried a \$252,792 deed of trust, to an HOA foreclosure in 2014. APN: 124-29-314-081. 3416 Casa Alto Ave., North Las Vegas NV 89031.

3. That I was stunned that a property could be taken for failure to pay \$25/month assessments, particularly when I had offered payment of the delinquent assessments.

4. That the parties involved in my case were Hong & Hong, attorneys, Absolute Business Systems, Inc, Fiesta del Norte Homeowners Association, Jimijack Irrevocable Trust, Joel and Sandra Stokes, trustees, MERS, Federal National Mortgage Association.

5. That when I was notified that my renters had to start paying rent to new owners, I stopped paying the mortgage since I no longer had title.

6. That the bank continued to demand payment for the DOT even though I no longer had the property, and this has ruined my credit. I decided to fight it in federal court as a Pro Se.

7. That in order to get a sense of how this HOA foreclosure system worked, I decided to call a debt collector who had nothing to do with my case and, using a fake name, I pretended to be an investor with an interest in buying foreclosures.

8. That I contacted Red Rock financial Services, as I recall sometime in 2015. I spoke with someone named Joel Just ("Mr. Just"), and told him I had about \$250,000 to invest in rentals. I asked him how the HOA foreclosures worked.

9. That Mr. Just said "I've got" this property or that property. He described them as if he had them available on hand, and I could just buy them from him directly without bidding at an auction. I would just get a quit claim deed from him.

10. That Mr. Just was very clear with me that the HOA-foreclosed properties would have clouded titles so I might not be able to sell them, but "you can rent them forever".

11. That Mr. Just said the bank couldn't foreclose on a mortgage if it didn't hold the title to the property, and the title was held by a party that was not the debtor.

12. That Mr. Just told me I wouldn't have to pay a mortgage and could just keep all the rents.

13. That I don't understand how Mr. Just could offer properties to particular investors without the investor being the winning bidder at an auction.

14. That I can only assume that if debt collectors do that, they are being enriched, at the expense of the HOAs they work for, because they are able to retain virtually all of the proceeds from a sale.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

DATED this 5th day of November, 2018.


IRMA MENDEZ

Subscribed and Sworn to before me
this ____ day of October 2018.

SEE ATTACHED Sural
NOTARY PUBLIC

8. That I contacted Red Rock financial Services, as I recall sometime in 2015. I spoke with someone named Joel Just ("Mr. Just"), and told him I had about \$250,000 to invest in rentals. I asked him how the HOA foreclosures worked.

9. That Mr. Just said "I've got" this property or that property. He described them as if he had them available on hand, and I could just buy them from him directly without bidding at an auction. I would just get a quit claim deed from him.

10. That Mr. Just was very clear with me that the HOA-foreclosed properties would have clouded titles so I might not be able to sell them, but "you can rent them forever".

11. That Mr. Just said the bank couldn't foreclose on a mortgage if it didn't hold the title to the property, and the title was held by a party that was not the debtor.

12. That Mr. Just told me I wouldn't have to pay a mortgage and could just keep all the rents.

13. That I don't understand how Mr. Just could offer properties to particular investors without the investor being the winning bidder at an auction.

14. That I can only assume that if debt collectors do that, they are being enriched, at the expense of the HOAs they work for, because they are able to retain virtually all of the proceeds from a sale.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

DATED this 5th day of November, 2018.


IRMA MENDEZ

Subscribed and Sworn to before me
this ____ day of October 2018.

SEE ATTACHED Surety
NOTARY PUBLIC

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 5th day of November, 2018

by _____ Date _____ Month _____ Year _____

(1) Erma Mender

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Signature _____

Signature of Notary Public

Place Notary Seal and/or Stamp Above



OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

M1304-08 (09/17)

TOBIN. 4867

FSR and FSR dba RRFS told the HOA Board falsely that everything about HOA sales had to be kept secret.

How the vulture investors unjustly profited

TRP Fund IV LLC bought four SCA properties at unnoticed sales @ an average price of \$52,125, 80% below fair market value. I, and many other Sun City Anthem homeowners, were prevented from attending these sales and bidding because RRFS explicitly withheld notice.

Two sham LLCs, using the property address as the corporate name, bought houses for \$6,500 & \$7,600.

ALL 13 HOUSES COMBINED WERE SOLD FOR \$734,900 TO A FEW PEOPLE "IN THE KNOW", AND NOT A SINGLE ONE TO AN SCA OWNER.

SCA properties RRFS secretly sold in 2014

1/2/14 RRFS sold 2532 Grandville Ave for \$25,500 to TRP Fund IV LLC .

SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS. *TRP FUND IV v. HSBC Bank A-16-735894-C*

There is no SCA record that the SCA Board approved the sale of this property.

1/2/14 RRFS sold 2227 Shadow Canyon to TRP Fund IV LLC for \$40,000.

[Nationstar Mortg., LLC vs. Saticoy Bay LLC Series 2227 Shadow Canyon](#) 133

Nev. Advance Opinion 91, 405 P.3d 641 (Nev. 2017).

There is no SCA record that the SCA Board approved the sale of this property. SCA was not identified AT ALL in the litigation as the HOA under whose statutory authority this sale occurred.

Neither SCA nor RRFS were named parties to the litigation.

There is no SCA record that the SCA Board approved the sale of this property. There is no court record that Red Rock interpleaded the proceeds. Upon information and belief, RRFS did not distribute the proceeds after the sale as mandated by NRS 116.31164(3)(2013).

2/18/14 RRFS sold 2721 Evening Sky for \$40,000 to TRP Fund IV LLC

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceeds after the sale as mandated by NRS 116.31164(3)(2013).

2/18/14 RRFS sold 2115 Sandstone Cliffs for \$54,000 to TRP Fund IV LLC

TRP Fund IV LLC v. Bank of Mellon et al, A-15-724233-C
SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS. There is no court record that RRFS interpleaded the proceeds.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

2/18/14 RRFS sold 2842 Forest Grove for \$89,000 to TRP Fund IV LLC

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

3/7/14 RRFS sold 2260 Island City for \$30,000 to SFR Investment Pool

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

3/7/14 RRFS sold 1382 Couperin Dr for \$100,100 to LN Management LLC series 1382 Couperin

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

3/14/14 RRFS sold 2167 Maple Heights for \$6,500 to 2167 Maple Heights Trust

Bank of NY Mellon v. SCA 2:17-cv-02161-APG-PAL, ADR 17-91. SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

3/28/14 RRFS sold 2584 Pine Prairie for \$7,600 to LN Mgt Series LLC 2584 Pine Prairie.

LN Mgt LLC series 2584 Pine Prairie v. Deutsche Bank A-14-707237-C. SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

4/29/14 RRFS sold 2175 Clearwater Lake Dr. for \$45,100 to Saticoy Bay LLC

There is no SCA record that the SCA Board approved the sale of this property. there are no SCA records to ascertain what happened to the proceeds of the sale.

Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

6/10/14 RRFS scheduled the sale of 2986 Olivia Heights Ave,

The sale was cancelled by a Citi Mortgage temporary restraining order. *Citimortgage Inc v. SCA A-14-702071 NV Supreme court case # 71942*. On 12/7/17, the SCA Board authorized paying \$55,000 to Citi to settle the case. SCA did not enforce the [4/27/12 RRFS contract indemnification clause](#) that would have shifted this expense to RRFS.

The Board President's report of the settlement does not match the court records.

8/15/14 RRFS sold 2763 White Sage Dr. for \$63,100 to Thomas Lucas took title as Opportunity Home, LLC.

Jimijack vs BANA & SCA (A-15-720032-C); Nationstar vs Opportunity Homes (A-16-730078-C), Nona Tobin vs Joel Stokes et al A-19-799890-C, Supreme Court appeals #79295, 82094, 832234 and 82294. SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS.

The sale was conducted without notice. The buyer was a realtor in the BHHS listing office that was under contract with Nona Tobin.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

Instead, more than six years later, after refusing to distribute the proceeds to Nona Tobin, RRFS sued five defendants for interpleader on 2/3/21, knowing that no one had a recorded claim, and no one had ever filed a claim, except Nona Tobin.

On 3/8/21, Tobin filed a counter-claim for the interpleaded proceeds and four other counter-claims vs. Red Rock (Fraud, Conversion and/or Unjust Enrichment, Alter Ego/List the Corporate Veil, and Racketeering) and a petition for sanctions pursuant to NRCP 11(b)(1)(2)(3) and/or (4), NRS 18.010(2), NRS 207.407(1), NRS 42.005.

When Steven Scow did not file an answer to her counter-claims, Tobin filed a motion to distribute the proceeds to her as the sole claimant on 4/12/21 and filed a

motion for summary judgment on 4/15/21. Steven Scow filed a motion to dismiss Tobin's 3/8/21 counter-claims and petition for sanctions on that grounds of res judicata. Scow also filed a joinder on 4/27/21 to Akerman's (for Nationstar and allegedly for Wells Fargo) opposition to the interpleaded proceeds being granted to the sole claimant Tobin on the grounds that it was "premature" to distribute the proceeds as long as Tobin was attempting to void the HOA sale (appeal 82294).

At the 8/19/21 hearing, the court decided not to hold the scheduled-evidentiary hearing and did not hear Tobin's motion to distribute the proceeds at all, denied her motion for summary judgment, and dismissed all her 3/8/21 counter-claims and petition for sanctions with prejudice (order entered 9/10/21). By order entered on 11/30/21, Tobin's motion for reconsideration was denied.

Steven Scow still holds the proceeds, and all opposing parties still maintain the position that Tobin shouldn't get them unless she drops her attempts to void the sale or to sanction the opposing parties or their lawyers. The court has granted Tobin leave to re-file her motion to distribute the interpleaded proceeds as long as she doesn't assert any other claims.

9/11/14 RRFS sold 2921 Hayden Creek Terrace for \$100,000 to Jayem Family LP

FNMA v SCA 2:17-cv-1800-JAD-GWF. SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon

information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

11/12/14 RRFS sold 2416 Idaho Falls for \$174,000 to Global Village LLC.

My Global Village LLC v BAC Home Servicing A-15-711883-C . SCA did not enforce the [4/27/12 contract indemnification clause](#) that would have shifted this expense to RRFS.

There is no SCA record that the SCA Board approved the sale of this property. There are no SCA records to ascertain what happened to the proceeds of the sale. Upon information and belief, RRFS did not distribute the proceed of the sale as mandated by NRS 116.31164(3)(2013).

EXHIBIT G-4

SCA Board did not properly authorize any foreclosures conducted by Red Rock Financial Services

Published 4/8/21 SCAstrong.com

2012 Board meeting agendas & minutes

Link to [2012 minutes 001-145](#)

2012 Specific SCA Board discussion of enforcement actions taken in secret

9/27/12 MINUTES

At today's executive session, our Board considered six requests for waivers of fees or fines, one request for a payment plan, and one request for variance of age requirement.

9/27/12 minutes page 10 of 13 Attachment 1 President's report

10/25/12 MINUTES

"At today's executive session, our Board considered two requests for waivers of fees or fines, one request for credit, one request for a payment plan, and one request for write off of bad debt outside of the nine month super-priority."

10/25/12 minutes page 11 of 15 Attachment 1 President's report

11/15/12 MINUTES

"At today's executive session, our Board considered two requests for waivers of fees or fines"

11/15/12 minutes page 11 of 15 Attachment 1 President's report

2013 Board meeting agendas & minutes

Link to [2013 minutes 001-133](#)

2013 Specific SCA Board discussion of enforcement actions taken in secret

2/28/13 Meeting

[2/28/13 Executive Session agenda](#)

“Write off bad debt for three accounts reviewed at the 1/24/13 executive session meeting in the amount of \$3,431.39 and for one account reviewed at the February 28, 2013 Executive Session meeting in the amount of \$13,395.48, for a total of \$16,826.87 that is outside the nine (9) month super priority lien.”

[2/28/13 minutes item 17B write offs](#) President’s Report pg. 8 of 9

3/28/13 Meeting

[3/28/13 Executive Session Agenda](#)

“At our executive session today, our Board considered one request for a waiver of fines and one request for a payment agreement.”

[3/28/13 SCA BOD minutes](#), President’s Report pg. 8 of 8

4/25/13 Meeting

[4/25/13 Executive Session Agenda](#)

“At today’s executive session, our Board considered one request for waivers of fees or fines and one request for a payment agreement.”

[4/25/13 SCA BOD minutes](#), President’s Report page 9 of 10

5/23/13 Meeting

5/23/13 Executive Session Agenda

“At today’s executive session, our Board considered one request for waiver of the minimum age requirement and one request for a waiver of late fees.”

[5/23/13 SCA BOD minutes](#) President’s Report Page 8 of 8

6/27/13 Meeting

6/27/13 Executive Session Agenda

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines by Committee and take action on appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

6/27/13 Executive Session Agenda #6

“At today’s executive session, our Board considered two requests for waivers of fees or fines”

[6/27/13 SCA BOD Minutes](#), President’s Report page 9 of 14

[7/18/13 SCA BOD minutes](#) There was no executive session.

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential

write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[8/1/13 Executive Session agenda](#) # 4 & 5

8/1/13 Meeting

[8/1/13 Executive Session agenda](#)

“There were no bad debt or write-offs considered at the Executive Session held earlier today. The Board considered three appeals for waivers of fines, and one appeal was returned to the committee.”

[8/1/13 BOD Minutes](#) President’s Report Page 6 of 9

8/22/13 Meeting

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[8/22/13 Executive Session agenda](#) #4 & %

“At today’s executive session, our board considered three requests for waivers and/or a reduction and/or payment plans and one appeal.”

[8/22/13 SCA BOD meeting minutes](#) President’s Report Pg 6 of 8

9/26/13 Meeting

[9/26/13 Executive Session agenda](#)

“The Board will discuss the collectability from particular owners and the potential write off of same. Write-off amounts to be discussed and decided in regular session.”

[9/26/13 Executive Session agenda #6](#)

“At today’s executive session, your Board considered six appeals including waiver of late fees, fines or requests for payment plans.”

[9/26/13 SCA BOD Meeting minutes](#), President’s Report: Page 8 of 20

10/24/13 Meeting

[10/24/13 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors

6. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[10/24/13 Executive Session Agenda #4-6](#)

“At today’s our Board considered two requests for payment plans of delinquent assessments or waivers of fees and/or fines. We approved foreclosure proceedings on five properties and took no action on bad debt.”

[10/24/13 SCA BOD Minutes](#), President’s report page 11 of 25

[Link to “Deceptive disclosures: SCA Board 12/5/13 meeting vs. SCA 315 & RRFS 128”](#)

12/5/13 Executive Session Agenda

“6. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)
The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

7. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

12/5/13 Executive Session Agenda #6-8

(minutes of open session, page 8 of 9)

“17. REVIEW OF BAD DEBT & WRITE-OFFS

“The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien. “

12/5/13 SCA BOD minutes, page 8 of 11

President's report -actions in closed session

“At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last

month, we took action to foreclose on the liens of five properties, and this month, at this afternoon's session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President's Report in this month's Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result. plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon's executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year. “

[12/5/13 BOD minutes, page 9 of 11](#)

**PAGE 2 RESOLUTION [R05-120213] THAT SCA 315
ALLEGED WAS APPROVAL OF THE SALE**

“[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting. “

[12/5/13 Minutes Pg 2\] Resolution \[R05-120513\]](#)

2014 Board meeting agendas & minutes

Link to [2014 minutes 001-187](#)

2014 Specific SCA Board discussion of enforcement actions taken in secret

SCA board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”

SCA bylaws 3.21(f)(v)

1/23/14 Meeting

[1/23/14 SCA BOD Executive Session Agenda](#)

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May BeTaken)

7. UPDATE ON PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE8.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.”

[1/23/14 SCA BOD Executive Session Agenda](#)

“”In our executive session held this morning, our Board heard appeals from residents regarding assessment payments and other issues of enforcement and acted to write off bad debts in the amount of \$18,349.17”

[1/23/14 SCA BOD Meeting Minutes](#) President’s Report Page 9 of 13
[1/23/14 SCA BOD Executive Session Agenda](#)

[R25-012314] UPON motion duly made by Jean Capillupo and seconded by Dan Folgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the January 23, 2014 meeting in the amount of \$18,349.17. “

[1/23/14 SCA BOD Meeting Minutes](#) , Pages 7-8, item 18

2/27/14 Meeting

[2/27/14 Executive Session Agenda](#)

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5.STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF PRE-COLLECTION ACCOUNTS (Action May be Taken)

7.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8.REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9.REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

[2/27/14 Executive Session Agenda](#)

[2/27/14 SCA BOD minutes](#)

2/27/14 President's Report

Attachment #1

President's Report

SCA Board Meeting, February 27, 2014

An important project of our Board reached near fruition earlier this week – an almost final draft of a new Policy Manual was completed at a Board meeting on Tuesday afternoon. This Manual is the result of work over the last fourteen months beginning with a three-day session with a consultant last January. It is our intent that this document will define the roles and responsibilities of the Board, detail how the Association operates and clearly outline the responsibilities of the management company. The target date for the completed Manual to be posted on the website is March 13th, providing members and residents time to review it before adoption at the March 27th regular meeting.

On March 13th at 7:00 in the evening in the Delaware Room of Anthem Center, our Board is planning an informational workshop to present and discuss the new management contract. This project, just like the Policy Manual, has been a long time in preparation. The process began with discussions about what we expect in a management company through the drafting of an RFP, the acceptance of proposals, and the final selection of a management company. A report on the negotiations toward that contract are progressing, and later in this meeting a report will be given by a member of the negotiating group. Additionally, attached to the agenda for this meeting, is a Letter of Intent stating the major elements of the contract already agreed upon by both parties.

Our Board continues to work through member accounts that are in serious arrears. We have taken action to foreclose on some, and continue to contact others in an attempt to bring all accounts current. When a homeowner fails to pay their authorized assessments, an added burden falls on those who do pay as they should. Our board believes it is not in the best interests of our Association to sit back and allow certain homeowners to continually neglect their financial responsibilities.

As of this meeting, our Board has acted to foreclose on a total of nineteen homes and, as of this date, five have been sold at auction. On all five of those accounts, the Association was made whole and collected past due assessments, costs of collection, interest, late fees and fines. On the other homes, many owners have entered a payment plan, some have paid the amounts due in full and some have been foreclosed on by other entities such as a mortgage holder or the City of Henderson.

As I mentioned above, our Board does not take these actions easily. We initiate several contacts with homeowners throughout to make sure they understand the consequences of nonpayment. The Board conducts hearings, offers payment plans and otherwise acts to encourage and allow homeowners to pay their just debt to the Association.

I also want to add that at our Agenda Review session on Tuesday many in the audience indicated they liked the setup with tables in the Delaware Room. After inquiring about the availability of Delaware, I discovered there are many conflicts. So you can mark your calendars that we will continue meeting in Arlington-Bristol, but we will have a setup with tables for those in the audience. I hope this is helpful to those who attend these workshops.

Jean Capillupo

Item 17 Bad debt write off, Pg 6 of 15

17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on February 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting in the amount of \$332.92.

[R15-022714] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously approved the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session in the amount of \$332.92.

3/27/14 Meeting

3/27/14 Executive Session Agenda

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests. (Action May be Taken)

5. STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken) Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken) 8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

3/27/14 Executive Session Agenda

3/27/14 Item 18 Bad debt write off

18. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on March 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting.

[R19-032714]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the March 27, 2014 Executive Session in the amount of \$17,127.39.

[3/27/14 SCA BOD minutes](#)

4/24/14 Meeting

[4/24/14 Executive Session Agenda](#)

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

[4/24/14 Executive Session Agenda](#) PAGE 1 -2 OF 2

See [4/24/14 SCA BOD minutes](#)

4/24/14 minutes of open session item 16 approved the action the Board took in executive session under agenda item 8.

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on April 24, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

[R13-042414]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously voted to approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

4/24/14 SCA BOD minutes President's Report on page 9 of 10 did not include any report of the action the Board took, or the information the Board received, under items 5, 6, or 7.

Attachment #1

SCA Board Meeting, April 24, 2014

President's Report

VOLUNTEERS. On April 4, Sun City Anthem hosted hundreds of volunteers who have given their time, expertise, financial resources and commitment to help our community operate as it should. From all reports, the event was a tremendous success. Thanks go to Volunteer Coordinator Karen Lotspiech and Maurice Talley and his staff in the Activities Department for the excellent work done to plan and carry out this event. Again, major thanks go to the volunteers who make this Association hum.

SAGE MOUNTAIN DEVELOPMENT. At our Board meeting last month, in a motion presented by Dan Forgeron, our Board formalized our opposition to the proposed change in City of Henderson zoning for the Sage Mountain Ranch development at the corner of Volunteer Blvd. and St. Rose Parkway. Following that action, the City of Henderson has been contacted by Bella Meese and City representatives have been made known of our strong opposition to this rezoning proposal. To our knowledge at this point, the matter will come before the City Council in June. Board members and others in our community are encouraged to keep informed about the coming action. I plan to issue eblasts to SCA residents to help with this process.

In making the decision to oppose this proposed action by the City, the Board noted that approval would mean increased air traffic and the resultant noise over Sun City Anthem and the increased concerns for safety of our residents brought on by low-flying aircraft. Further, the long term effect would be a negative impact on our property values and lifestyle.

Jean Capillupo

President's report ([Pg 9 of 10 4/24/14 minutes](#)) does not report on action the Board took, or on information the Board received from RRFS, in closed session under items 5, 6, or 7.

5/22/14 Meeting

[5/22/14 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) Write-off amounts to be discussed and decided in regular session The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

5.STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS (Action May Be Taken)

6. RED RECK REPORT ON FORECLOSED HOMES

8. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session

[5/22/14 Executive Session Agenda](#) Page 1 & 2 of 6 Agenda – Board of Directors Executive Session May 22, 2014

5/22/14 on page 7 of 14 of open Board meeting minutes, item 17, documents Board action agendized as #9 of the closed session agenda, “Review of Bad Debt” (Page 2 of 6)

17. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on May 22, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the May 22, 2014 Executive Session in the amount of \$1,453.63.

[R21-052214]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of \$1,453.63 of bad debt. This write-off is the result of a bank foreclosure of a house and the write-off is the amount in excess of the Association’s nine month super-priority lien.

5/22/14 President Report on page 9 of 14 is the same as 4/24/14 Page 9 of 10. There are no minutes related to Board action or discussion on items 4 (appeals & hearing), 5 (reconciliation of all SCA accounts), 6 (RRFS foreclosure report), 7 (review of potential foreclosures) or 8 (review of properties previously actioned for foreclosure)

6/26/14 Meeting

[6/26/14 Executive Session Agenda](#)

[6/26/14 SCA BOD minutes](#)

[6/26/14 Executive Session Agenda](#)

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

**BOARD OF DIRECTORS
EXECUTIVE SESSION
June 26, 2014 @ 1:30 p.m.
Anthem Center Conference Room**

AGENDA

1. CALL TO ORDER

2. ESTABLISHMENT OF QUORUM

Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Jim Long	Secretary
Tom Nissen	Treasurer
Bella Meese	Vice President of Community Relations
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager

Red Rock Financial Services:

Christie Marling	Trustee Sale Officer, Red Rock Financial Services
Rhonda Leavitt	Document Processing Services Supervisor, Red Rock Financial Services

3. APPROVAL OF MINUTES FROM MAY 22, 2014 EXECUTIVE SESSION (Action May be Taken).

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

A spreadsheet is provided to list all properties which have been sold through a foreclosure or have active sales set.

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

**9. REVIEW OF INSURANCE CLAIMS AND INCIDENT/ACCIDENT REPORTS
(Action May Be Taken)**

10. REVIEW OF PERSONNEL MATTERS

11. ADJOURNMENT

In accordance with NRS 116.31083 the above agenda shall serve as notice of the Board of Directors meeting for the Sun City Anthem Community Association, Inc. Please note in the event of an emergency as defined in NRS 116.31083(12), the Board may take an action on an item that is not listed on the agenda as an item on which action may be taken. See, NRS 116.31083(5). Homeowners are permitted to speak to the association or executive board, unless the executive board is meeting in executive session. At the beginning of every Board Meeting, there is a member comment period for comments relating to agenda items only. At the end of every Board Meeting, there is member comment period for comments on any subject. During this period, the Board will hear member comments. The Board of Directors will not take action on comments or requests made during the comment periods. Agendas for the Board Meeting are available on the Monday prior to the meeting from the Administrative Office in the Anthem Center and on the Association's web site (www.sca-hoa.org). The Agenda is also posted on the Monday prior to the Board Meeting on the Community bulletin board in the Anthem Center. Homeowners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the homeowner, or in paper format at a cost not to exceed \$.25 per page for the first ten pages, and \$.10 per page thereafter. Copies of the minutes from a Board of Directors meeting are available from the Administrative Office. Audio copies of a Board of Directors meeting are available from the Administrative Office upon request at a cost of \$2.00 per disc. The Management Office is located in the Anthem Center, 2450 Hampton Road, Henderson, Nevada 89052. Office Hours are: Monday through Friday 8:00 a.m. – 6:00 p.m., and the first Saturday of each month from 8:00 a.m. – 12:00 p.m. The telephone number for obtaining an agenda is 614-5805.

[6/26/14 SCA BOD minutes](#)

[6/26/14 SCA BOD minutes](#)

Director comment

"Jim Long provided an update on Association-related foreclosures."

— Page 1 item 8 [6/26/14 SCA BOD minutes](#)

**SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING
June 26, 2014
Freedom Hall in Independence Center at 1:30 p.m.
Henderson, Nevada 89052**

MINUTES

- 1. CALL TO ORDER** 1:30 p.m.
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/ESTABLISH QUORUM**
Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Bella Meese	Vice President of Community Relations
Jim Long	Secretary
Tom Nissen	Treasurer
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager
Anneliese Gamboa	Executive Assistant
- 4. APPROVAL OF JUNE 26, 2014 AGENDA (Action May be Taken)**
[R01-062614] **UPON** motion duly made by Jim Long and seconded by Mike Carey, the Board unanimously approved the agenda of the Regular Session meeting dated June 26, 2014.
- 5. PRESIDENT'S REPORT**
Board President Jean Capillupo read aloud her President's Report which is attached to and made a part of these minutes (See Attachment #1).
- 6. GENERAL MANAGER'S REPORT**
General Manager William Jarrett read aloud the General Manager's Report which is attached to and made part of these minutes (See Attachment #2).
- 7. MEMBER COMMENT PERIOD**
One resident spoke during the member comment period, regarding item 17.1 on the agenda. She asked if the presenter of the motion on this item, which is a proposed new Board policy regarding discriminatory acts, would offer background to this policy and explain possible implications.
- 8. DIRECTOR COMMENT PERIOD**
Jim Long provided an update on Association-related foreclosures. Bella Meese gave an update on the Sage Mountain Ranch petition drive, noting that the City of Henderson had continued the hearing on this application to July 15, and that the petition, which to date had collected 600 hard copy signatures and 2,000 on-line signatures, would continue to that date.

Attachment #1

Sun City Anthem Community Association, Inc.

Board Meeting, June 26, 2014, 1:30 p.m.

President's Report

City of Henderson Presentation. On June 11, 2013, the Henderson City Council commissioned the Special Budget Ad Hoc Committee (SBAHC), a community-based group, to review the City's budget and operations. The SBAHC was charged with providing both short- and long-term recommendations to address the annual structural deficit of \$17 million in infrastructure needs, as well as a significant operating shortfall. The report of this special committee was presented to the City on February 18th of this year and is available on the City website. Information concerning that report was presented to our residents at a session this week on Tuesday evening. Director Jim Long, a member of the City's ad hoc committee hosted the informational meeting for Sun City Anthem.

Executive Session. At the Executive Session earlier today, our Board considered two appeals from homeowners for exemptions from our CC&Rs and one appeal to settle a delinquent account. The Board also reviewed properties that may be considered for foreclosure by the Association and reviewed other properties previously approved for foreclosure. We considered the write-off of bad debt from two properties. The Board also reviewed incident/accident reports that may result in insurance claims.

Director Liaisons. We have made a couple of minor changes to the director liaison schedule that we presented in May. Jim Mayfield will be the first liaison to the Communications Committee and Jim Long will be backup; Bella Meese will be secondary for the Covenants Committee instead of Jim Long. All other liaison relationships remain as we presented last month.

Jean Capillupo

6/26/14 minutes pg 5. #16 write off bad debt

NO ACTION ITEMS

F. Volunteer Coordinator

NO ACTION ITEMS

14. SERVICE GROUPS (Action May Be Taken)

A. Community Patrol

Operational Statistics for the month of May 2014:

Volunteers for Month	143	Vacation Home Checks	2111
Volunteer Hours	2205	Parking Reminders	16
Open Garage Doors	86	Vehicles - Miles Driven	7360
911 Lights	6		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of May 2014:

Calls Received	172	Other Assistance	23
Home Maintenance Provided	50	Monthly Support Groups	5
Equipment Provided	89	Support Group Attendance	214
Transportation Provided	8		

NO ACTION ITEMS

C. Sun City Anthem Television

NO ACTION ITEMS

15. EXPENDITURES AND CONTRACTS (Action May Be Taken)

NO ACTION ITEMS

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on June 26, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt due to foreclosures by lenders on two homes in Sun City Anthem in the amount of \$18,843.93.

[R09-062614]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of bad debt due to foreclosure by lenders on two homes in Sun City Anthem in the amount of \$18,843.93. This amount is uncollectable by the Association.

17. OTHER BUSINESS (Action May Be Taken)

1. Approval of a new proposed Board Policy – Prohibition Against Discriminatory Acts.

[R10-062614]

Jim Mayfield made a motion, seconded by Jim Long, to approve a new Board policy concerning a prohibition against discriminatory acts. Bella Meese made a motion to amend the policy as presented to add "sexual orientation" as one of the criteria within the policy. Jean Capillupo seconded the amendment. The Board unanimously voted to approve the amendment, and then unanimously approved the main motion as amended.

2. Approval of Tennis Professional Contract.

[R11-062614]

UPON motion duly made by Mike Carey and seconded by Jim Long, the Board unanimously voted to approve a contract with Rick Storozuk to provide Tennis Services on a continuous basis at the rates listed in his proposal detailed in the June 26th 2014 board book item 17.1.

7/24/14 Meeting

[7/24/14 Executive Session Agenda](#)

[7/24/14 SCA BOD minutes](#)

SCA 7/24/14 board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”-

SCA bylaws 3.21(f)(v)

2012 Board meeting agendas & minutes

Link to [2012 minutes 001-145](#)

2012 Specific SCA Board discussion of enforcement actions taken in secret

9/27/12 MINUTES

At today's executive session, our Board considered six requests for waivers of fees or fines, one request for a payment plan, and one request for variance of age requirement.

9/27/12 minutes page 10 of 13 Attachment 1 President's report

10/25/12 MINUTES

“At today's executive session, our Board considered two requests for waivers of fees or fines, one request for credit, one request for a payment plan, and one request for write off of bad debt outside of the nine month super-priority.”

10/25/12 minutes page 11 of 15 Attachment 1 President's report

11/15/12 MINUTES

“At today’s executive session, our Board considered two requests for waivers of fees or fines”

11/15/12 minutes page 11 of 15 Attachment 1 President’s report

2013 Board meeting agendas & minutes

Link to [2013 minutes 001-133](#)

2013 Specific SCA Board discussion of enforcement actions taken in secret

2/28/13 Meeting

[2/28/13 Executive Session agenda](#)

“Write off bad debt for three accounts reviewed at the 1/24/13 executive session meeting in the amount of \$3,431.39 and for one account reviewed at the February 28, 2013 Executive Session meeting in the amount of \$13,395.48, for a total of \$16,826.87 that is outside the nine (9) month super priority lien.”

[2/28/13 minutes item 17B write offs](#) President’s Report pg. 8 of 9

3/28/13 Meeting

[3/28/13 Executive Session Agenda](#)

“At our executive session today, our Board considered one request for a waiver of fines and one request for a payment agreement. ”

[3/28/13 SCA BOD minutes](#), President’s Report pg. 8 of 8

4/25/13 Meeting

[4/25/13 Executive Session Agenda](#)

“At today’s executive session, our Board considered one request for waivers of fees or fines and one request for a payment agreement.”

[4/25/13 SCA BOD minutes](#), President’s Report page 9 of 10

5/23/13 Meeting

[5/23/13 Executive Session Agenda](#)

“At today’s executive session, our Board considered one request for waiver of the minimum age requirement and one request for a waiver of late fees.”

[5/23/13 SCA BOD minutes](#) President’s Report Page 8 of 8

6/27/13 Meeting

[6/27/13 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines by Committee and take action on appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[6/27/13 Executive Session Agenda](#) #6

“At today’s executive session, our Board considered two requests for waivers of fees or fines”

[6/27/13 SCA BOD Minutes](#), President’s Report page 9 of 14

[7/18/13 SCA BOD minutes](#) There was no executive session.

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[8/1/13 Executive Session agenda](#) # 4 & 5

8/1/13 Meeting

[8/1/13 Executive Session agenda](#)

“There were no bad debt or write-offs considered at the Executive Session held earlier today. The Board considered three appeals for waivers of fines, and one appeal was returned to the committee.”

[8/1/13 BOD Minutes](#) President’s Report Page 6 of 9

8/22/13 Meeting

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[8/22/13 Executive Session agenda](#) #4 & %

“At today’s executive session, our board considered three requests for waivers and/or a reduction and/or payment plans and one appeal.”

[8/22/13 SCA BOD meeting minutes](#) President’s Report Pg 6 of 8

9/26/13 Meeting

[9/26/13 Executive Session agenda](#)

“The Board will discuss the collectability from particular owners and the potential write off of same. Write-off amounts to be discussed and decided in regular session.”

[9/26/13 Executive Session agenda](#) #6

“At today’s executive session, your Board considered six appeals including waiver of late fees, fines or requests for payment plans.”

[9/26/13 SCA BOD Meeting minutes](#), President’s Report: Page 8 of 20

10/24/13 Meeting

[10/24/13 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)
The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors

6. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[10/24/13 Executive Session Agenda](#) #4-6

“At today’s our Board considered two requests for payment plans of delinquent assessments or waivers of fees and/or fines. We approved foreclosure proceedings on five properties and took no action on bad debt.”

[10/24/13 SCA BOD Minutes](#), President’s report page 11 of 25

[Link to “Deceptive disclosures: SCA Board 12/5/13 meeting vs. SCA 315 & RRFS 128”](#)

[12/5/13 Executive Session Agenda](#)

“6. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)
The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

7. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[12/5/13 Executive Session Agenda #6-8](#)

(minutes of open session, page 8 of 9)

“17. REVIEW OF BAD DEBT & WRITE-OFFS

“The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien. “

[12/5/13 SCA BOD minutes](#), page 8 of 11
President’s report -actions in closed session

“At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon’s session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President’s Report in this month’s Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result. plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon’s executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year. “

[12/5/13 BOD minutes, page 9 of 11](#)

**PAGE 2 RESOLUTION [R05-120213] THAT SCA 315
ALLEGED WAS APPROVAL OF THE SALE**

“[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting. “

[12/5/13 Minutes Pg 2\] Resolution \[R05-120513\]](#)

2014 Board meeting agendas & minutes

Link to [2014 minutes 001-187](#)

2014 Specific SCA Board discussion of enforcement actions taken in secret

SCA board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”

SCA bylaws 3.21(f)(v)

1/23/14 Meeting

[1/23/14 SCA BOD Executive Session Agenda](#)

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May BeTaken)

7. UPDATE ON PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE8.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.”

[1/23/14 SCA BOD Executive Session Agenda](#)

“”In our executive session held this morning, our Board heard appeals from residents regarding assessment payments and other issues of enforcement and acted to write off bad debts in the amount of \$18,349.17”

[1/23/14 SCA BOD Meeting Minutes](#) President’s Report Page 9 of 13
[1/23/14 SCA BOD Executive Session Agenda](#)

[R25-012314] UPON motion duly made by Jean Capillupo and seconded by Dan Folgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the January 23, 2014 meeting in the amount of \$18,349.17. “

[1/23/14 SCA BOD Meeting Minutes](#) , Pages 7-8, item 18

2/27/14 Meeting

[2/27/14 Executive Session Agenda](#)

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5.STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF PRE-COLLECTION ACCOUNTS (Action May be Taken)

7.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8.REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

[2/27/14 Executive Session Agenda](#)

[2/27/14 SCA BOD minutes](#)

Attachment #1

President's Report

SCA Board Meeting, February 27, 2014

An important project of our Board reached near fruition earlier this week – an almost final draft of a new Policy Manual was completed at a Board meeting on Tuesday afternoon. This Manual is the result of work over the last fourteen months beginning with a three-day session with a consultant last January. It is our intent that this document will define the roles and responsibilities of the Board, detail how the Association operates and clearly outline the responsibilities of the management company. The target date for the completed Manual to be posted on the website is March 13th, providing members and residents time to review it before adoption at the March 27th regular meeting.

On March 13th at 7:00 in the evening in the Delaware Room of Anthem Center, our Board is planning an informational workshop to present and discuss the new management contract. This project, just like the Policy Manual, has been a long time in preparation. The process began with discussions about what we expect in a management company through the drafting of an RFP, the acceptance of proposals, and the final selection of a management company. A report on the negotiations toward that contract are progressing, and later in this meeting a report will be given by a member of the negotiating group. Additionally, attached to the agenda for this meeting, is a Letter of Intent stating the major elements of the contract already agreed upon by both parties.

Our Board continues to work through member accounts that are in serious arrears. We have taken action to foreclose on some, and continue to contact others in an attempt to bring all accounts current. When a homeowner fails to pay their authorized assessments, an added burden falls on those who do pay as they should. Our board believes it is not in the best interests of our Association to sit back and allow certain homeowners to continually neglect their financial responsibilities.

As of this meeting, our Board has acted to foreclose on a total of nineteen homes and, as of this date, five have been sold at auction. On all five of those accounts, the Association was made whole and collected past due assessments, costs of collection, interest, late fees and fines. On the other homes, many owners have entered a payment plan, some have paid the amounts due in full and some have been foreclosed on by other entities such as a mortgage holder or the City of Henderson.

As I mentioned above, our Board does not take these actions easily. We initiate several contacts with homeowners throughout to make sure they understand the consequences of nonpayment. The Board conducts hearings, offers payment plans and otherwise acts to encourage and allow homeowners to pay their just debt to the Association.

I also want to add that at our Agenda Review session on Tuesday many in the audience indicated they liked the setup with tables in the Delaware Room. After inquiring about the availability of Delaware, I discovered there are many conflicts. So you can mark your calendars that we will continue meeting in Arlington-Bristol, but we will have a setup with tables for those in the audience. I hope this is helpful to those who attend these workshops.

Jean Capillupo

2/27/14 President's Report

Item 17 Bad debt write off, Pg 6 of 15

17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on February 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting in the amount of \$332.92.

[R15-022714] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously approved the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session in the amount of \$332.92.

3/27/14 Meeting

3/27/14 Executive Session Agenda

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests. (Action May be Taken)

5. STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken) Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken) 8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

3/27/14 Executive Session Agenda

3/27/14 Item 18 Bad debt write off

Page 7 of 36 [3/27/14 SCA BOD minutes](#)

18. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on March 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting.

[R19-032714]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the March 27, 2014 Executive Session in the amount of \$17,127.39.

[3/27/14 SCA BOD minutes](#)

4/24/14 Meeting

[4/24/14 Executive Session Agenda](#)

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

4/24/14 minutes of open session item 16 approved the action the Board took in executive session under agenda item 8.

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on April 24, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

[R13-042414]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously voted to approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

[4/24/14 SCA BOD minutes](#) President's Report on page 9 of 10 did not include any report of the action the Board took, or the information the Board received, under items 5, 6, or 7.

Attachment #1

SCA Board Meeting, April 24, 2014

President's Report

VOLUNTEERS. On April 4, Sun City Anthem hosted hundreds of volunteers who have given their time, expertise, financial resources and commitment to help our community operate as it should. From all reports, the event was a tremendous success. Thanks go to Volunteer Coordinator Karen Lotspiech and Maurice Talley and his staff in the Activities Department for the excellent work done to plan and carry out this event. Again, major thanks go to the volunteers who make this Association hum.

SAGE MOUNTAIN DEVELOPMENT. At our Board meeting last month, in a motion presented by Dan Forgeron, our Board formalized our opposition to the proposed change in City of Henderson zoning for the Sage Mountain Ranch development at the corner of Volunteer Blvd. and St. Rose Parkway. Following that action, the City of Henderson has been contacted by Bella Meese and City representatives have been made known of our strong opposition to this rezoning proposal. To our knowledge at this point, the matter will come before the City Council in June. Board members and others in our community are encouraged to keep informed about the coming action. I plan to issue eblasts to SCA residents to help with this process.

In making the decision to oppose this proposed action by the City, the Board noted that approval would mean increased air traffic and the resultant noise over Sun City Anthem and the increased concerns for safety of our residents brought on by low-flying aircraft. Further, the long term effect would be a negative impact on our property values and lifestyle.

Jean Capillupo

President's report ([Pg 9 of 10 4/24/14 minutes](#)) does not report on action the Board

took, or on information the Board received from RRFS, in closed session under items 5, 6, or 7.

5/22/14 Meeting

[5/22/14 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) Write-off amounts to be discussed and decided in regular session The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

5.STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS (Action May Be Taken)

6. RED RECK REPORT ON FORECLOSED HOMES

8. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session

[5/22/14 Executive Session Agenda](#) Page 1 & 2 of 6 Agenda – Board of Directors
Executive Session May 22, 2014

5/22/14 on page 7 of 14 of open Board meeting minutes, item 17, documents Board action agendized as #9 of the closed session agenda, "Review of Bad Debt" (Page 2 of 6)

17. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on May 22, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the May 22, 2014 Executive Session in the amount of \$1,453.63.

[R21-052214]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of \$1,453.63 of bad debt. This write-off is the result of a bank foreclosure of a house and the write-off is the amount in excess of the Association's nine month super-priority lien.

5/22/14 President Report on page 9 of 14 is the same as 4/24/14 Page 9 of 10. There are no minutes related to Board action or discussion on items 4 (appeals & hearing), 5 (reconciliation of all SCA accounts), 6 (RRFS foreclosure report), 7 (review of potential foreclosures) or 8 (review of properties previously actioned for foreclosure)

Attachment #1

SCA Board Meeting, April 24, 2014

President's Report

VOLUNTEERS. On April 4, Sun City Anthem hosted hundreds of volunteers who have given their time, expertise, financial resources and commitment to help our community operate as it should. From all reports, the event was a tremendous success. Thanks go to Volunteer Coordinator Karen Lotspiech and Maurice Talley and his staff in the Activities Department for the excellent work done to plan and carry out this event. Again, major thanks go to the volunteers who make this Association hum.

SAGE MOUNTAIN DEVELOPMENT. At our Board meeting last month, in a motion presented by Dan Forgeron, our Board formalized our opposition to the proposed change in City of Henderson zoning for the Sage Mountain Ranch development at the corner of Volunteer Blvd. and St. Rose Parkway. Following that action, the City of Henderson has been contacted by Bella Meese and City representatives have been made known of our strong opposition to this rezoning proposal. To our knowledge at this point, the matter will come before the City Council in June. Board members and others in our community are encouraged to keep informed about the coming action. I plan to issue eblasts to SCA residents to help with this process.

In making the decision to oppose this proposed action by the City, the Board noted that approval would mean increased air traffic and the resultant noise over Sun City Anthem and the increased concerns for safety of our residents brought on by low-flying aircraft. Further, the long term effect would be a negative impact on our property values and lifestyle.

Jean Capillupo

President's report (Pg 9 of 14 5/22/14 minutes) does not report on action the Board took, or on information the Board received from RRFS, in closed session under items 5, 6, or 7.

6/26/14 Meeting

[6/26/14 Executive Session Agenda](#)

[6/26/14 SCA BOD minutes](#)

[6/26/14 Executive Session Agenda](#)

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

BOARD OF DIRECTORS EXECUTIVE SESSION June 26, 2014 @ 1:30 p.m. Anthem Center Conference Room

AGENDA

1. CALL TO ORDER

2. ESTABLISHMENT OF QUORUM

Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Jim Long	Secretary
Tom Nissen	Treasurer
Bella Meese	Vice President of Community Relations
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager

Red Rock Financial Services:

Christie Marling	Trustee Sale Officer, Red Rock Financial Services
Rhonda Leavitt	Document Processing Services Supervisor, Red Rock Financial Services

3. APPROVAL OF MINUTES FROM MAY 22, 2014 EXECUTIVE SESSION (Action May be Taken).

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

A spreadsheet is provided to list all properties which have been sold through a foreclosure or have active sales set.

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

**9. REVIEW OF INSURANCE CLAIMS AND INCIDENT/ACCIDENT REPORTS
(Action May Be Taken)**

10. REVIEW OF PERSONNEL MATTERS

11. ADJOURNMENT

In accordance with NRS 116.31083 the above agenda shall serve as notice of the Board of Directors meeting for the Sun City Anthem Community Association, Inc. Please note in the event of an emergency as defined in NRS 116.31083(12), the Board may take an action on an item that is not listed on the agenda as an item on which action may be taken. See, NRS 116.31083(5). Homeowners are permitted to speak to the association or executive board, unless the executive board is meeting in executive session. At the beginning of every Board Meeting, there is a member comment period for comments relating to agenda items only. At the end of every Board Meeting, there is member comment period for comments on any subject. During this period, the Board will hear member comments. The Board of Directors will not take action on comments or requests made during the comment periods. Agendas for the Board Meeting are available on the Monday prior to the meeting from the Administrative Office in the Anthem Center and on the Association's web site (www.sca-hoa.org). The Agenda is also posted on the Monday prior to the Board Meeting on the Community bulletin board in the Anthem Center. Homeowners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the homeowner, or in paper format at a cost not to exceed \$.25 per page for the first ten pages, and \$.10 per page thereafter. Copies of the minutes from a Board of Directors meeting are available from the Administrative Office. Audio copies of a Board of Directors meeting are available from the Administrative Office upon request at a cost of \$2.00 per disc. The Management Office is located in the Anthem Center, 2450 Hampton Road, Henderson, Nevada 89052. Office Hours are: Monday through Friday 8:00 a.m. – 6:00 p.m., and the first Saturday of each month from 8:00 a.m. – 12:00 p.m. The telephone number for obtaining an agenda is 614-5805.

[6/26/14 SCA BOD minutes](#)

Director comment

“Jim Long provided an update on Association-related foreclosures.”

Page 1 item 8 [6/26/14 SCA BOD minutes](#)

**SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING**

June 26, 2014

**Freedom Hall in Independence Center at 1:30 p.m.
Henderson, Nevada 89052**

MINUTES

- 1. CALL TO ORDER 1:30 p.m.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/ESTABLISH QUORUM**
Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Bella Meese	Vice President of Community Relations
Jim Long	Secretary
Tom Nissen	Treasurer
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager
Anneliese Gamboa	Executive Assistant
- 4. APPROVAL OF JUNE 26, 2014 AGENDA (Action May be Taken)**
[R01-062614] **UPON** motion duly made by Jim Long and seconded by Mike Carey, the Board unanimously approved the agenda of the Regular Session meeting dated June 26, 2014.
- 5. PRESIDENT'S REPORT**
Board President Jean Capillupo read aloud her President's Report which is attached to and made a part of these minutes (See Attachment #1).
- 6. GENERAL MANAGER'S REPORT**
General Manager William Jarrett read aloud the General Manager's Report which is attached to and made part of these minutes (See Attachment #2).
- 7. MEMBER COMMENT PERIOD**
One resident spoke during the member comment period, regarding item 17.1 on the agenda. She asked if the presenter of the motion on this item, which is a proposed new Board policy regarding discriminatory acts, would offer background to this policy and explain possible implications.
- 8. DIRECTOR COMMENT PERIOD**
Jim Long provided an update on Association-related foreclosures. Bella Meese gave an update on the Sage Mountain Ranch petition drive, noting that the City of Henderson had continued the hearing on this application to July 15, and that the petition, which to date had collected 600 hard copy signatures and 2,000 on-line signatures, would continue to that date.

minutes

Attachment #1

Sun City Anthem Community Association, Inc.

Board Meeting, June 26, 2014, 1:30 p.m.

President's Report

City of Henderson Presentation. On June 11, 2013, the Henderson City Council commissioned the Special Budget Ad Hoc Committee (SBAHC), a community-based group, to review the City's budget and operations. The SBAHC was charged with providing both short- and long-term recommendations to address the annual structural deficit of \$17 million in infrastructure needs, as well as a significant operating shortfall. The report of this special committee was presented to the City on February 18th of this year and is available on the City website. Information concerning that report was presented to our residents at a session this week on Tuesday evening. Director Jim Long, a member of the City's ad hoc committee hosted the informational meeting for Sun City Anthem.

Executive Session. At the Executive Session earlier today, our Board considered two appeals from homeowners for exemptions from our CC&Rs and one appeal to settle a delinquent account. The Board also reviewed properties that may be considered for foreclosure by the Association and reviewed other properties previously approved for foreclosure. We considered the write-off of bad debt from two properties. The Board also reviewed incident/accident reports that may result in insurance claims.

Director Liaisons. We have made a couple of minor changes to the director liaison schedule that we presented in May. Jim Mayfield will be the first liaison to the Communications Committee and Jim Long will be backup; Bella Meese will be secondary for the Covenants Committee instead of Jim Long. All other liaison relationships remain as we presented last month.

Jean Capillupo

6/26/14 minutes pg 5. #16 write off bad debt

NO ACTION ITEMS

F. Volunteer Coordinator

NO ACTION ITEMS

14. SERVICE GROUPS (Action May Be Taken)

A. Community Patrol

Operational Statistics for the month of May 2014:

Volunteers for Month	143	Vacation Home Checks	2111
Volunteer Hours	2205	Parking Reminders	16
Open Garage Doors	86	Vehicles - Miles Driven	7360
911 Lights	6		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of May 2014:

Calls Received	172	Other Assistance	23
Home Maintenance Provided	50	Monthly Support Groups	5
Equipment Provided	89	Support Group Attendance	214
Transportation Provided	8		

NO ACTION ITEMS

C. Sun City Anthem Television

NO ACTION ITEMS

15. EXPENDITURES AND CONTRACTS (Action May Be Taken)

NO ACTION ITEMS

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on June 26, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt due to foreclosures by lenders on two homes in Sun City Anthem in the amount of \$18,843.93.

[R09-062614]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of bad debt due to foreclosure by lenders on two homes in Sun City Anthem in the amount of \$18,843.93. This amount is uncollectable by the Association.

17. OTHER BUSINESS (Action May Be Taken)

1. Approval of a new proposed Board Policy – Prohibition Against Discriminatory Acts.

[R10-062614]

Jim Mayfield made a motion, seconded by Jim Long, to approve a new Board policy concerning a prohibition against discriminatory acts. Bella Meese made a motion to amend the policy as presented to add “sexual orientation” as one of the criteria within the policy. Jean Capillupo seconded the amendment. The Board unanimously voted to approve the amendment, and then unanimously approved the main motion as amended.

2. Approval of Tennis Professional Contract.

[R11-062614]

UPON motion duly made by Mike Carey and seconded by Jim Long, the Board unanimously voted to approve a contract with Rick Storozuk to provide Tennis Services on a continuous basis at the rates listed in his proposal detailed in the June 26th 2014 board book item 17.1.

7/24/14 Meeting

[7/24/14 Executive Session Agenda](#)

[7/24/14 SCA BOD minutes](#)

SCA 7/24/14 board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

**BOARD OF DIRECTORS
EXECUTIVE SESSION
July 24, 2014 @ 9:00 a.m.
Anthem Center Conference Room**

AGENDA

1. **CALL TO ORDER**
2. **ESTABLISHMENT OF QUORUM**
Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Jim Long	Secretary
Tom Nissen	Treasurer
Bella Meese	Vice President of Community Relations
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager

Red Rock Financial Services:

Christie Marling	Trustee Sale Officer, Red Rock Financial Services
------------------	---
3. **APPROVAL OF MINUTES FROM JUNE 26, 2014 EXECUTIVE SESSION (Action May be Taken).**
4. **ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)**
The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.
5. **RED ROCK REPORT ON PROPERTIES SOLD THROUGH FORECLOSURE OR WITH ACTIVE SALES SET**
The Board reviewed and discussed a spreadsheet illustrating the properties that the Board had directed to the foreclosure process, where a sale occurred or is set.
6. **REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)**
7. **REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE**

2012 Board meeting agendas & minutes

Link to [2012 minutes 001-145](#)

2012 Specific SCA Board discussion of enforcement actions taken in secret

9/27/12 MINUTES

At today's executive session, our Board considered six requests for waivers of fees or fines, one request for a payment plan, and one request for variance of age requirement.

9/27/12 minutes page 10 of 13 Attachment 1 President's report

10/25/12 MINUTES

"At today's executive session, our Board considered two requests for waivers of fees or fines, one request for credit, one request for a payment plan, and one request for write off of bad debt outside of the nine month super-priority."

10/25/12 minutes page 11 of 15 Attachment 1 President's report

11/15/12 MINUTES

"At today's executive session, our Board considered two requests for waivers of fees or fines"

11/15/12 minutes page 11 of 15 Attachment 1 President's report

2013 Board meeting agendas & minutes

Link to [2013 minutes 001-133](#)

2013 Specific SCA Board discussion of enforcement actions taken in secret

2/28/13 Meeting

2/28/13 Executive Session agenda

“Write off bad debt for three accounts reviewed at the 1/24/13 executive session meeting in the amount of \$3,431.39 and for one account reviewed at the February 28, 2013 Executive Session meeting in the amount of \$13,395.48, for a total of \$16,826.87 that is outside the nine (9) month super priority lien.”

[2/28/13 minutes item 17B write offs](#) President’s Report pg. 8 of 9

3/28/13 Meeting

3/28/13 Executive Session Agenda

“At our executive session today, our Board considered one request for a waiver of fines and one request for a payment agreement.”

[3/28/13 SCA BOD minutes](#), President’s Report pg. 8 of 8

4/25/13 Meeting

4/25/13 Executive Session Agenda

“At today’s executive session, our Board considered one request for waivers of fees or fines and one request for a payment agreement.”

[4/25/13 SCA BOD minutes](#), President’s Report page 9 of 10

5/23/13 Meeting

5/23/13 Executive Session Agenda

“At today’s executive session, our Board considered one request for waiver of the minimum age requirement and one request for a waiver of late fees.”

[5/23/13 SCA BOD minutes](#) President’s Report Page 8 of 8

6/27/13 Meeting

6/27/13 Executive Session Agenda

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines by Committee and take action on appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

6/27/13 Executive Session Agenda #6

“At today’s executive session, our Board considered two requests for waivers of fees or fines”

[6/27/13 SCA BOD Minutes](#), President’s Report page 9 of 14

[7/18/13 SCA BOD minutes](#) There was no executive session.

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

8/1/13 Executive Session agenda # 4 & 5

8/1/13 Meeting

[8/1/13 Executive Session agenda](#)

“There were no bad debt or write-offs considered at the Executive Session held earlier today. The Board considered three appeals for waivers of fines, and one appeal was returned to the committee.”

[8/1/13 BOD Minutes](#) President’s Report Page 6 of 9

8/22/13 Meeting

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

[8/22/13 Executive Session agenda](#) #4 & %

“At today’s executive session, our board considered three requests for waivers and/or a reduction and/or payment plans and one appeal.”

[8/22/13 SCA BOD meeting minutes](#) President’s Report Pg 6 of 8

9/26/13 Meeting

[9/26/13 Executive Session agenda](#)

“The Board will discuss the collectability from particular owners and the potential write off of same. Write-off amounts to be discussed and decided in regular session.”

[9/26/13 Executive Session agenda](#) #6

“At today’s executive session, your Board considered six appeals including waiver of late fees, fines or requests for payment plans.”

10/24/13 Meeting

[10/24/13 Executive Session Agenda](#)

"4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors

6. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. "

[10/24/13 Executive Session Agenda](#) #4-6

"At today's our Board considered two requests for payment plans of delinquent assessments or waivers of fees and/or fines. We approved foreclosure proceedings on five properties and took no action on bad debt."

[10/24/13 SCA BOD Minutes](#), President's report page 11 of 25

[Link to "Deceptive disclosures: SCA Board 12/5/13 meeting vs. SCA 315 & RRFS 128"](#)

[12/5/13 Executive Session Agenda](#)

"6. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

7. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session. “

12/5/13 Executive Session Agenda #6-8

(minutes of open session, page 8 of 9)

“17. REVIEW OF BAD DEBT & WRITE-OFFS

“The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien. “

12/5/13 SCA BOD minutes, page 8 of 11

President's report -actions in closed session

“At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon's session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President's Report in this month's Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October,

at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result. plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon's executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year. “

[12/5/13 BOD minutes, page 9 of 11](#)

PAGE 2 RESOLUTION [R05-120213] THAT SCA 315 ALLEGED WAS APPROVAL OF THE SALE

“[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting. “

[12/5/13 Minutes Pg 2\] Resolution \[R05-120513\]](#)

2014 Board meeting agendas & minutes

Link to [2014 minutes 001-187](#)

2014 Specific SCA Board discussion of enforcement actions taken in secret

SCA board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”

SCA bylaws 3.21(f)(v)

1/23/14 Meeting

1/23/14 SCA BOD Executive Session Agenda

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May BeTaken)

7. UPDATE ON PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE8.

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.”

1/23/14 SCA BOD Executive Session Agenda

“”In our executive session held this morning, our Board heard appeals from residents regarding assessment payments and other issues of enforcement and acted to write off bad debts in the amount of \$18,349.17”

1/23/14 SCA BOD Meeting Minutes President’s Report Page 9 of 13

1/23/14 SCA BOD Executive Session Agenda

[R25-012314] UPON motion duly made by Jean Capillupo and seconded by Dan Folgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the January 23, 2014 meeting in the amount of \$18,349.17. “

1/23/14 SCA BOD Meeting Minutes , Pages 7-8, item 18

2/27/14 Meeting

2/27/14 Executive Session Agenda

“4.ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5.STATUS OF ALL SCA ACCOUNTS AT RRFS (Action May be Taken)

6.REVIEW OF PRE-COLLECTION ACCOUNTS (Action May be Taken)

7.REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

8.REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9.REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

2/27/14 Executive Session Agenda **2/27/14 SCA BOD minutes**

2/27/14 President's Report

Attachment #1

President's Report

SCA Board Meeting, February 27, 2014

An important project of our Board reached near fruition earlier this week – an almost final draft of a new Policy Manual was completed at a Board meeting on Tuesday afternoon. This Manual is the result of work over the last fourteen months beginning with a three-day session with a consultant last January. It is our intent that this document will define the roles and responsibilities of the Board, detail how the Association operates and clearly outline the responsibilities of the management company. The target date for the completed Manual to be posted on the website is March 13th, providing members and residents time to review it before adoption at the March 27th regular meeting.

On March 13th at 7:00 in the evening in the Delaware Room of Anthem Center, our Board is planning an informational workshop to present and discuss the new management contract. This project, just like the Policy Manual, has been a long time in preparation. The process began with discussions about what we expect in a management company through the drafting of an RFP, the acceptance of proposals, and the final selection of a management company. A report on the negotiations toward that contract are progressing, and later in this meeting a report will be given by a member of the negotiating group. Additionally, attached to the agenda for this meeting, is a Letter of Intent stating the major elements of the contract already agreed upon by both parties.

Our Board continues to work through member accounts that are in serious arrears. We have taken action to foreclose on some, and continue to contact others in an attempt to bring all accounts current. When a homeowner fails to pay their authorized assessments, an added burden falls on those who do pay as they should. Our board believes it is not in the best interests of our Association to sit back and allow certain homeowners to continually neglect their financial responsibilities.

As of this meeting, our Board has acted to foreclose on a total of nineteen homes and, as of this date, five have been sold at auction. On all five of those accounts, the Association was made whole and collected past due assessments, costs of collection, interest, late fees and fines. On the other homes, many owners have entered a payment plan, some have paid the amounts due in full and some have been foreclosed on by other entities such as a mortgage holder or the City of Henderson.

As I mentioned above, our Board does not take these actions easily. We initiate several contacts with homeowners throughout to make sure they understand the consequences of nonpayment. The Board conducts hearings, offers payment plans and otherwise acts to encourage and allow homeowners to pay their just debt to the Association.

I also want to add that at our Agenda Review session on Tuesday many in the audience indicated they liked the setup with tables in the Delaware Room. After inquiring about the availability of Delaware, I discovered there are many conflicts. So you can mark your calendars that we will continue meeting in Arlington-Bristol, but we will have a setup with tables for those in the audience. I hope this is helpful to those who attend these workshops.

Jean Capillupo

Item 17 Bad debt write off, Pg 6 of 15

17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on February 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting in the amount of \$332.92.

[R15-022714] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously approved the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session in the amount of \$332.92.

3/27/14 Meeting

3/27/14 Executive Session Agenda

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests. (Action May be Taken)

5. STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken) Red Rock Financial Services will provide background documentation to support discussion of these properties by the Board of Directors.

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken) 8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

3/27/14 Executive Session Agenda

3/27/14 Item 18 Bad debt write off

18. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on March 27, 2014, reviewed the possible write-off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the February 27, 2014 Executive Session meeting.

[R19-032714]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously approved the write-off of bad debt for accounts reviewed at the March 27, 2014 Executive Session in the amount of \$17,127.39.

[3/27/14 SCA BOD minutes](#)

4/24/14 Meeting

[4/24/14 Executive Session Agenda](#)

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

8. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

[4/24/14 Executive Session Agenda](#) PAGE 1 -2 OF 2

See [4/24/14 SCA BOD minutes](#)

4/24/14 minutes of open session item 16 approved the action the Board took in executive session under agenda item 8.

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on April 24, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

[R13-042414]

UPON motion duly made by Jean Capillupo and seconded by Dan Forgeron, the Board unanimously voted to approve the write-off of bad debt for accounts reviewed at the April 24, 2014 Executive Session in the amount of \$28,047.61.

[4/24/14 SCA BOD minutes](#) President's Report on page 9 of 10 did not include any report of the action the Board took, or the information the Board received, under

Attachment #1

SCA Board Meeting, April 24, 2014
President's Report

VOLUNTEERS. On April 4, Sun City Anthem hosted hundreds of volunteers who have given their time, expertise, financial resources and commitment to help our community operate as it should. From all reports, the event was a tremendous success. Thanks go to Volunteer Coordinator Karen Lotspiech and Maurice Talley and his staff in the Activities Department for the excellent work done to plan and carry out this event. Again, major thanks go to the volunteers who make this Association hum.

SAGE MOUNTAIN DEVELOPMENT. At our Board meeting last month, in a motion presented by Dan Forgeron, our Board formalized our opposition to the proposed change in City of Henderson zoning for the Sage Mountain Ranch development at the corner of Volunteer Blvd. and St. Rose Parkway. Following that action, the City of Henderson has been contacted by Bella Meese and City representatives have been made known of our strong opposition to this rezoning proposal. To our knowledge at this point, the matter will come before the City Council in June. Board members and others in our community are encouraged to keep informed about the coming action. I plan to issue eblasts to SCA residents to help with this process.

In making the decision to oppose this proposed action by the City, the Board noted that approval would mean increased air traffic and the resultant noise over Sun City Anthem and the increased concerns for safety of our residents brought on by low-flying aircraft. Further, the long term effect would be a negative impact on our property values and lifestyle.

Jean Capillupo

items 5, 6, or 7.

President's report ([Pg 9 of 10 4/24/14 minutes](#)) does not report on action the Board took, or on information the Board received from RRFS, in closed session under items 5, 6, or 7.

5/22/14 Meeting

[5/22/14 Executive Session Agenda](#)

“4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken) Write-off amounts to be discussed and decided in regular session The Board will discuss the collectability from particular unit owners and potential write-offs for the same.

5.STATUS AND RECONCILIATION OF ALL SCA ACCOUNTS (Action May Be Taken)

6. RED RECK REPORT ON FORECLOSED HOMES

8. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE (Action May be Taken)

9. REVIEW OF BAD DEBT & WRITE-OFFS The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session

[5/22/14 Executive Session Agenda](#) Page 1 & 2 of 6 Agenda – Board of Directors
Executive Session May 22, 2014

5/22/14 on page 7 of 14 of open Board meeting minutes, item 17, documents Board action agenda as #9 of the closed session agenda, "Review of Bad Debt" (Page 2 of 6)

17. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on May 22, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt for accounts reviewed at the May 22, 2014 Executive Session in the amount of \$1,453.63.

[R21-052214]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of \$1,453.63 of bad debt. This write-off is the result of a bank foreclosure of a house and the write-off is the amount in excess of the Association's nine month super-priority lien.

5/22/14 President Report on page 9 of 14 is the same as 4/24/14 Page 9 of 10. There are no minutes related to Board action or discussion on items 4 (appeals & hearing), 5 (reconciliation of all SCA accounts), 6 (RRFS foreclosure report), 7 (review of potential foreclosures) or 8 (review of properties previously actioned for foreclosure)

Attachment #1

SCA Board Meeting, April 24, 2014
President's Report

VOLUNTEERS. On April 4, Sun City Anthem hosted hundreds of volunteers who have given their time, expertise, financial resources and commitment to help our community operate as it should. From all reports, the event was a tremendous success. Thanks go to Volunteer Coordinator Karen Lotspiech and Maurice Talley and his staff in the Activities Department for the excellent work done to plan and carry out this event. Again, major thanks go to the volunteers who make this Association hum.

SAGE MOUNTAIN DEVELOPMENT. At our Board meeting last month, in a motion presented by Dan Forgeron, our Board formalized our opposition to the proposed change in City of Henderson zoning for the Sage Mountain Ranch development at the corner of Volunteer Blvd. and St. Rose Parkway. Following that action, the City of Henderson has been contacted by Bella Meese and City representatives have been made known of our strong opposition to this rezoning proposal. To our knowledge at this point, the matter will come before the City Council in June. Board members and others in our community are encouraged to keep informed about the coming action. I plan to issue eblasts to SCA residents to help with this process.

In making the decision to oppose this proposed action by the City, the Board noted that approval would mean increased air traffic and the resultant noise over Sun City Anthem and the increased concerns for safety of our residents brought on by low-flying aircraft. Further, the long term effect would be a negative impact on our property values and lifestyle.

Jean Capillupo

resident's report (Pg 9 of 14 5/22/14 minutes) does not report on action the Board took, or on information the Board received from RRFS, in closed session under items 5, 6, or 7.

6/26/14 Meeting

[6/26/14 Executive Session Agenda](#)

[6/26/14 SCA BOD minutes](#)

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

BOARD OF DIRECTORS EXECUTIVE SESSION June 26, 2014 @ 1:30 p.m. Anthem Center Conference Room

AGENDA

1. CALL TO ORDER

2. ESTABLISHMENT OF QUORUM

Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Jim Long	Secretary
Tom Nissen	Treasurer
Bella Meese	Vice President of Community Relations
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager

Red Rock Financial Services:

Christie Marling	Trustee Sale Officer, Red Rock Financial Services
Rhonda Leavitt	Document Processing Services Supervisor, Red Rock Financial Services

3. APPROVAL OF MINUTES FROM MAY 22, 2014 EXECUTIVE SESSION (Action May be Taken).

4. ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)

The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.

5. RED ROCK REPORT ON FORECLOSED HOMES

A spreadsheet is provided to list all properties which have been sold through a foreclosure or have active sales set.

6. REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)

7. REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE

8. **REVIEW OF BAD DEBT & WRITE-OFFS**
The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.
9. **REVIEW OF INSURANCE CLAIMS AND INCIDENT/ACCIDENT REPORTS
(Action May Be Taken)**
10. **REVIEW OF PERSONNEL MATTERS**
11. **ADJOURNMENT**

In accordance with NRS 116.31083 the above agenda shall serve as notice of the Board of Directors meeting for the Sun City Anthem Community Association, Inc. Please note in the event of an emergency as defined in NRS 116.31083(12), the Board may take an action on an item that is not listed on the agenda as an item on which action may be taken. See, NRS 116.31083(5). Homeowners are permitted to speak to the association or executive board, unless the executive board is meeting in executive session. At the beginning of every Board Meeting, there is a member comment period for comments relating to agenda items only. At the end of every Board Meeting, there is member comment period for comments on any subject. During this period, the Board will hear member comments. The Board of Directors will not take action on comments or requests made during the comment periods. Agendas for the Board Meeting are available on the Monday prior to the meeting from the Administrative Office in the Anthem Center and on the Association's web site (www.sca-hoa.org). The Agenda is also posted on the Monday prior to the Board Meeting on the Community bulletin board in the Anthem Center. Homeowners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the homeowner, or in paper format at a cost not to exceed \$.25 per page for the first ten pages, and \$.10 per page thereafter. Copies of the minutes from a Board of Directors meeting are available from the Administrative Office. Audio copies of a Board of Directors meeting are available from the Administrative Office upon request at a cost of \$2.00 per disc. The Management Office is located in the Anthem Center, 2450 Hampton Road, Henderson, Nevada 89052. Office Hours are: Monday through Friday 8:00 a.m. – 6:00 p.m., and the first Saturday of each month from 8:00 a.m. – 12:00 p.m. The telephone number for obtaining an agenda is 614-5805.

[6/26/14 SCA BOD minutes](#)

Director comment

“Jim Long provided an update on Association-related foreclosures.”

Page 1 item 8 [6/26/14 SCA BOD minutes](#)

**SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING**

June 26, 2014

**Freedom Hall in Independence Center at 1:30 p.m.
Henderson, Nevada 89052**

MINUTES

- 1. CALL TO ORDER 1:30 p.m.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/ESTABLISH QUORUM**
Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Bella Meese	Vice President of Community Relations
Jim Long	Secretary
Tom Nissen	Treasurer
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager
Anneliese Gamboa	Executive Assistant
- 4. APPROVAL OF JUNE 26, 2014 AGENDA (Action May be Taken)**
[R01-062614] **UPON** motion duly made by Jim Long and seconded by Mike Carey, the Board unanimously approved the agenda of the Regular Session meeting dated June 26, 2014.
- 5. PRESIDENT'S REPORT**
Board President Jean Capillupo read aloud her President's Report which is attached to and made a part of these minutes (See Attachment #1).
- 6. GENERAL MANAGER'S REPORT**
General Manager William Jarrett read aloud the General Manager's Report which is attached to and made part of these minutes (See Attachment #2).
- 7. MEMBER COMMENT PERIOD**
One resident spoke during the member comment period, regarding item 17.1 on the agenda. She asked if the presenter of the motion on this item, which is a proposed new Board policy regarding discriminatory acts, would offer background to this policy and explain possible implications.
- 8. DIRECTOR COMMENT PERIOD**
Jim Long provided an update on Association-related foreclosures. Bella Meese gave an update on the Sage Mountain Ranch petition drive, noting that the City of Henderson had continued the hearing on this application to July 15, and that the petition, which to date had collected 600 hard copy signatures and 2,000 on-line signatures, would continue to that date.

minutes

Attachment #1

Sun City Anthem Community Association, Inc.

Board Meeting, June 26, 2014, 1:30 p.m.

President's Report

City of Henderson Presentation. On June 11, 2013, the Henderson City Council commissioned the Special Budget Ad Hoc Committee (SBAHC), a community-based group, to review the City's budget and operations. The SBAHC was charged with providing both short- and long-term recommendations to address the annual structural deficit of \$17 million in infrastructure needs, as well as a significant operating shortfall. The report of this special committee was presented to the City on February 18th of this year and is available on the City website. Information concerning that report was presented to our residents at a session this week on Tuesday evening. Director Jim Long, a member of the City's ad hoc committee hosted the informational meeting for Sun City Anthem.

Executive Session. At the Executive Session earlier today, our Board considered two appeals from homeowners for exemptions from our CC&Rs and one appeal to settle a delinquent account. The Board also reviewed properties that may be considered for foreclosure by the Association and reviewed other properties previously approved for foreclosure. We considered the write-off of bad debt from two properties. The Board also reviewed incident/accident reports that may result in insurance claims.

Director Liaisons. We have made a couple of minor changes to the director liaison schedule that we presented in May. Jim Mayfield will be the first liaison to the Communications Committee and Jim Long will be backup; Bella Meese will be secondary for the Covenants Committee instead of Jim Long. All other liaison relationships remain as we presented last month.

Jean Capillupo

NO ACTION ITEMS

F. Volunteer Coordinator

NO ACTION ITEMS

14. SERVICE GROUPS (Action May Be Taken)

A. Community Patrol

Operational Statistics for the month of May 2014:

Volunteers for Month	143	Vacation Home Checks	2111
Volunteer Hours	2205	Parking Reminders	16
Open Garage Doors	86	Vehicles - Miles Driven	7360
911 Lights	6		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of May 2014:

Calls Received	172	Other Assistance	23
Home Maintenance Provided	50	Monthly Support Groups	5
Equipment Provided	89	Support Group Attendance	214
Transportation Provided	8		

NO ACTION ITEMS

C. Sun City Anthem Television

NO ACTION ITEMS

15. EXPENDITURES AND CONTRACTS (Action May Be Taken)

NO ACTION ITEMS

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

The Board of Directors, in Executive Session on June 26, 2014, reviewed the possible write off of bad debt.

ACTION ITEM

1. Approve the write-off of bad debt due to foreclosures by lenders on two homes in Sun City Anthem in the amount of \$18,843.93.

[R09-062614]

UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to approve the write-off of bad debt due to foreclosure by lenders on two homes in Sun City Anthem in the amount of \$18,843.93. This amount is uncollectable by the Association.

17. OTHER BUSINESS (Action May Be Taken)

1. Approval of a new proposed Board Policy – Prohibition Against Discriminatory Acts.

[R10-062614]

Jim Mayfield made a motion, seconded by Jim Long, to approve a new Board policy concerning a prohibition against discriminatory acts. Bella Meese made a motion to amend the policy as presented to add “sexual orientation” as one of the criteria within the policy. Jean Capillupo seconded the amendment. The Board unanimously voted to approve the amendment, and then unanimously approved the main motion as amended.

2. Approval of Tennis Professional Contract.

[R11-062614]

UPON motion duly made by Mike Carey and seconded by Jim Long, the Board unanimously voted to approve a contract with Rick Storozuk to provide Tennis Services on a continuous basis at the rates listed in his proposal detailed in the June 26th 2014 board book item 17.1.

7/24/14 Meeting

[7/24/14 Executive Session Agenda](#)

[7/24/14 SCA BOD minutes](#)

SCA 7/24/14 board minutes show no quarterly delinquency report was given in 2014 (1/23/14, 4/25/14, 7/24/14, 10/21/14) as required by SCA bylaws 3.21(f)(v)

SCA bylaws 3.21(f)(v)

“(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent...”

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.

**BOARD OF DIRECTORS
EXECUTIVE SESSION
July 24, 2014 @ 9:00 a.m.
Anthem Center Conference Room**

AGENDA

1. **CALL TO ORDER**
2. **ESTABLISHMENT OF QUORUM**
Board of Directors:

Jean Capillupo	President
Jim Mayfield	Vice President
Jim Long	Secretary
Tom Nissen	Treasurer
Bella Meese	Vice President of Community Relations
Mike Carey	Director
Don Schramski	Director

Management:

William Jarrett	General Manager
Gary Leobold	Community Association Manager

Red Rock Financial Services:

Christie Marling	Trustee Sale Officer, Red Rock Financial Services
------------------	---
3. **APPROVAL OF MINUTES FROM JUNE 26, 2014 EXECUTIVE SESSION (Action May be Taken).**
4. **ACCOUNT REQUESTS, APPEALS & HEARINGS (Action May Be Taken)**
The Board of Directors will deliberate regarding unit owner appeals from imposition of fines and/or penalties by Committee and take action on other appeal requests.
5. **RED ROCK REPORT ON PROPERTIES SOLD THROUGH FORECLOSURE OR WITH ACTIVE SALES SET**
The Board reviewed and discussed a spreadsheet illustrating the properties that the Board had directed to the foreclosure process, where a sale occurred or is set.
6. **REVIEW OF POTENTIAL FORECLOSURE PROPERTIES (Action May Be Taken)**
7. **REVIEW OF PROPERTIES PREVIOUSLY ACTIONED FOR FORECLOSURE**

8. REVIEW OF BAD DEBT & WRITE-OFFS

The Board will discuss the collectability from particular unit owners and potential write-offs for the same. Write-off amounts to be discussed and decided in regular session.

**9. REVIEW OF INSURANCE CLAIMS AND INCIDENT/ACCIDENT REPORTS
(Action May Be Taken)**

10. ADJOURNMENT

In accordance with NRS 116.31083 the above agenda shall serve as notice of the Board of Directors meeting for the Sun City Anthem Community Association, Inc. Please note in the event of an emergency as defined in NRS 116.31083(12), the Board may take an action on an item that is not listed on the agenda as an item on which action may be taken. See, NRS 116.31083(5). Homeowners are permitted to speak to the association or executive board, unless the executive board is meeting in executive session. At the beginning of every Board Meeting, there is a member comment period for comments relating to agenda items only. At the end of every Board Meeting, there is member comment period for comments on any subject. During this period, the Board will hear member comments. The Board of Directors will not take action on comments or requests made during the comment periods. Agendas for the Board Meeting are available on the Monday prior to the meeting from the Administrative Office in the Anthem Center and on the Association's web site (www.sca-hva.org). The Agenda is also posted on the Monday prior to the Board Meeting on the Community bulletin board in the Anthem Center. Homeowners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the homeowner, or in paper format at a cost not to exceed \$.25 per page for the first ten pages, and \$.10 per page thereafter. Copies of the minutes from a Board of Directors meeting are available from the Administrative Office. Audio copies of a Board of Directors meeting are available from the Administrative Office upon request at a cost of \$2.00 per disc. The Management Office is located in the Anthem Center, 2450 Hampton Road, Henderson, Nevada 89052. Office Hours are: Monday through Friday 8:00 a.m. – 6:00 p.m., and the first Saturday of each month from 8:00 a.m. – 12:00 p.m. The telephone number for obtaining an agenda is 614-5805.

7/24/14 Executive Session Agenda
[7/24/14 SCA BOD minutes](#)

[R11-072414] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously voted to approve the name change under which the Anthem Restaurant Partners will operate from "Vic's" to "Café V", and approve an amendment to the lease to allow the restaurant to close for private events no more than five (5) days per calendar year and not more than three (3) days in any one calendar quarter.

E. Villa/Pinnacle Advisory Groups
NO ACTION ITEMS

F. Volunteer Coordinator
NO ACTION ITEMS

14. SERVICE GROUPS (Action May Be Taken)

A. Community Patrol

Operational Statistics for the month of June 2014:

Volunteers for Month	144	Vacation Home Checks	2370
Volunteer Hours	2021	Parking Reminders	16
Open Garage Doors	50	Vehicles - Miles Driven	6476
911 Lights	0		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of June 2014:

Calls Received	200	Other Assistance	14
Home Maintenance Provided	53	Monthly Support Groups	5
Equipment Provided	80	Support Group Attendance	215
Transportation Provided	13		

NO ACTION ITEMS

C. Sun City Anthem Television
NO ACTION ITEMS

15. EXPENDITURES AND CONTRACTS (Action May Be Taken)

NO ACTION ITEMS

16. REVIEW OF BAD DEBT & WRITE-OFFS (Action May Be Taken)

There was no bad debt reviewed by the Board of Directors in Executive Session on July 24, 2014.

NO ACTION ITEMS

17. OTHER BUSINESS (Action May Be Taken)

1. Adoption of the Facilities Usage Manual

Due to the number of recent comments received and the need for more review time, this matter will be scheduled for the August 21, 2014 regular Board meeting.

2. Approval of Printing Contract – Spirit Magazine – Creel Printing

[R12-072414] UPON motion duly made by Mike Carey and seconded by Jean Capillupo, the Board unanimously voted to award the printing contract for the Spirit Magazine to Creel Printing.

3. Appointment of Website Development and Launch Work Group

[R13-072414] UPON motion duly made by Bella Meese and seconded by Don Schramski, the Board unanimously voted to appoint the Website

This statute mandates that an association must obtain a majority approval of the owners and residents who own or reside within 500 feet of the capital improvement. Contrary to what you may have heard or read, this provision does not call for a majority of all residents of a community; in SCA's case, it would be far less than a majority of our homeowners or residents.

The Real Estate Division is a Division within the State of Nevada, Department of Business and Industry, and includes the Office of the Ombudsman. (NRS 116.625(1)). It is a division of our state government that oversees and regulates homeowners' associations. The Real Estate Division and the Ombudsman's Office have jurisdiction to investigate alleged violations of NRS 116 and NAC 116 (Nevada Administrative Code). (See NRS 116.750(1)) The Commission for Common-Interest Communities and Condominium Hotels is a seven-member body appointed by the governor. (See NRS 116.600) The Commission has jurisdiction to take action and impose sanctions against individuals who violate NRS 116 and NAC 116. (See NRS 116.750(1)) In addition, the Commission may adopt regulations necessary to carry out or implement NRS 116 and conduct disciplinary hearings. (See NRS 116.615(3)) The Ombudsman's Office was created to, among other things, assist homeowners and board members in understanding their rights and responsibilities as set forth in NRS 116 and the governing documents. (See NRS 116.625(4))

Since mid-2007 about 100 complaints against SCA Boards have been filed with the Ombudsman. Of those, approximately seven have resulted in letters of instruction, which is a letter sent advising our Board to change or modify a practice or procedure. Recently, our Board received a letter from the Real Estate Division rescinding a prior Letter of Instruction. None of the 100 complaints have resulted in a sanction of any kind or a penalty or a fine. Most of the remaining cases have been closed. A few are still considered open, and some have been so for a period of years.

I caution our residents and members against being misled by those who purport to quote employees of the Nevada Real Estate Division (NRED) or the Commission for Common-Interest Communities and Condominium Hotels (CCICCH). It can be misleading to make statements attributing advice from an unnamed source who may or may not be well-informed or authorized to speak.

Instead of relying on information that may not be accurate, our Board seeks the counsel of our law firm that has attorneys with cumulatively 100 years of experience in dealing with homeowners' associations in this state. We do our best to act with the best interests of SCA in mind, following statute, the provisions of the state agencies that regulate HOAs and our own governing documents.

A schedule change: please note that next month's regular meeting is scheduled for the third Thursday, August 21 instead of August 28, at 1:30 here in Freedom Hall. The scheduling change has been done to accommodate directors' schedules.

At today's executive session, our Board considered one appeal from a homeowner for relief from a fine imposed for violation of provisions in the CC&Rs and another appeal for a waiver of late fees and interest. The Board reviewed properties that may be considered for foreclosure by the Association and reviewed others previously approved for foreclosure. We did not consider any write-off of bad debt this month. The Board also reviewed incident/accident reports that may result in insurance claims.

Jean Capillupo

The sale of 2763 White Sage Drive is void as it was not authorized by a SCA Board action taken in compliance with the provisions of NRS 116.31083 and NRS 116.31085

1. [NRS 116.3102](#) define the powers of unit-owners' association.
2. [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged violation of the governing documents by requiring the association to provide notice and due process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.
3. With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,
 - a. that are open to all unit owners,
 - b. that provide meaningful notice of the actions the Board intends to take at that meeting,
 - c. that provide minutes of all Board decisions made and actions taken.

SCA BOARD DID NOT TAKE ANY ACTION TO AUTHORIZE THE SALE OF 2763 WHITE SAGE IN ANY MEETING COMPLIANT WITH THE REQUIREMENTS IN [NRS \(2013\) 116.31083](#) AND [NRS\(2013\)116.31085](#) , AND THEREFORE, THE DECISION AND THE SALE ARE VOIDABLE.

NO COMPLIANT AGENDAS

4. **SCA did not publish notice of its intent to authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner proscribed by NRS 116.31083(5) and NRS 116.3108(4).**
5. According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108.
6. NRS 116.3108(4) defines requirements of notice and agendas:
 - (a) A clear and complete statement of the topics scheduled to be considered during the meeting, ...

(b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may take action on an item which is not listed on the agenda as an item on which action may be taken.

(c) A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).

No minutes of any SCA Board meeting, compliant with NRS 116.31083 and NRS 116.31085, document a Board action to authorize the foreclosure of 2763 White Sage Drive was ever taken, and therefore the decision is voidable.

7. NRS (2013) 116.31083 (8) (10) require the Board to maintain "*the minutes of each meeting of the executive board until the common-interest community is terminated.*" that include the following specific information:

8. Except as otherwise provided in subsection 9 (*Section 9 allows the Board to "establish reasonable limitations on materials, remarks or other information to be included in the minutes of its meetings."*) and NRS 116.31085, the minutes of each meeting of the executive board must include:

(a) The date, time and place of the meeting;

(b) Those members of the executive board who were present and those members who were absent at the meeting;

(c) The substance of all matters proposed, discussed or decided at the meeting;

(d) A record of each member's vote on any matter decided by vote at the meeting; and

(e) The substance of remarks made by any unit's owner who addresses the executive board at the meeting if the unit's owner requests that the minutes reflect his or her remarks or, if the unit's owner has prepared written remarks, a copy of his or her prepared remarks if the unit's owner submits a copy for inclusion.

IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING

8. **The decision to foreclose on 2763 White Sage was made in a closed session which was not permissible under the terms of NRS 16.31085 (3) (4) and is therefore voidable.**
9. [NRS 116.31085](#) (3) defines the only permissible topics of discussion and actions the Board is authorized to take in an executive session closed to owners

NRS 116.31085 (3)

3. An executive board may meet in executive session only to:
- (a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.
 - (b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.
 - (c) Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.**
 - (d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to a construction penalty.

10. Whereas NRS 116.31085(3)(c) only authorizes the Board to “**discuss**” alleged violations of the governing documents in executive session, NRS 116.31085(4) only permits Board action to sanction an owner for an alleged violation in closed session when it holds a hearing at which the owner can present a defense to dissuade the Board from imposing a sanction for an alleged violation.

NRS 116.31085(4)

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and

(c) Is not entitled to attend the deliberations of the executive board.

NO MINUTES = IT NEVER HAPPENED

11. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the regular Board minutes.

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board.

12. There are no minutes of any SCA Board meeting that document a Board action to authorize the sale of 2763 White Sage Drive.

13. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed meeting at which the Board took action to sanction an owner for an alleged violation pursuant to a hearing.

The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.

14. SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision to foreclose was made pursuant to a hearing make the action voidable.

15. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1,

2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to foreclose:

"Your request for the "minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided."



JIM GIBBONS
Governor

LINDSAY WAITE
Ombudsman

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

REAL ESTATE DIVISION

OFFICE OF THE OMBUDSMAN FOR OWNERS IN
COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS

CICombudsman@red.state.nv.us

<http://www.red.state.nv.us>

DIANNE CORNWALL
Director

ANN M. McDERMOTT
Administrator

November 5, 2008

Board of Directors
Sun City Anthem Community Association
c/o RMI, Terry DaSilva, CMCA
2450 Hampton Rd
Henderson, NV. 89052

Certified Mail Return Receipt Requested
7008 1300 0000 9868 5313

Re: Case # IS-07-1588

Dear Executive Board of Directors;

The State of Nevada Real Estate Division (Division), Office of the Ombudsman for Owners in Common Interest Communities and the Nevada Attorney Generals office have reviewed the above referenced Intervention case and has completed its investigation.

During this investigation it was determined that all of the Board of Directors appear to be applying the best business judgment rule and appear to want to do what is best for the association.

However, the Division has identified the following areas the Sun City Anthem Community Association needs to be aware of and instructed upon.

The documents provided to the Division by the Board of Directors (BOD) during this investigation document that the BOD were holding meetings, work shops and making decisions during these meetings and / or work shops. Additionally it appears that the BOD was making decisions for the association business via e-mails and over the telephone.

2501 E. Sahara Avenue, Suite 202 • Las Vegas, Nevada 89104-4137
(702) 486-4480 • Fax (702) 486-4520 • Toll Free 1-877-829-9907 TOBIN. 4951

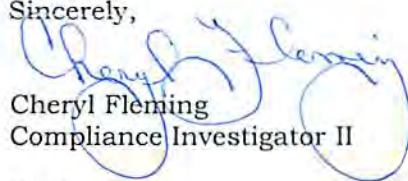
Please be advised that these types of meetings, work shops, decisions via e-mail and telephone are not in compliance with NRS 116.31085.

This letter will serve as a Letter of Instruction that if the current Board of Directors should engage in such conduct in the future, it may be subject to disciplinary action by the Commission for Common Interest Communities.

This decision to close this matter is made without prejudice. The Division reserves the right to reopen its investigation should such action be warranted.

If you have any questions, please contact the investigator at (702) 486-4480

Sincerely,



Cheryl Fleming
Compliance Investigator II

Cc: file



Nona Tobin <nonatobin@gmail.com>

Re: More than you ever wanted to know about 2763 White Sage

1 message

Jim long <jamesjlong@sent.com>
To: Nona Tobin <nonatobin@gmail.com>

Tue, Sep 6, 2016 at 11:50 PM

Nona, my comments are below. Jim

Sent from my iPad

On Sep 6, 2016, at 10:15 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Hi Jim,

Thanks for helping me on this. I hate to bother you with more questions, and i hope you realize i am not attacking you in any way. i love and respect that you have volunteered and given so much service over the years. I just want to get to the end of the problems with this house that have plagued me for over four years now.

Anyway, on the last day possible, Jimjack objected to my motion to intervene on the basis that I had just said why we wanted to intervene instead of putting in some kind of pleading per rule 24c. So, by Friday i have to turn in more than i was expecting to have to be ready for. So if you wouldn't mind, a couple more questions.

You said that "under NV law this type of info is confidential and the HOA is prohibited from reporting it to the community" referring to Board discussion/action on collections/foreclosure.

Do you remember where you got that idea?

This is a statutory provision in NRS 116.

Just by your memory, do you say that because of your knowledge of a specific NRS section?
Or was this more like a general understanding you had?
Was it based on past practice?
something FSR or RRFS staff advised the Board was the law controlling collections and foreclosure?

Lori Martin told me essentially the same thing. Do you agree with her statement?

Your request for the "minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.

Do you remember anything about distinctions that were made between how delinquent dues assessments were handled and how other potential fines and sanctions for violations of the CC&Rs were handled? Why these distinctions, if any, were the practice?

The Board has a published fine for delinquent dues of \$25 per quarter. This is collected the same as other fines.

Did anyone ever request an open hearing when the Board considered whether or not to foreclose on their property?

I don't recall any.

TOBIN. 4953

Did I understand you correctly about the executive session discussions about collections, write-offs and foreclosures and that the discussions involved both FRS and RRFS staff, including Joel Just and Sr. RRFS Collection Agent Christie Marling (sp?). Anyone else you remember by name? Kevin Wallace? Steven Parker?

Parker attended a few exec meetings when he ran RRFS. Usually only Christie attended.

Would I be correct quoting you as saying:

1. The Board discussed lots of issues about various Owners in collection for delinquent assessments based on info provided by RRFS.

FRS staff also provided info.

2. there were lots of properties discussed and you don't remember this house on White Sage in particular.

I couldn't tell even if I did.

3. the Board was willing to take over the properties and that the HOA always got outbid, but HOA almost got one once.

We never knew how close we came to owning.

4. Red Rock bid for the HOA. Did the Board give them parameters, maximum bid amounts or direct the bidding process in anyway?

They hired someone else to place our bid at the amount owed the Association plus collection fees.

5. You thought it was ok for Red Rock to bid since they contracted out the actual auctioneering part to some third party from downtown like near NV Legal news.

They were bidding as our agent and we never doubted this was OK.

6. You didn't know what happened to the houses after the foreclosure sale since it was no longer the Board's concern once the HOA was paid.
Correct.

Thank you so much for this. I'll send you a copy of my submission on Friday so you can see what I'm doing. Please tell me if there's anything you want to correct me on.

We are on the beach in Oahu, so I have more interesting things to do.

Nona

----- Forwarded message -----

From: **Jim Long** <jamesjlong@sent.com>

Date: Fri, Aug 19, 2016 at 1:37 PM

Subject: RE: FW: More than you ever wanted to know about 2763 White Sage

To: Nona Tobin <nonatobin@gmail.com>

My answers are below.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Friday, August 19, 2016 11:33 AM

To: Jim Long

Subject: Re: FW: More than you ever wanted to know about 2763 White Sage

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?

We only started foreclosure on a property if there were more than 12 months unpaid assessments due. Numerous notices of unpaid assessments would have been sent to the owner by the time a property was that far in arrears. These notices were sent by FSR staff acting on behalf of SCA until the collection was turned over to Red Rock for collection, and after that Red Rock would have sent the notices. At least one of these notices would have included a warning that SCA would foreclose on the property. These notices were sent to the owner's address of record according to the Association's records. An owner who changed addresses without providing the new address to SCA might not receive

TOBIN. 4955

these notices. If FSR or RR learned of an owner's new address, they were instructed to also send notices to the new address.

2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?

RR provided all of this type of information to the SCA Board. The Board authorized RR to accept some payment plans offered by the owner if the plans met specified requirements. RR submitted proposed payment plans not meeting these requirements to the Board for its consideration.

3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Under NV law this type of information is confidential and an HOA is prohibited from reporting it to the community with any identifying information. Our Board periodically reported aggregate information to the residents (i.e., how many foreclosures and the amounts that had been collected through the process).

Thanks again for your help.

Nona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

----- Forwarded message -----

From: Nona Tobin <nonatobin@gmail.com>
Date: Wed, Aug 17, 2016 at 12:53 PM
Subject: More than you ever wanted to know about 2763 White Sage
To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

TOBIN. 4957

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:



[042712 Delinquent Assessment Collection Agreement.pdf](#)



[Delinquent Assessment Policy & Procedure 100113.pdf](#)



[A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf](#)

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona



February 14, 2014

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22,
2008 / R808634

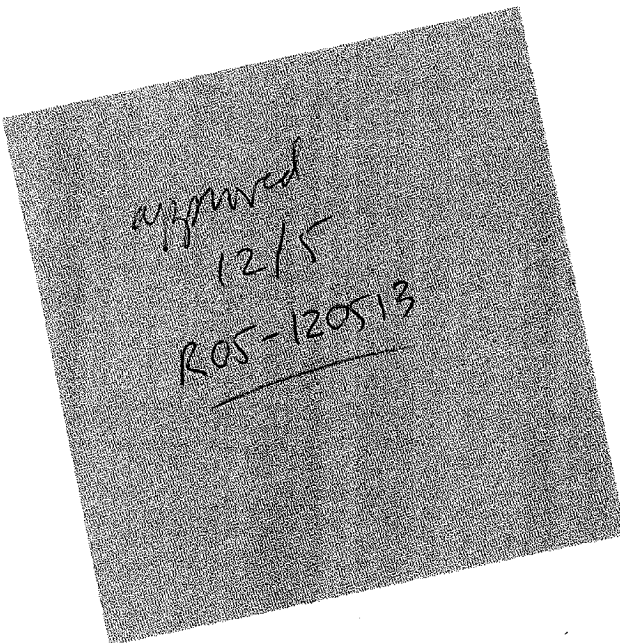
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLUPO
Board Member (Please Print)

2/27/14
Date

Jean Capillupo
Board Member (Signature)



SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING
December 5, 2013
Freedom Hall in Independence Center at 6:30 p.m.
Henderson, Nevada 89052

MINUTES

1. CALL TO ORDER 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL/ESTABLISH QUORUM

Board of Directors:

Jean Capillupo	President
Dan Forgeron	Vice President
Bella Meese	Vice President of Community Relations
Mike Carey	Assistant Secretary
Jim Mayfield	Treasurer
Jerry Gardberg	Assistant Treasurer

Absent:

Jim Long	Secretary
----------	-----------

Management:

William Jarrett	Assistant Community Association Manager
Gary Leobold	Assistant Community Association Manager

4. PRESIDENT'S REPORT

Board President Jean Capillupo read aloud her President's Report which is attached hereto and made a part of these minutes. (See Attachment #1)

5. APPROVAL OF DECEMBER 5, 2013 AGENDA

[R01-120513] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously approved the agenda of the Regular Session meeting dated December 5, 2013.

6. MEMBER COMMENT PERIOD

A total of two residents spoke regarding the status of the management contract and the processes the Board will be using regarding future foreclosures in the community.

7. DIRECTOR COMMENT PERIOD

Mike Carey spoke regarding the collection of funds for disaster relief due to the typhoon in the Philippines. The funds that were collected include:

- Catholic Relief Services - \$7,360.00;
- Doctors without Borders - \$6,148.00;
- Feed the Hungry - \$2,831.00; and
- Others - \$2,454.00; for a total contribution of \$19,243.00.

Mike Carey also spoke briefly regarding the newly donated carom table in the billiards room and moving one of the seven-foot tables to the Anthem Center Lower Gallery. Facilities was asked to make the moves without waiting for today's meeting, due to the time span until the installer was scheduled to appear. He indicated the Board's appreciation for how all parties worked together to best satisfy the needs of everyone. Bella Meese then gave a brief update on the recently completed SCA Image video.

8. **APPROVAL OF MINUTES FROM THE OCTOBER 24, 2013 BOARD MEETING [R02-120513]** UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously approved the minutes of the Regular Session meeting dated October 24, 2013.

9. **BIDS**

- Microsoft Client Access Services
Bids for 128 standard and 42 enterprise licenses were solicited from the following companies:
 - a. CDW - \$11,398.30;
 - b. SHI - \$11,830.00;
 - c. PC Connections - \$11,846.42.

[R03-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to staff for review and recommendation for purchase order during item 16.2 on this agenda.

- Phone Switches (Phone System)
Bids for a new phone system were solicited from the following companies:
 - a. Plus 6 - no bid submitted;
 - b. PC Connection - no bid submitted;
 - c. GHA - no bid submitted; and
 - d. CDW - \$132,867.33.

[R04-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to staff for review and recommendation for purchase order during item 16.3 on this agenda.

- 2014 Reserve Study/2016 Update – Specialist Contract Bids
Bids were received from the following companies:
 - a. Complex Solutions - \$32,080
 - b. Criterium Mc Williams - \$72,900
 - c. RSI Reserve Studies - \$45,700
 - d. Better Reserve Studies - \$48,150
 - e. Association Reserve Consultants - \$33,800
 - f. Association Reserves NV LLC - \$35,270
 - g. QED Labs - \$28,681
 - h. Resource 1 Building Consultants - \$34,550
 - i. Reserve Data Analysis, CAL LLC - \$30,690
 - j. Hughes Reserve and Asset Management - \$41,300
 - k. Reserve Advisors - \$37,700
 - l. Blackpointe - \$31,010

[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting.

- Any Other Bids received as of December 4, 2013
Bids were received for eight replacement table tennis tables from the following companies:
 - a. Sport Squad - \$6,400.00 (refurbished);
 - b. Joola North America LLC - \$11,199.60;
 - c. Rollins Specialities - \$11,600.00

[R06-120513] UPON motion duly made by Dan Forgeron and seconded by Mike Carey, the Board unanimously voted to accept the bids and forward the bids to management for review and recommendation presented at the January 23, 2014 regular Board meeting.

10. COMMUNITY MANAGER'S REPORT

Assistant Community Manager Gary Leobold provided the Community Manager's Report which included an update of December events in the community, an update on the Annual Members' meeting in late November, an update on the holiday schedule for the three on-site buildings and a recognition of the outstanding work performed by Barb Mowry, who was recently promoted from her SCA position to a position at FSR corporate. (See Attachment #2)

11. INVESTMENT REPORT

There were no investment transactions for the month of October 2013.

12. FINANCIAL REPORT

The Finance Committee completed its review of the unaudited financial statements prepared by FSR for the nine months ending September 30, 2013. A presentation of the financial highlights as of the end of the third quarter of 2013, which includes a summary of actual financial performance compared to budget, will be presented at the Board meeting. After the Board meeting, the unaudited financial reports as of September 2013, the unaudited financial reports for the nine months ending on September 30, 2013, and the slide presentation by the Finance Committee to the Board will be available on the SCACAI web site.

ACTION ITEM

1. The Treasurer and Assistant Treasurer recommend that in compliance with NRS 116.31083 that the Board acknowledge it has reviewed the unaudited September 2013 year-to-date financial statements of the Association, a year-to-date schedule through September 30, 2013 of the Operating and Reserve accounts compared to the 2013 approved budget, bank statements prepared by the financial institutions, and the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.

[R07-120513] UPON motion duly made by Jim Mayfield and seconded by Jerry Gardberg, the Board unanimously acknowledges it has reviewed the unaudited September 2013 year-to-date financial statements of the Association, a year-to-date schedule through September 30, 2013 of the Operating and Reserve accounts compared to the 2013 approved budget, bank statements prepared by the financial institutions, and the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.

13. COMMITTEE REPORTS (Action May Be Taken)

A. Architectural Review Committee

At its October 23, 2013 meeting, the Architectural Review Committee welcomed the new members of the Subcommittee and voted to change ARC member term limits. For

the month of October the Architectural Review Subcommittee reviewed 77 plans for exterior modifications.

ACTION ITEM

1. Approve the recommendation to revise Architectural Review Committee member term limits to four consecutive years with an option to renew for an additional two years at the Committee's request.

[R08-120513] Dan Forgeron made a motion to revise the Architectural Review Committee member term limits to four consecutive years with an option to renew for an additional two years at the Committee's request. The motion was seconded by Jerry Gardberg. After a discussion, Dan Forgeron then moved to substitute a motion to approve the reappointment for an additional two-year term of one of the three ARC members whose terms expire on 12/31/2013, with this member to be selected by the ARC. The substitute motion was seconded by Jerry Gardberg. The substitute motion passed unanimously. This motion therefore replaced the original motion.

B. Communications Committee

ACTION ITEMS

1. Approve the recommendation to revise the SCA Print Style Guide, September 2013 concerning SCA social media submissions for all standing committees, service clubs and clubs.

This item will be carried over to the January regular Board meeting.

2. Approve the updated Communication Committee Strategic Plan for 2013.

[R09-102413] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously voted to approve the updated Communication Committee Strategic Plan for 2013.

C. Community Lifestyle Committee

ACTION ITEMS

1. Approve Charles V. Naill to serve a two-year term on the Community Lifestyle Committee beginning January 1, 2014.

[R10-102413] UPON motion duly made by Mike Carey and seconded by Bella Meese, the Board unanimously voted to approve Charles V. Naill to serve a two-year term on the Community Lifestyle Committee beginning January 1, 2014.

D. Covenants Committee

At its November 2013 meeting, the Covenants Committee reviewed two cases. The cases involved were one CC&R violation and one Design Guidelines violation.

NO ACTION ITEMS

E. Election Committee

ACTION ITEM

1. Approve the 2014 Election Manual and Election Calendar as presented.

[R11-120513] UPON motion duly made by Mike Carey and seconded by Jim Mayfield, the Board voted unanimously to approve the 2014 Election Manual and Election Calendar as presented.

F. Finance Committee

The Finance Committee reviewed and accepted the monthly unaudited Summary Financial Statements as of September 30, 2013 and the related Quarterly Analysis and recommended that they be forwarded to the SCA Board for acceptance.

ACTION ITEMS

1. Accept the unaudited SCACAI Summary Financial statements as of September 30, 2013 and the related Quarterly Narrative Analysis as revised and accepted by the Finance Committee subsequent to the November 13, 2013 Finance Committee meeting.

[R12-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to accept the unaudited SCACAI Summary Financial statements as of September 30, 2013 and the related Quarterly Narrative Analysis as revised and accepted by the Finance Committee subsequent to the November 13, 2013 Finance Committee meeting.

2. Approve Ira Adler and Barry Goldstein to serve two-year terms on the Finance Committee beginning January 1, 2014.

[R13-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to approve Ira Adler and Barry Goldstein to serve two-year terms on the Finance Committee beginning January 1, 2014.

3. Approve the return of excess working capital to Pinnacle in the amount of \$125.00 for each unit.

[R14-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to approve the return of excess working capital to Pinnacle in the amount of \$125.00 for each unit.

Jim Mayfield thanked outgoing Committee members Don Davidson and Al Glickman for their contributions to the Association.

G. Golf Course Liaison Committee

NO ACTION ITEMS

H. Health and Fitness Committee

NO ACTION ITEMS

I. Properties and Grounds Committee

At its November meeting, the Property and Grounds Committee approved a pull-down screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for the 2015 Capital Budget and denied the bocce court modification (PIRF 11042012-03 by Forrest Fetherolf) and horseshoe pit (PIRF 10302013-01 by Tim Stebbins). They also accepted seven PIRFs for further vetting.

ACTION ITEMS

1. Approve the eight locations for the pet waste stations.

[R15-120513] UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to approve the eight locations for the pet waste stations, as follows:

- Olivia Heights Ave. at Sun City Anthem Dr. (northwest corner);
- Lewiston Place and Shadow Canyon Dr. near 2187 Ocean Grove Ave.;
- Near 2548 Thatcher Ave. at Evening Sky Dr.;
- Warrington Dr. near Harrisburg St. near electric box HHH27549;
- Southwest corner Anthem Pkwy. at Alyssa Jade Dr.;
- Near 2974 Gettysburg Ave. at Morganton Dr.;

- Close to 2195 Shadow Canyon near Ocean Grove and;
- Anthem Pkwy south of Atchley Dr.

2. Approve the pull-down screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for inclusion in the 2015 Capital Budget.

[R16-120513] UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to approve the motorized screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for inclusion in the 2015 Capital Budget.

3. Acknowledge seven PIRFs will receive further vetting for 2015 Capital Budget.
 - a. Reclassify new vegetation for lot in Model Village (PIRF 11042013-01 by Robert Peck);
 - b. Community Patrol Building Expansion (PIRF 11042013-04 by Mike Waterhouse);
 - c. Miniature Golf (PIRF 080202013-01 by David Berman);
 - d. Liberty Center Parking Lot Expansion (PIRF 09272013-02 by Dwight Luerssen);
 - e. Additional Tennis Court (PIRF 08192013-01 by Ed Ritz);
 - f. Croquet Field (PIRF 11112013-01 by Ronald Johnson); and
 - g. Shuffleboard Overlay (PIRF 11042013-02 by Forrest Fetherolf).

No Board action was required on these items. Dan Forgeron thanked outgoing Committee members Bill Beckman and Mike Picciano for their contributions to the Association.

14. AD-HOC WORK/ADVISORY GROUPS

A. Annual Audit Task Force

NO ACTION ITEMS

B. Guest Policy Task Force

NO ACTION ITEMS

C. Management Agreement Negotiating Team

Jim Mayfield provided a progress report to the Board (see Attachment #3).

NO ACTION ITEMS

D. Proactive Community Standard Enforcement Task Force

NO ACTION ITEMS

E. Reserve Study Work Group

NO ACTION ITEMS

F. Restaurant Liaison

Dan Forgeron provided an update to the Board.

NO ACTION ITEMS

G. Villa/Pinnacle Advisory Groups

NO ACTION ITEMS

H. Volunteer Coordinator

Bella Meese provided an update to the Board.

NO ACTION ITEMS

15. SERVICE GROUPS

A. Community Patrol

Bella Meese announced that the election of officers will be on the January Board of Directors meeting agenda.

Operational Statistics for the month of OCTOBER 2013:

Volunteers for Month	141	Vacation Home Checks	1421
Volunteer Hours	2817.5	Parking Reminders	23
Open Garage Doors	78	Vehicles - Miles Driven	8000
911 Lights	1		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of OCTOBER 2013:

Calls Received	248	Other Assistance	467
Home Maintenance Provided	99	Monthly Support Groups	7
Equipment Provided	100	Support Group Attendance	203
Transportation Provided	4		

NO ACTION ITEMS

C. Sun City Anthem Television

ACTION ITEM

1. Approve the policy for SCA-TV Coverage of SCA HOA Standing Committee Proceedings.

Bella Meese requested that the Board take no action on this item at this time.

16. EXPENDITURES AND CONTRACTS

1. Reserve Item – Anthem Outdoor Pool Resistance Pump

Bids were received from American Pool Supply, Inc. for \$2805.08, Leslie's Pool Supplies for \$2,918.69 and SCP Distributors for \$3,572.40. Facilities staff recommended acceptance of the bid from American Pool Supply, Inc., in the amount of \$2805.08.

[R17-120513] UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to accept the bid from American Pool Supply, Inc., in the amount of \$2805.08.

2. 2014 Capital Item – Microsoft Client Access Licenses

Bids for 128 Standard and 42 Enterprise Licenses (CALs) were received from CDW of \$11,398.30, from SHI in the amount of \$11,830.00, and PC Connection in the amount of \$11,846.42. Facilities staff recommended acceptance of the bid from CDW, in the amount of \$11,398.30.

[R18-120513] UPON motion duly made by Dan Forgeron and seconded by Jerry Gardberg, the Board unanimously voted to accept the bid from CDW, in the amount of \$11,398.30.

3. Reserve Item – Phone System and Switches

The bids to supply the goods and installation services for the Cisco Call Manager were requested from four companies: Plus 6, PC Connection, GHA, and CDW. Of these, only CDW responded to the bid request, with a total project cost of \$132,867.33.

[R19-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to authorize the placement of a purchase order with CDW not to exceed \$132,867.33.

17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien.

18. OTHER BUSINESS

1. Analysis of Sun City Anthem audio/video systems

[R21-120513] Bella Meese made a motion to have the Board direct staff to develop and issue an RFP for the hiring of an Audio Visual Consultant to perform a complete analysis of all Sun City Anthem audio/video systems and equipment and to determine and make recommendations for current and future audio visual equipment use, upgrades and purchase and that this contract shall not exceed \$10,000.00. Dan Forgeron seconded the motion.

Jim Mayfield made a motion to amend the original motion to limit the limit of the contract to \$6,000.00. This motion had no seconder.

The Board then passed the original motion 5-1, with Dan Forgeron, Jerry Gardberg, Mike Carey, Bella Meese and Jean Capillupo voting in the affirmative and with Jim Mayfield voting in the negative.

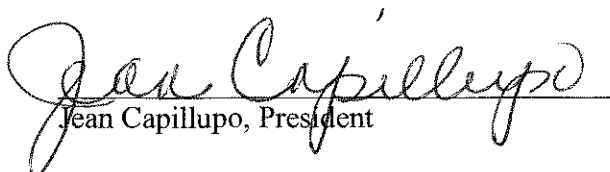
19. MEMBER COMMENTS

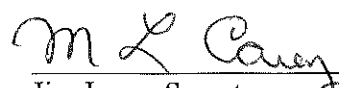
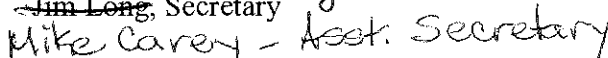
Two residents spoke on the following topics during the member comment period: the first speaker had comments with respect to the Villas/Pinnacle areas, and had questions on Pinnacle construction defect projects. The second speaker had questions regarding the new term structure for the Architectural Review Committee voted on by the Board earlier in the meeting.

20. ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

Approved by


Jean Capillupo, President


Jim Long, Secretary

Mike Carey - Asst. Secretary

Attachment #1

SCA Regular Board Meeting, December 5, 2013, 6:30 p.m.
President's Report

I hope all residents of Sun City Anthem enjoyed a delightful Thanksgiving with friends and family.

On Thursday, November 21st, our Board hosted the Annual Members Meeting for Sun City Anthem. There were 40 homes represented at that meeting. The Annual Budget for 2014 was automatically ratified and homeowners spoke on a variety of topics.

As we approach the new year, our Board is looking forward to resuming its work on a Policy Manual, reviewing and organizing policies from the past and setting new standards for the future. If you attended any of our sessions dealing with development of this manual, which started last January with an introduction to the tenets of Policy Governance, you know what an in-depth effort this has been. I am anticipating that we will hold additional meetings, each of which will likely last most of a day – one next month and another in February. Please watch the January and February Spirit magazines for notice of these activities.

Another effort that will continue into the early months of the new year is the negotiation with FSR for a new management contract. If you have followed this multi-year process, you know that three of our Board members, Jim Long, Jim Mayfield and Dan Forgeron, are representing us in this process. Our Board is seeking a new way of operating that will result in a more integrated management approach capitalizing on FSR corporate assets and offering greater coordination with FSR on-site personnel. Later in this meeting, Jim Mayfield will provide us an update to their efforts.

At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon's session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President's Report in this month's Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result.

I plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon's executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year.

Jean Capillupo

CAM REPORT – DECEMBER 5, 2013

On behalf of the FirstService Residential staff both on-site and at the corporate office, I'd like to wish everyone present tonight a safe and happy holiday season!

There are some events over the next few weeks that are not to be missed. These include:

- First Friday Health and Wellness seminar – Friday, December 6th at 9 am in the Morris-Nelson Room at Independence Center;
- Jingle Bell Walk on Saturday Dec 7th, starts 8 am at Independence Center;
- Holiday Club Fair – Saturday Dec 7th in the Grand Ballroom, from 8 am to noon;
- HopeLink Charity Toy Drive, collecting toys for local homeless children. Drop boxes are at all three buildings and the collection runs until Tuesday, December 10th;
- Holiday shows, including Kelly Clinton, performing at Freedom Hall at 8 pm on Friday, December 20th, and Holidays in Harmony at Freedom Hall at 7 pm on Friday, December 13th and 3 pm on Sunday, December 15th;
- And the big event, the New Year's Eve party at Vic's Restaurant and Hanneman Hall. The event is casino-themed, and tickets are on sale until Sunday, December 22nd. Doors open at 6 pm and ticket prices are \$100 for Hanneman Hall seating and \$125 for restaurant seating.

The Annual SCA Members Meeting was held on Thursday, November 21st. There were a total of 47 households represented.

Our holiday schedule is: Saturday, December 7th, the Admin Office will be open from 9 am to 1 pm. Christmas Eve, AC Fitness Center and the Gallery and restaurant close at 4pm. IC and LC close at noon. All facilities are closed on Christmas Day. On New Year's Eve, AC Fitness Center and the Gallery/restaurant close at noon to prepare for the New Year's Eve Party. IC and LC close at noon.

Finally, I would like to recognize the excellent work that has been done by Barbara Mowry in the Admin Office. She has been promoted to Corporate Training Facilitator at FSR's corporate office and her last day with SCA is Friday. She has been a very important member of our on-site team, with duties ranging from assistance with the Board Book process to coordinating safety and training activities. Her competent and cheerful presence will be greatly missed.

PROGRESS REPORT FROM MANAGEMENT COMPANY CONTRACT
NEGOTIATING TEAM
DECEMBER 5, 2013

We have made substantial progress in defining the changes in operating practices our Association will expect from FSR under the new contract.

The crux of our negotiations has been our belief that we can achieve better performance by transitioning to a new operations model that fully integrates and aligns all FSR resources. It has taken time to work with FSR management to reach agreement on the details of this new operating model and the best implementation strategy.

We now expect to be able to conclude negotiations in time to hold a public information workshop on the new contract next February, and present the new contract for consideration by our Board at its February meeting.

On a cautionary note, key provisions of the new contract and the wording of the contract itself must still be agreed upon. We do not anticipate these issues will result in a delay from the schedule I have outlined, but if a delay becomes necessary, we will notify you of the change.



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
ADVISORY OPINION

Subject: Executive Session Agenda	Advisory No. 12-05-116	5 pages
	Issued By: Real Estate Division	
	Amends/ Supersedes	N/A
Reference(s): NRS 116.31085(3),(4),(7); NRS 116.31083(5); NRS 116.3108(4); NRS 116.310305		Effective Date: November 15, 2012

QUESTION:

How detailed do executive board agendas need to be when the board meets in executive session?

SHORT ANSWER:

The agendas for executive board meetings held in executive session need to be detailed enough to show owners that the board is discussing only those items permitted by NRS 116.31085(3) and include clear and complete statements of the topics and actions possible.

ANALYSIS OF THE ISSUE:

According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108. NRS 116.3108(4) concerns meetings of unit owners and requires an agenda to state:

- (a) A clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to the declaration or bylaws, any fees or assessments to be imposed or increased by the association, any budgetary changes and any proposal to remove an officer of the association or member of the executive board.
- (b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may

take action on an item which is not listed on the agenda as an item on which action may be taken.

(c) A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).

Except as otherwise provided in NRS 116, the agenda for a meeting of the executive board held in executive session should comply with the foregoing requirements. Due to the provisions of NRS 116.31085(7), unit owners are not entitled to attend or speak at a meeting of the executive board held in executive session, so the agenda need not include the provisions of subsection (c) above. The executive session agenda is also limited by NRS 116.31085(3).

NRS 116.31085(3) provides for the only matters the board can discuss in executive session. It states:

An executive board may meet in executive session only to:

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to NRS 116.310305 if the alleged failure may subject the unit's owner to a construction penalty.

While meetings in executive session concern confidential matters that may not be disclosed on an agenda, the agenda for a meeting held in executive session must be clear enough to show unit owners that those items in NRS 116.31085(3) are the only items that will be discussed. The board can consult with their attorney regarding proposed or pending litigation provided those discussions are privileged under NRS 49.035 to 49.115, inclusive. The board can discuss only the character, alleged misconduct, professional competence, or physical or mental health of the community manager or employee. The board can also discuss violations of governing documents and failures of a unit owner to follow a schedule pursuant to NRS 116.310305, if a fine is possible. If the board is discussing these items, the executive session agenda should be clear enough to show the matters fall in one of these categories.

For example, consider the following agenda which is not clearly stated:

ABC HOA
BOARD OF DIRECTORS
EXECUTIVE SESSION
AGENDA
JUNE 26, 2012, 5:30 PM

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. APPROVE MINUTES
May 26, 2012
- IV. APPEALS
- V. ACCOUNT REQUESTS
- VI. LEGAL
- VII. PERSONNEL
- VIII. REVIEW OF BAD DEBT & WRITE-OFFS
- IX. ADJOURNMENT

“Appeals” – It is not clear what is being discussed for this item. If “Appeals” concerns appeals from violation hearings in which a fine was imposed, such matters could be heard in executive session, but it needs to be clear that the discussion is related to a unit owner’s violation of the governing documents.

“Account Requests” – It is not clear what this is referring to. Records requests may not be discussed in executive session. Every item must fit in one of the limited categories for executive session meetings.

“Legal” – In order for any legal discussions to take place, the association’s attorney must be present and the discussion must qualify as privileged under NRS 49.035 to 49.115, inclusive. Discussions of case strategy would be privileged, but a procedural update on litigation status is not privileged and should not be discussed in executive session. Likewise, if the association’s attorney is not present, no legal discussions should be taking place in executive session unless it is covered by another category. The agenda should be clear why the discussion is being held in executive session.

“Personnel” – Only those matters concerning character, alleged misconduct, professional competence, or physical or mental health of an employee can be discussed in executive session. It must be clear from the agenda how the discussion falls in one of those categories.

“Review of Bad Debt & Write-Offs” – The amounts of bad debt and write-offs are not subject to discussion in executive session. If the board wants to discuss specific unit owners’ violations of governing documents that can be discussed in executive session, but

the amounts the board intends to write-off as bad debt is not something that is decided in executive session.

To show compliance with NRS 116.31085(3) and NRS 116.31083(5) and NRS 116.3108(4), the agenda could be re-written to provide as follows:

ABC HOA
BOARD OF DIRECTORS
EXECUTIVE SESSION
AGENDA
JUNE 26, 2012, 5:30 PM

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. APPROVE MINUTES
May 26, 2012
- IV. APPEALS
 - 1. Deliberate regarding unit owner appeals from imposition of fines by Committee.
 - 2. Take action on appeal requests.
- V. LEGAL
Discussion with Association attorney, _____, regarding case strategy for pending litigation matter _____ v. _____ and possible litigation matter involving violation of governing documents by particular unit owner.
- VI. PERSONNEL
 - 1. Discussion of complaints regarding association employee.
 - 2. Possible Action regarding employee.
- VII. REVIEW OF BAD DEBT & WRITE-OFFS
 - 1. Discussion of collectability from particular unit owners and potential write-offs for same.
 - 2. Write-off amounts to be discussed and decided in next regular session.
- VIII. ADJOURNMENT

///

///

///

ADVISORY CONCLUSION:

All associations are required to follow the procedures set forth in their governing documents, but at a minimum, the agenda for executive session meetings must include a clear and complete statement of the topics and action to be taken such that it is clear how the item is entitled to be discussed and decided in executive session. Associations may not include confidential information in the executive session agenda, but each executive session agenda item must clearly state how each item for discussion fits in the limited categories listed in NRS 116.31085(3).

THE CLARKSON

LAW GROUP, P.C.

Adam H. Clarkson, Esq.
Admitted in NV, CA, FL, SC, UT

James B. Fairbanks, Esq.
Admitted in NV, WA

Matthew J. McAlonis, Esq.
Admitted in NV, CA

John W. Aylor, Esq.
Admitted in NV, CA

Brian P. Nestor, Esq.
Admitted in NV, CA

May 12, 2017

Re: Sun City Anthem Community Association, Inc. – Association “Workshops”

Dear Unit Owner:

As you may be aware, The Clarkson Law Group, P.C. serves as general corporate counsel to the Sun City Anthem Community Association, Inc. (“Association”). The Association’s Board of Directors (“Board”) requested that our office prepare this correspondence that may be provided to the Association’s Membership to clarify existing law concerning common-interest communities (“associations”) and “workshops”.

For the purposes of this correspondence, “workshops” may be generally considered to constitute any discussion where a number of board members sufficient to constitute a quorum are present, but no corporate/association actions are taken. It is The Clarkson Law Group, P.C.’s position that association workshops cannot be regulated, prohibited, or required to be noticed under existing Nevada law.

I. Background

This correspondence explains why “workshops” (as defined herein) cannot be regulated, prohibited, or required to be noticed under Nevada law by addressing three (3) important points: (1) the Virginia City Highlands matter did not create controlling legal precedent regarding “workshops”; (2) Nevada law governing community associations and corporations does not prohibit “workshops”; and (3) “workshops” allow association board members to conduct proper due diligence in furtherance of fulfilling their fiduciary duties.

II. The Virginia City Highlands Matter Did Not Create Legal Precedent

The Virginia City Highlands Property Owners Association (VCH) “workshop” dispute settlement was published in the summer 2009 issue of Community Insights. The matter does show that real estate division investigators, at that time, were open to investigating allegations that a “workshop” is prohibited by Nevada law. However, the publication does not stand for the proposition that the Commission *found* that “workshops” are not permitted.¹

The published resolution of the matter was merely a stipulated resolution of the claim, which means VCH’s claim was resolved prior to being set before the Commission. In criminal law terms, the resolution could be analogized to a plea bargain. Of course, as the matter implicates a civil fine, the

¹ Specifically, Chairman Buckley of the Commission for Common-Interest Communities and Condominium Hotels (“CCICCH”) stated in a workshop conducted on December 7, 2011, that the Virginia City Stipulation was not an opinion on whether workshops violate Nevada law. Chairman Buckley further stated that the Virginia City Stipulation is not law. See CCICCH Meeting Minutes, December 7, 2011 at page 19.

resolution is most analogous to an out of court settlement in a civil matter. Either way, the stipulated resolution does not reflect a finding of fact/fault made by the Commission.

In VCH, the Association’s settlement terms were a \$250 fine and permission to the Division to publish the settlement. Of course, simply having an attorney review the matter would cost in excess of \$250. Notably, fighting the matter, once time and money was involved, would have cost the VCH board an amount substantially in excess of the \$250 settlement. In short, the financial settlement utilized substantially less association funds than fighting for the association’s legal right to hold workshops.

III. Nevada Law Does Not Prohibit “Workshops”

The reason that “workshops” cannot be regulated or prohibited is that they are not a corporate action that is properly capable of regulation. Corporations may only act in accordance with their governing documents (articles of incorporation & bylaws) and with the law governing corporations (both statutory and common law). Where a corporation acts outside of such authorities the action is either void or voidable.

Prior to the adoption of Nevada Revised Statutes (“NRS”) 116 most, if not all, Nevada community associations were formed as non-profit entities under Title 7 of the Nevada Revised Statutes, which still applies to associations where NRS 116 is silent. NRS 82.271(2) allows the boards of a non-profit corporation to take action without a formal meeting by signing a written consent in lieu of taking the action at a formal meeting. This provision reflects the practical necessity of actions outside of meetings as well as the legal rules allowing for ratification of corporate actions. NRS 116.3108, 116.31083 & 116.31085 specifically address when corporate actions may take place at properly noticed and agendized meetings.² Of course, NRS 82.271(2), 116.3108, 116.31083 & 116.31085 are all corporate procedures that a corporation must follow in order to have a valid corporate action.³ Any alleged action taken without following such procedures would be either void or voidable (depending on the nature of the action).

Corporate actions are either valid, void, or voidable depending upon whether or not corporate procedure was properly followed. The reason it is relevant to properly notice and agendize a meeting under NRS 116.3108, 116.31083 & 116.31085 is because a failure to do so results in void or voidable corporate actions. This brings us to why “workshops” cannot be regulated, prohibited, or required to be noticed.

A true “workshop”, as the term is commonly used in the industry, is any discussion where a number of board members sufficient to constitute a quorum are present, but no corporate/association actions are taken. In the absence of an action there is no relevancy to NRS 82.271(2), 116.3108, 116.31083 & 116.31085 (the sections do not apply) because there is no act that may be valid, void, or voidable. ***There is no need, nor appropriate legal recourse, for noticing and agendizing a non-occurrence/non-action.***

² Commissioner West of the CCICCH stated that “workshops are very important so long as associations follow NRS 116 and do not make decisions.” CCICCH Meeting Minutes, December 7, 2011 at page 19.

³ Commissioner Watkins stated that he considers taking “an action” voting on an issue. See CCICCH Meeting Minutes, December 7, 2011 at page 19.

IV. “Workshops” Allow Association Board Members to Conduct Proper Due Diligence in Furtherance of the Fulfillment of Their Fiduciary Duties

Association board members “are fiduciaries and shall act on an **informed basis**, in good faith and in the honest belief that their actions are in the best interest of the association.” See NRS 116.3103(1) (emphasis added). In accordance with their fiduciary duties under NRS 116.3103(1), association board members must conduct proper due diligence. For example, when considering the hiring of a professional service provider, such as a general contractor, landscaper, or accountant, board members, acting in their capacity as board members, may wish to tour a service provider’s facilities to obtain a better understanding of the services they provide and the methods in which those services are provided. Touring of service providers’ facilities, of course, is not an activity that may be practically or feasibly accomplished through an association board meeting, but if “workshops” were prohibited an association’s board would be prohibited from conducting such tours.

In furtherance of their fiduciary duties under NRS 116.3103(1), board members, in their capacity as board members, may also attend and participate in common-interest community related training and/or educational classes that serve to better the board members’ knowledge of matters related to their association and in turn allow board members to act upon a better informed basis of knowledge. For example, the Nevada Real Estate Division (“NRED”) provides educational classes for association board members. If “workshops” were prohibited association boards would have to elect that only certain board members may attend the educational classes so as to prevent a quorum of the board members from being present at the classes and thereby violating the theoretical prohibition of “workshops”.

If “workshops” were to be prohibited, board members’ efforts to conduct such due diligence activities and to further their knowledge and understanding of common-interest community issues would be inhibited, negatively impacting association board members’ fulfillment of their fiduciary duties. *Accordingly, the prohibition of “workshops” would lead to absurd results that would in effect inhibit association board members from complying with their fiduciary duties under NRS 116.3103(1). As such, under both legal and practical standards, workshops are not and should not be prohibited.*

V. Conclusion

“Workshops” are not prohibited by Nevada law and cannot be regulated, prohibited, or required to be noticed.

Very Truly Yours,

THE CLARKSON LAW GROUP, P.C.

/s/ John W. Aylor

John W. Aylor, Esq.

**EXHIBIT H:
MORE DISPUTED FACTS
IN THE 4/17/19 ORDER
ENTERED ON 4/8/19
THAT GRANTED THE HOA
MOTION FOR SUMMARY
JUDGMENT AND NATIONSTAR'S
JOINDER**

EXHIBIT H

Page Line Para

FINDINGS OF FACT

WRONG LOAN

1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property").

NO. CHECK 143 PAID TO 9/30/12. MILES BAUER \$825 CURED TO 6/30/13
3 6 4 In 2012, the Trust defaulted on the homeowners' assessments.
BANA HAD POSSESSION IN 2013 AND WOULD NOT
7
LET ESCROW PAY HOA.

On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun City Anthem that Gordon Hansen passed away ("Tobin Letter").

**FALSE. IT HAD A
DEATH
CERTIFICATE &
\$300 CHECK 143.**

8. The Tobin Letter included a copy of the Notice of Hearing sent by Sun City Anthem as it was stamped by Red Rock as received on October 8, 2012 with other parts of the letter.

9. The Tobin Letter also stated she was late and delinquent on assessments, that she was attempting to short sale the Property, and she did not intend to pay any additional assessments after the enclosed check. **I SAID TO COLLECT OUT OF ESCROW AS IT WAS SOLD.**

3

13. The Ledger and Payment Allocation indicate that payment was applied to **ON 12/14/12 \$275 ASSESSMENTS DUE + \$25 LATE FINE**
4. On December 14, 2012, the HOA, through Red Rock recorded a notice of **WAS OWING - NOT THE \$925.76 RED ROCK CLAIMED ON LIEN.**

4. On December 14, 2012, the HOA, through Red Rock recorded a notice of default and election to sell. The first notice of default was rescinded on or about April 3,

4 4 18

**SEE SCA 618. RED
ROCK HAS TWO
SETS OF BOOKS.**

18. The Red Rock Ledger indicates the July 1, 2012 assessment payment was late, this was put in the second notice of default and election to sell, and is confirmed by the Tobin Letter.

19. On February 12, 2014, the HOA, through Red Rock, recorded a notice of foreclosure sale. **YES, BUT IT WAS CANCELLED ON 5/15/14, A
WEEK AFTER I SOLD IT ON AUCTION.COM**

20

20. The Notice of Sale correctly referenced the second notice of default and election to sell that was recorded on April 8, 2013. **BUT DEED DOES NOT
RESCINDED NOTICE OF DEFAULT.**

DEED RECITED 3/12/13

21

21. Red Rock complied with all mailing requirements. Mailings went to both the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin signed for some of the mailings herself.

**FALSE. RED ROCK & SCA
HAD NO PROOFS OF
SERVICE FOR DISPUTED
NOTICES & FALSIFIED
SOME (SCA 278 & SCA
286).**

22. The sale was scheduled for March 7, 2014, in the Notice of Sale. The sale was posted and published.

The sale was postponed three times.

POSTPONED > 3 TIMES PER LEIDY 5/11/18 DECL

False, They did nothing to help me. They helped NSM cover up the 5/8/14 \$367,500 auction.com sale.

4 24 The postponements were made in part to help Tobin attempt to short sale

4 25 Tobin contracted with Craig Leidy to help her short sale the Property.

5 1 26 Craig Leidy requested the HOA waive thousands of dollars off the debt.

FALSE. SCA 317 WAS LEIDY'S ONLY REQUEST. SCA 302 WAS NATIONSTAR

5 2 27 The HOA communicated that it would waive some amounts but could not

FALSE. SCA 276 WAS THE BOARD APPROVING A FAKED OWNER'S REQUEST

28 Communication between Nationstar and Craig Leidy appears to indicate

the balance was too high for Nationstar to allow the short sale **FALSE**

WHY DID NSM

29 Sometime in May 2014, The Estate of Gordon Hansen entered into a purchase Agreement with MZK Residential LLC, contingent on short sale approval. **\$367,500 AUCTION.COM SALE BLOCKED BY NSM.**

REJECT THE

\$367,500 SALE, &

THEN LET RED

ROCK SELL IT FOR

\$63,100?

30 The HOA foreclosure took place on August 15, 2014, whereby the HOA, through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes LLC for \$63,100.00. **WITH NO NOTICE WHATSOEVER**

31 31.A foreclosure deed in favor of Opportunity Homes LLC was recorded on August 22, 2014.

LEIDY ANSWERED

THAT HE GOT NO

NOTICE EITHER.

SCA 223-224 IN

FAKING INTERPLEADER

32 32.On October 13, 2014, Tobin sent an email to Craig Leidy, where she indicated her belief that he failed to protect the Trust's interest, that she believed he was working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock interplead the excess proceeds .

33 33.On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The Order states: **DUPLICITOUS & MSJ DOESN'T RELATE**

**THE ONLY REASON
MSJ WAS GRANTED
WAS MY CONTRACT
WAS WITH THE
BROKER, NOT WITH
LUCAS**

TO HOA OR SALE
While it is true that Mr. Lucas is a real estate licensee and an independent agent working with BHHS, BHHS is a real estate company that employs more than 800 real estate agents in Las Vegas valley alone, and Mr. Lucas is not bound by the agreements that Tobin could have signed with other BHHS agents.

34 34.Tobin has filed one cause of action for Quiet Title/Declaratory Relief against the HOA. **OTHER 5 COAS DISMISSED FOR MEDIATION**

35 35. On January 10, 2019, the Court issued a Minute Order on Tobin's Motiono Amend Answer, Counterclaim, and Crossclaims that was filed on November 30, 2018.

6 2 36 36.No separate order or entry of order was filed regarding the Amended Answer, Counterclaim, and Crossclaims.

**SINCE THERE WAS NO ORDER GRANTING AMENDMENT OF MY
1/31/17 CRCM VS THE HOA, THIS MSJ SHOULD HAVE BEEN AGAINST ME AS
AN INDIVIDUAL AS WELL AS ME AS A TRUSTEE SINCE I FILED THE 1/31/17
CRCM IN BOTH CAPACITIES. OCHOA KNOWS THIS, BUT LETS IT STAND SO IT
DEPRIVED ME OF MY RIGHT TO APPEAL AS AN INDIVIDUAL.**

DISPUTED FACTS ALLEGED IN 190417 ORDER GRANTING SCA MSJ

Page Line Paragraph EXCERPT FROM FINDINGS OF FACT

1. In 2003¹, Gordon B. Hansen obtained a loan to purchase the real property located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property").
2. PG. 3, LINE 6, PARA 4 In 2012, the Trust defaulted on the homeowners' assessments.
1. 3, 6, 7. On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun City Anthem that Gordon Hansen passed away ("Tobin Letter")².
2. 3, 8. The Tobin Letter included a copy³ of the Notice of Hearing sent by Sun City Anthem as it was stamped by Red Rock as received on October 8, 2012 with other parts of the letter. SCA 635
3. PG. 3, PARA 9. The Tobin Letter also stated she was late and delinquent on assessments, that she was attempting to short sale the Property, and she did not intend to pay any additional assessments after the enclosed check.⁴
4. PG. 3 13. The Ledger and Payment Allocation indicate that payment was applied to the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.⁵
5. PG 4, PARA 14 On December 14, 2012, the HOA, through Red Rock, recorded a notice of delinquent assessment lien.⁶
6. PG 4, line 5, PARA 15 .On March 12, 2013, the HOA, through Red rock, recorded a notice of default and election to sell. The first notice of default was rescinded on or about April 3, 2013.

¹ 7/31/03 was executed by Gordon and Marilyn Hansen to purchase the property. It is not in dispute. The disputed DOT was originated by Western Thrift, not first City Mortgage, executed on 7/15/04 by GBH, after the divorce. Joan H. Anderson, Trustee, MERS nominee for the beneficiary.

² And that the property had sold, the owners would be moving in shortly and any questions should be addressed to the listing agent, Doug Proudfit

³ Senders copy is found in SCA 635 could not have come from the recipient. The Tobin letter was sent to the HOA. RMI as SCA's managing agent forwarded the 10/3/12 letter with two attachments. i.e., "check for HOA dues" (SCA 640) and GBH's death certificate, to RRFS after they(RMI dba RRFS) had prematurely started adding unearned, unauthorized collection fees.

⁴ Nonsense. I told the HOA the fees would be paid out of escrow and then by the new owners. Who could have known that the Sparkman would live there for six months (October 2012 until April 2013) without the unknown investor approving a sale. See Proudfit DECL exhibit 3 5/23/19 RPLY. BANA never claimed to be the owner of the DOT. (Proudfit email

⁵ SCA 618 shows that check 143 was applied to pay the quarter 7/1/12-9/30/12, but that is contradicted by other documents. SCA 621 et seq shows that check 143 was applied to fees and other charges (contrary to NRS 116A.640(8)). On 10/18/12 (SCA 625) a balance of \$469.15 remained due. See also Resident Transaction Report Page 1335 which shows that the HOA received the money back from RRFS on 11/6/12 and credited the owner's account on 11/9/12, leaving a balance of \$351.21. The foreclosure deed recited that the default occurred on 7/1/12 as stated on the rescinded 3/12/13 NODES and that there were no payments after 7/1/12.

⁶ NODA (NRS 116.31162(a)(1) was not mailed to me until 1/3/13 (SCA 591) after the fact of recording a lien on 12/14/12 (SCA 592). It was mailed containing inaccurate and unauthorized charges and was not rescinded after check 143 was allegedly allocated to pay the quarter ending 9/30/12 (SCA 618). I did not get the notice of intent to lien RRFS alleged to have been sent on 9/17/12 (SCA and which would have been nullified anyway by check 143 submitted on 10/3/12.

7. PG 4, LINE 12, PARA 18. The Red Rock Ledger indicates the July 1, 2012 assessment payment was late⁷, this was put in the second notice of default and election to sell⁸, and is confirmed by the Tobin Letter.⁹
8. PARA 21. Red Rock complied with all mailing requirements¹⁰. Mailings went to both the Property address (White Sage) and Tobin's home address (Olivia Heights).¹¹ Tobin signed for some of the mailings herself.¹²
9. PARA 22. The sale was posted and published.¹³
10. PG 4, PARA 23 The sale was postponed three times.¹⁴

⁷ But it was paid and credited three different ways in RRFS and SCA records. There was no default on 7/1/12.

⁸ So what? 4/8/13 NODES was not referenced in the 8/22/14 deed recitals.

⁹ It is true that RRFS recorded a \$925.76 lien on 12/14/12 when only \$275 + \$25 late fee was due and owing. It is further deceptive in that I received no notice of the lien until the certified mailing of the notice of delinquent assessments (NODA) required by NRS 116.31162(1)(a)(2013) was mailed on 1/3/13, more than two weeks after the lien was recorded and almost two weeks after RRFS responded to a request for pay off figures from TICOR TITLE. (SCA 598) so RRFS could be paid the \$1380 demanded out of the Sparkman escrow.

¹⁰ Mailing requirements were not met. Prior to initiating the unnecessary collection actions, none of the notifications required by the CC&Rs were provided. (11/11/17 BOD resolution, SCA 168-175 Delinquent Assessment Policy, Quarterly Delinquency report required by SCA bylaws 3.21(f)(v). None of the notices required by NRS 116.31162(4) schedule of fees, offer of a payment plan, offer of a hearing were provided. None of the due process mandated by NRS 116.311085 was provided. NODA (NRS 116.31162(a)(1) was mailed on 1/3/13 containing inaccurate and unauthorized charges. On 1/16/13 RRFS updated the figures and provide them to Ticor Title on 1/16/13 for the Sparkman escrow. ON 3/12/13 a NODES was mailed, but then rescinded on 4/3/13. A second NOS was recorded on 5/7/13 I sent it to BANA. On 5/9/13 Miles Bauer tendered \$825 that was actually delinquent but no notice was given to me, the listing agent or the title company that the tender had been made and rejected. On 5/29/13 RRFS gave payoff figures to Ticor Title for the Mazzeo escrow. BANA blew that escrow up in June 2013. BANA refused to take a deed in lieu in the summer of 2013. BANA took possession but did not record a NODES on the DOT. The "courtesy" notice on 1/29/14 and the published 2/12/14 notice of a sale scheduled for 3/7/14 were the only notices of any kind I got from SCA or RRFS. (I gave it to Leidy who told me that the HOA couldn't sell if the banks paid the nine months the HOA was guaranteed. Leidy told RRFS there was a cash offer on 2/25/14. RRFS responded to Chicago Title's payoff figures on 3/28/14. The last ledger Leidy received which he forwarded to me when I demanded to know if he had known that the sale was going to actually happen. On 5/8/14 I signed the MZK \$350,000 offer from the www.auction.com. The Ombudsman's compliance records show that the Ombudsman was notified that the sale rescheduled to 5/15/14 was cancelled. There is no reference to L in the many emails between me and Leidy in the summer of 2014 where I was signing lots of papers to get the lender to stop blocking FMV sales

¹¹ None of the notices alleged in SCA 275- 300 were sent to me, Leidy, or the property. There are no proofs of service in the 50+ pages of proofs provided in RRFS 001-425, duplicated in SCA 176-643. There are no return to sender from 2763 White Sage when the property was vacant of any of the notices I dispute. These alleged notices cover up the fact that SCA 302 is a second rejected offer of a super-priority amount that was made by NSM on 5/28/14 and falsely depicted as a request from the owner.

¹² I signed for courtesy notices dated 8/15/13 (while BANA had possession) and 1/29/14. I don't dispute that the 2/12/14 NOS was properly mailed. I dispute that there was any notice of the 8/15/14 sale after it had been cancelled (per the Ombudsman) and reasonably after the legitimate www.auction.com 5/8/14 sale, or at least postponed, per Leidy DECL at least four times.

¹³ No notice of sale was posted or published for a sale on 8/15/14 that met the requirements of NRS 116.311365. The 2/14/12 NOS was cancelled and not replaced. No requested notice was given to my agent. I received no notice. The Ombudsman did not get advance notice of the sale. No one was given any notice after it happened. There was no notice on any SCA Board agenda of any decisions leading up to the sale as required by NRS 116.31083. There was no notice of any opportunity to

¹⁴ See Leidy 5/11/18 DECL (Pg 2, PARA 5) that was included as Exhibit 2 of the 5/23/19 Reply to 5/2/19 SCA's opposition to the 4/29/19 MRCN

11. PG 4, PARA 24 short sale¹⁵ The postponements were made in part to help Tobin attempt to
12. PG 5, PARA 26 debt.¹⁶ Craig Leidy requested the HOA waive thousands of dollars off the
13. PG 5 PARA 27 The HOA communicated that it would waive some amounts but could not
14. PG 6, PARA 28 Communication between Nationstar and Craig Leidy appears to indicate the balance was too high for Nationstar to allow the short sale
15. PARA 30 The HOA foreclosure took place on August 15, 2014, whereby the HOA, through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes LLC for \$63,100.00.
16. PARA 31 A foreclosure deed in favor of Opportunity Homes LLC was recorded on August 22, 2014.
17. PARA 32 On October 13, 2014, Tobin sent an email to Craig Leidy, where she indicated her belief that he failed to protect the Trust's interest, that she believed he was working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock interplead the excess proceeds.
- 18.34 Tobin has filed one cause of action for Quiet Title/Declaratory Relief against the HOA.

¹⁵ Misrepresents the evidence. There is nothing the HOA or any of its agents ever did to help me sell this property. They ambushed me at every turn.

¹⁶ There is nothing in the record to support this. Link to the SCA disclosures regarding requests for waivers and alleged notice to me. All misrepresent the fact that NSM offered \$1100 to the HOA so the MZK deal could close, but it was not given to the Board and no notice was given to me. The board was told that the owner requested a waiver, but I did not and there is nothing in any record to show that Leidy did. The notices they claimed to have sent on 7/2/14 were not sent. I have all emails between me and Leidy and there is no reference to any such thing. Leidy published on 7/25/14 that the property was back on the market after the lender refused to close the MZK deal and he "had all the other liens worked out" I signed an extension of the listing agreement at a higher price on 7/25/14 because the lender demanded it. These things don't make sense if we had a clue what RRFS was doing. Exhibits.

SCA 631 IS 10/3/12 "TOBIN LETTER"

Pg. 3, 8. "The Tobin Letter included a copy of the Notice of Hearing sent by Sun City Anthem as it was stamped by Red Rock as received on October 8, 2012 with other parts of the letter."

October 3, 2012

To: SCAHOA

Re: Delinquent HOA Dues for 2763 White Sage Dr.

Enclosed please find:

1. Certificate of death for Gordon B. Hansen, property owner, on 1/14/2012
2. Check for \$300 HOA dues

On 2/14/2012, I listed Mr. Hansen's property for short sale with the Proudfit Realty Company. I continued to pay the HOA dues owed on the property, and wrote the enclosed check on 8/17/2012. Unfortunately I failed to mail the check in a timely fashion. Subsequently, an offer was placed on the property as a short sale, and it is my understanding that the buyers will be moving in within the next month.

It is my request that the HOA pursue collection of any future HOA dues from the buyers within the escrow or from them directly once the sale is complete or however you normally handle cases in which the owner is deceased.

Any questions, please contact Doug Proudfit.

Thank you.



Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052



SCA000631

TOBIN. 4987

SCA 635 IS A HEARING NOTICE THAT
COULD NOT HAVE BEEN SENT FROM ME
TO RRFS AS ALLEGED.
IT IS THE SENDER'S COPY.
THERE WAS NO HEARING.

This was not attached to my 10/3/12 letter
Anthem
SUN CITY

Hearing Notice and Sanction for Delinquent Account

2450 Hampton RD * Henderson * NV * 89052
L702-614-5816/5817 * f.866-941-5644 * e. homeownerresponse@scacal.com
w.https://www.sca-hoa.org

Certified Article Number

7160 3901 9849 6408 7011

SENDERS RECORD

Thursday, September 20, 2012

Gordon B. Hansen
2664 Olivia Heights Ave
Henderson NV 89052

Subject: Suspension of Membership Privileges for Delinquent Accounts

COPY

Property Address: 2763 White Sage Dr Henderson NV 89052

Violation Type: Assessments/Fines/Violations - Delinquency
Last Inspection Date (if applicable): NA

Reference/Requirement: CC&R 7.4 Compliance & Enforcement, CC&R 8.7 Obligation for Assessment

chk 143 paid assessments to 9/30/12

Dear Gordon B. Hansen,

no hearing was held

Your account is listed as delinquent and is now at collection with the Red Rock Financial Services (RRFS) which is a debt collection agency. Therefore, as required by the Board of Directors, your membership privileges shall be suspended on the date of the hearing if RRFS records indicate the account remains at collection for an amount in excess of \$99.00. **This is the only notice of this hearing and the sanction.** The hearing is scheduled for 10/10/2012 at 9:00 AM at the Anthem Center. If you plan to attend the hearing **PLEASE BRING PROOF** that your account is paid in full (current). *check 143 sent to "SCA HOA" on 10/3/12 - not to RRFS*

Attendance at the hearing is not required. If you do not have proof your account is current, and you want to appeal or dispute the Association charges on your account, please follow the process described on the enclosed sheet (Collection Account Inquiry Procedures).

As a service, you will be provided the opportunity to meet with an RRFS representative to discuss your account at Anthem Center on the day of your hearing.

You have the right to appeal the decision to impose this sanction. To do so you must submit a written appeal to the Board of Directors at Sun City Anthem within 15 days after the hearing date at the following address:

Sun City Anthem Community Association, Inc
ATTN: Board of Directors
2450 Hampton Road
Henderson NV 89052

On behalf of the Association,

Sacha Fotu

Sacha Fotu
Sun City Anthem Community Association Manager
RMI Management, LLC



SUCI 0002 0480

SUCI

1

COMPLIANCE

SCA000635

TOBIN. 4989

Hearing Notice and Sanction for Delinquent Account

2450 Hampton RD * Henderson * NV * 89052
t.702-614-5816/5817 * f.866-941-5644 * e. homeownerresponse@scacai.com
w.https://www.sca-hoa.org

Certified Article Number

7160 3901 9849 6408 7011

SENDERS RECORD

Thursday, September 20, 2012

Gordon B. Hansen
2664 Olivia Heights Ave
Henderson NV 89052

Subject: **Suspension of Membership Privileges for Delinquent Accounts**

Property Address: 2763 White Sage Dr Henderson NV 89052

Violation Type: Assessments/Fines/Violations - Delinquency
Last Inspection Date (if applicable): NA

Reference/Requirement: CC&R 7.4 Compliance & Enforcement, CC&R 8.7 Obligation for Assessment

Dear Gordon B. Hansen,

Your account is listed as delinquent and is now at collection with the Red Rock Financial Services (RRFS) which is a debt collection agency. Therefore, as required by the Board of Directors, your membership privileges shall be suspended on the date of the hearing if RRFS records indicate the account remains at collection for an amount in excess of \$99.00. **This is the only notice of this hearing and the sanction. The hearing is scheduled for 10/10/2012 at 9:00 AM at the Anthem Center. If you plan to attend the hearing PLEASE BRING PROOF that your account is paid in full (current).**

Attendance at the hearing is not required. **If you do not have proof your account is current, and you want to appeal or dispute the Association charges on your account, please follow the process described on the enclosed sheet (Collection Account Inquiry Procedures).**

As a service, you will be provided the opportunity to meet with an RRFS representative to discuss your account at Anthem Center on the day of your hearing.

You have the right to appeal the decision to impose this sanction. To do so you must submit a written appeal to the Board of Directors at Sun City Anthem within 15 days after the hearing date at the following address:

Sun City Anthem Community Association, Inc
ATTN: Board of Directors
2450 Hampton Road
Henderson NV 89052

On behalf of the Association,

Sacha Fotu
Sacha Fotu
Sun City Anthem Community Association Manager
RMI Management, LLC

“In 2003, Gordon B. Hansen obtained a loan to purchase the real property located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property')." PG. 2, #1

7/31/03 DEED OF TRUST, EXECUTED BY
GORDON AND MARILYN HANSEN IS NOT
IN DISPUTE

4
50
20030731
04444

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK/INSTR: 20030731-04444

PAGE COUNT: 16

FEE: 29.00
RPTT: .00

(16)

Assessor's Parcel Number: 191-13-811-052

Recording Requested By:
CITY FIRST MORTGAGE SERVICES,
L.L.C.

MAIL TAX STATEMENTS TO:
And When Recorded Return To:
CITY FIRST MORTGAGE SERVICES, L.L.C.
379 W 500 S.
BOUNTIFUL, UTAH 84010
Loan Number: 30433886

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JULY 30, 2003, together with all Riders to this document.

(B) "Borrower" is GORDON B HANSEN AND MARILYN HANSEN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CITY FIRST MORTGAGE SERVICES, L.L.C.

Lender is a LIMITED LIABILITY COMPANY
and existing under the laws of UTAH

organized

Lender's address is 379 W 500 S., BOUNTIFUL, UTAH 84010

Lender is the beneficiary under this Security Instrument.

20030731
04444

(D) "Trustee" is LAWYERS TITLE OF NEVADA
401 N BUFFALO DR, LAS VEGAS, NEVADA 89145

(E) "Note" means the promissory note signed by Borrower and dated JULY 30, 2003
The Note states that Borrower owes Lender THREE HUNDRED TEN THOUSAND SIX HUNDRED
AND 00/100 Dollars (U.S. \$ 310,600.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later
than AUGUST 1, 2033

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

(H) "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"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing
regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or
successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,
"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan"
even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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.

20030731
.04444

TRANSFER OF RIGHTS IN THE PROPERTY

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 CLARK

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY
ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN
BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA.
A.P.N. #: 191-13-811-052

MAIL TAX STATEMENTS TO: CITY FIRST MORTGAGE SERVICES, L.L.C.,
379 W 500 S., BOUNTIFUL, UTAH 84010
which currently has the address of 2763 WHITE SAGE DRIVE

HENDERSON
[City]

, Nevada

89052

[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 COVENANTS that Borrower is lawfully seised 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

20030731
.04444

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

20030731
.04444

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

20030731
04444

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

20030731
.04444

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).

20030731
.04444

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 Homeowner's 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

20030731
04444

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

20030731
.04444

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20030731
.04444

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

20030731
.04444

demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 5.000

20030731
.04444

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

Gordon B. Hansen (Seal)
GORDON B HANSEN -Borrower

Marilyn Hansen by Gordon B. Hansen (Seal)
MARILYN HANSEN -Borrower
Gordon B. Hansen ATTORNEY IN FACT

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

20030731
.04444

[Space Below This Line For Acknowledgment]

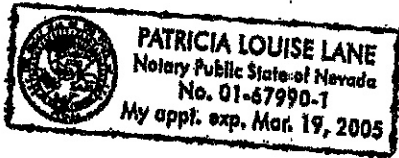
State of Nevada
County of CLARK


This instrument was acknowledged before me on
GORDON B HANSEN, MARILYN HANSEN

7-30-03

by

By Gordon B. Hansen AS ATTORNEY IN FACT.




Notary Public

(Seal)

My commission expires: 3-19-05

20030731
.04444

Loan Number: 30433886

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of JULY 2003, 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 CITY FIRST MORTGAGE SERVICES, L.L.C. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 WHITE SAGE DRIVE, HENDERSON, NEVADA 89052
[Property Address]

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

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

SUN CITY ANTHEM
[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.

20030731
.04444

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.

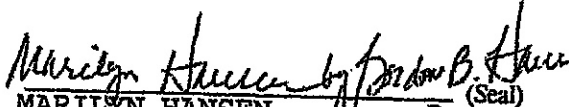
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby 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 provisions contained in this PUD Rider.


GORDON B HANSEN (Seal)
-Borrower


MARILYN HANSEN (Seal)
-Borrower
ATTORNEY IN FACT

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

NSM
145-161

Description: Clark, NV Document- Year: Date: DocID: 2004.722.3507 Page: 1 of 17
Order: 2763 Write Sage Comment:



20040722-0003507

Fee \$30.00
07/22/2004 13 32 20 T20340065760
Rev. LAND TITLE OF NEVADA
Frances Deane
Clark County Recorder Page 17

2+

17

After Recording Return To:
FLAGSTAR BANK
3151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN
1101 W MOANA, SUITE 2, RENO, NV 89509.

APR #: 191-13-811-052

446121de-DW

[Space Above This Line For Recording Data]

DEED OF TRUST

V1 NVED LOAN # 500185232

MIN 100052550018523257

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 JULY 15, 2004, together with all riders to this document.

(B) "Borrower" is GORDON B. HANSEN, An Unmarried Man.

Borrower is the trustor under this Security Instrument.
Initials: *[Signature]*

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
© 1995-2004 Online Documents, Inc.

Page 1 of 14

Form 3029 1/01

NVEDL 0402
07-14-2004 15:01

WESTERN THRIFT DOT 001

TOBIN. 5008

(C) "Lender" is WESTERN THRIFT & LOAN.

VI WECD LOAN # 556185232

Lender is a FEDERALLY CHARTERED SAVINGS BANK,
under the laws of NEVADA.
1101 W MOANA, SUITE 2000, NV 89509.

organized and existing
Lender's address is

(D) "Trustee" is JOAN R. ANDERSON.

(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) 678-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 19, 2004. The Note states that Borrower owes Lender *****FOUR THOUSAND THREE HUNDRED AND 80/100***** Dollars (U.S. \$436,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2034.

(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"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input type="checkbox"/> V.A. Rider		

(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.

NEVADA - Single Family - Freddie Mac UNIFORM INSTRUMENT
© 1998-2004 Online Documents, Inc.

Page 2 of 14

Form 3025 1/01

Initials:

NVEDEL 0402
07-14-2004 15:01

WESTERN THRIFT DOT 002

TOBIN. 5009

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. **V1 MCD LOAN # 560185232**

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] of **Clark**

[Name of Recording Jurisdiction]:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.
APN #: 191-19-811-052

which currently has the address of **2763 White Sage Dr, Henderson,**

Nevada 89052

("Property Address"):

[Street] [City]

[Zip Code]

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

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

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
© 1999-2004 Online Documents, Inc. Page 3 of 14

Form 3025 1/01

Initials: 

NVEDEDL 0402

07-14-2004 15:01

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.

11 NBOD LOAN # 500105232

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 it, 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

Initials: *TSK*

VI WACD LOAN # 940189232
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 9.

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) consents to the lien

Initials: *[Signature]*

VI MBCD LOAN # 506195232
in good faith by, or defense 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 each

Initials: *[Signature]*

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 extraordinary 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

Initials: 

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, changelocks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or 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

Initials: 

VI WBCD LOAN # 500185232

provided 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

Initials: 723

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 18, 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 the 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.

Initials: *[Signature]*

VI HBCD LOAN # 500105232
unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

Initials: *[Signature]*

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

Initials: *[Signature]*

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.

V1 WUCD LOAN # 500185232

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 defenses 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. \$/A.

Initials: 

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

Gordon Hansen (Seal)
GORDON HANSEN

State of NEVADA
County of CLARK

This instrument was acknowledged before me on JULY 16, 2004 (date)
by Gordon Hansen

(name(s) of person(s)).

(Seal, if any)



Rhonda Farmer
(Signature of notarial officer)

Title (and rank): NOTARY Public

VI WBCD LOAN # 500185232
MIN: 100052550018523257

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of JULY, 2004 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 WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

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

(the "Declaration").
The Property is a part of a planned unit development known as sun city anthem

(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

Initials: TSR

NSM 160

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.

Initials: 

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

VI WSCD LOAN # 500185232



GORDON HANSEN (Seal)

NSM 145-161 ARE THE BATES NUMBERS
OF THE WESTERN THRIFT DEED OF
TRUST

THE DISPUTE IS TWO-FOLD:

- 1.DID THE HOA SALE EXTINGUISH THE
WT DOT?
- 2.WAS NSM THE BENEFICIAL OWNER
OF THE WT DOT?

NSM 167-168 IS THE ASSIGNMENT OF
THE WT DOT FROM MERS TO BANA,
RECORDED ON 4/12/12.

THERE IS NO NOTARY RECORD OF THIS
ASSIGNMENT.

THERE IS NO EVIDENCE THAT THIS
COMPLIED WITH AB 284 (2011).

NSM 167-168

Inst #: 201204120001683

Fee: \$18.00

N/C Fee: \$0.00

04/12/2012 01:18:35 PM

Receipt #: 1128316

Requestor:

FIRST AMERICAN

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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



DocID# 4068258423414993

Tax ID: 191-13-811-052

Property Address:

2763 White Sage Dr

Henderson, NV 89052-7093

NV0-ADT 17710927 4/2/2012

This space for Recorder's use

MIN #: 100052550018523257

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 9062 OLD ANNAPOLIS, COLUMBIA, MD 21045 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender:

WESTERN THRIFT & LOAN

Made By:

GORDON B. HANSEN, AN UNMARRIED MAN

Trustee:

JOAN H. ANDERSON

Date of Deed of Trust: 7/15/2004

Original Loan Amount: \$436,000.00

Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0003507

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

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
APR 04 2012

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By:

Yonda Chain
Yonda Chain

Assistant Secretary

WESTERN THRIFT DOT 018

TOBIN. 5027

State of California
County of Ventura

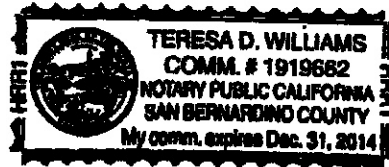
On APR 04 2012 before me, Teresa D. Williams, Notary Public, personally appeared
YODA CRAIN

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Teresa D. Williams
Notary Public: Teresa D. Williams (Seal)
My Commission Expires: 12-31-2014



DocID# 4068258423414993

WESTERN THRIFT DOT 019

TOBIN. 5028



Waiver or Reduction in Fees and Fines

June 9, 2014

RRFS # 808634

Address: 2763 White Sage Dr

Owner: Gordon B. Hansen Trust (Deceased)

RRFS Representative: Christie Marling

Dear Board

This is a lie, but if receiving a super-priority offer from a lender is treated as Red Rock Financial Services has received a request from the above referenced owner for a waiver or reduction in fees or fines. Please find below the following information: an account balance with a breakdown of that balance, details regarding the reason for the waiver or reduction request, and a section where you can let us know how you would like us to proceed. The account has been placed on hold pending your decision. Should you have any questions please feel free to contact the above mentioned representative at our office.

from the owner, rejecting it voids the entire sale.

Account Balance Information			
Association Charges		Red Rock Charges	
Assessments	\$1,925.00	Interest	\$34.32
Late Fees	\$425.00	Other	\$0.00
Fines	\$0.00		
Waiver Request (Items in Bold)			\$459.32
Current Balance Owed Association		Total Current Balance Owed	\$5,421.96
Association Balance if Waiver Granted		Total Balance With Waiver	\$4,962.64
Reason for the Request			

SCA 277 is what RRFS presented to the SCA Board instead of presenting NSM's \$1100 offer (SCA 302). SCA 302 was NSM 5/28/14 offer of one year of assessments, i.e., greater than the super-priority, to close the 5/8/14 auction.com escrow to MZK Properties, high bidder (\$350,000). 6/26/14 #16 minutes show SCA Board wrote off \$18,843.93 bad debt on two lender foreclosures. This property is not identified but this item appears to have been addressed in executive session as "one appeal to settle a delinquent account".

Board Decision

Please choose one of the following options. If you choose "Other" please detail how you would like us to proceed. As this account is currently on hold pending your decision we request a response as quickly as possible.

Tobin-Leidy emails show that neither had any contemporaneous awareness of what RRFS told the Board or what the Board was doing. This property is not on any Board agenda

- ☒ Grant the full reduction requested in the amount of \$459.32 - with condition that \$1925 is paid by 7/15/14
- ☐ Allow a partial reduction (please specify the amount)
- ☐ Other SCA refused to release minutes of any Board meeting at which action was taken against Tobin, Hansen, GBH Trust or this property.

Board Signature

Juan Capellano

Date

6/26/14

4775 W Teco Avenue, Suite 140 | Las Vegas, Nevada 89118 | 702-932-6887

TOBIN. 5029

SCA000276

808634

Printable Message

Close

Property: 2763 WHITE SAGE DR
HENDERSON NV, 89052

Subject: HOA

Body: Hello, please be advised the max I will be able to pay the HOA is \$1,100. ✱

Attachment(s): No Attachment

Created By/Date: DURAN, VERONICA - 05/28/2014 09:29:38

Notification From: VERONICA.DURAN@NATIONSTARMAIL.COM

Notification To: CLEIDY21@AOL.COM;

As the Equator Workstation is a technology platform utilized by third parties (including Servicers, agents, vendors, buyers, sellers, brokers, et.al.) to communicate and manage the process related to Servicer properties, please be advised that Equator is not a party to any transactions that take place, is not responsible for, nor does it have any control over, the content or messages being sent through its platform and hereby disclaims all liability related to such transactions, content or messages.

NSM did not disclose having made the offer in SCA 302. NSM did not rely on it in its 2/12/19 Join to SCA MSJ or in its 1/11/16 COMP vs Op Homes, or its 6/2/16 AACC vs Jimijack or its 5/3/19 Join opposing MRCN. NSM did not reference it in its 3/21/19 MSJ against Jimijack.

This stunning deception by NSM provides strong evidence of NSM's perpetration of a fraud on this court. It is an abuse of this process for NSM to claim that the sale was valid for the sub-priority portion of the lien so it could get rid of me and make a deal with Jimijack.



July 2, 2014

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Gordon B. Hansen Trust, dated August 22, 2008 ,

This letter never sent.

There was no correspondence for RRFS to be "in receipt of". There was no settlement request for \$1,000 from Tobin, Leidy, NSM or anyone.

Tobin-Leidy email exchanges show neither had any awareness of what RRFS was doing.

The court did not consider any evidence at trial or allow Leidy to be a witness.

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

Red Rock Financial Services (Red Rock) is in receipt of your correspondence. Sun City Anthem Community Association (the Association) has denied your request for a settlement of \$1,000.00; however, the Association has agreed to waive the late fees and interest from the account contingent upon the remaining balance being paid in full no later than **July 15, 2014**.

The current balance on the account is \$5237.64. Enclosed is an accounting ledger for your review. Please pay the account in full or submit a request to make payment arrangements by **July 15, 2014**. Enclosed is a Payment Agreement Request Form for your convenience. Upon receipt of such request our office will establish the Agreement and notify you in writing of its terms. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment or the Request form by **July 15, 2014** may result in the continuation of the collection process at additional costs to you.

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

Sincerely,

Red Rock Financial Services
Enclosure(S)

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

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

TOBIN. 5031

SCA000286

OCHOA FALSELY CLAIMED THAT LEIDY ASKED FOR THOUSANDS OF DOLLARS OF WAIVERS.



Waiver or Reduction in Fees and Fines

March 7, 2014

RRFS # 808634

Address: 2763 White Sage Dr

Owner: Gordon B. Hansen Trust / Realtor Cra

RRFS Representative: Christie Marling

Dear Board

Red Rock Financial Services has received a request from the above referenced owner for a waiver or reduction in fees or fines. Please find below the following information: an account balance with a breakdown of that balance, details regarding the reason for the waiver or reduction request, and a section where you can let us know how you would like us to proceed. The account has been placed on hold pending your decision. Should you have any questions please feel free to contact the above mentioned representative at our office.

Account Balance Information					
Association Charges				Red Rock Charges	
Assessments	\$1,650.00	Interest	\$18.81	Collection Fees	\$3,037.64
Late Fees	\$400.00	Other	\$0.00		
Fines	\$0.00				
Waiver Request (Items in Bold)			\$418.81		
Current Balance Owed Association			\$2,068.81	Total Current Balance Owed	\$5,106.45
Association Balance if Waiver Granted			\$1,650.00	Total Balance With Waiver	\$4,687.64
Reason for the Request					

The Homeowner of the property is deceased. The estate handler is trying to get rid of the property as there is no money in the estate to keep the property up. The realtor has asked for a postponement of the sale and waiver of late fees and interest. The realtor has at least one cash offer on the property already at this time.

SCA 317 IS LEIDY'S ONLY REQUEST FOR A WAIVER , AD IT'S DATED 3/7/14. OCHOA MISREPRESENTED SCA 302 WHICH WAS NATIONSTAR'S 5/28/14 \$1,100 REQUEST THAT RED ROCK MISREPRESENTED AS AN OWNER REQUEST

Board Decision

Please choose one of the following options. If you choose "Other" please detail how you would like us to proceed. As this account is currently on hold pending your decision we request a response as quickly as possible.

- ☐ Grant the full reduction requested in the amount of \$418.81
- ☐ Allow a partial reduction (please specify the amount)
- ☐ Other

Board Signature _____

Date _____

SCA 618 DISCLOSED THAT ON 10/18/12 CHECK 143 WAS BOTH 1) CALLED A "PARTIAL PAYMENT" BUT 2) WAS ALLOCATED TO THE \$275 DUE FOR THE



Payment Allocation Report

RRFS Account: 808634
Mgmt Account: SUCI0002048001
Information as of: October 18, 2012

QUARTER 7/1/12 - 9/30/12
AND TO THE \$25 LATE FEE
AUTHORIZED TO BE CHARGED ON
7/31/12.

Account Information

Company: RMI Management
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson NV 89052
Owners: Gordon B. Hansen; Gordon B. Hansen;

Payment Summary

Payment Processed	\$300.00
Allocation Categories	
Association	\$300.00
Total Allocations	\$300.00

Payment Detail **RRFS had no authority to keep two sets of books.**

Date:	Description:	Code:	Amount:	Check:	Memo:
10/18/2012	Red Rock Partial Payment	PPRR	300.00	PC 143	Partial Payment

Association Allocation Detail

Assessment			Total:	\$275.00
Date:	Description:	Code:	Amount:	
07/01/2012	Sun City Anthem QT Assmt	SQA	275.00	

Late Fee			Total:	\$25.00
Date:	Description:	Code:	Amount:	
07/31/2012	Late Fee	LF	25.00	

10/18/2012 11:53:28 AM Processed By: Reporting

1

Corporate Office: 7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

TOBIN. 5033

SCA000618



SCA 223 AND 224 ARE DECEPTIVE AND INTENDED TO CONVEY THE FALSE IMPRESSION THAT THE EXCESS PROCEEDS WERE CONVEYED TO THE COURT. THE \$57282.32 CHECK MADE OUT TO THE COURT WAS NEVER TRANSMITTED. THE FUNDS REMAIN UNDER THE CONTROL OF KOCH & SCOW ON BEHALF OF RRFS.

Memorandum

To: Koch & Scow – Steve Scow
From: Christie Marling
Date: August 28, 2014
Subject: Foreclosure Excess Funds

SCA MISREPRESENTED THIS IN THE MSJ. I ATTEMPTED TO MAKE A CLAIM FOR THESE FUNDS IN 2014 AND DOCUMENTED IT IN EMAILS TO LEIDY.
NRS 116.31164(3) (C) DEFINES HOW THESE FUNDS ARE TO BE DISTRIBUTED.

Enclosed you will find the below listed checks made out to Clark County District Court as well as the Title Report. Please have these excess funds interpleaded in regards to the below properties: SEE SPANISH TRAIL EMAIL

677 Principle Point Ave, Henderson, NV 89102 Foreclosure Date: 08/14/2014 Check 49916, \$14,296.10	11/30/18 STEVE SCOW TOLD ME PERSONALLY THAT THE FUNDS HAD NOT BEEN DISTRIBUTED BECUASE THEY WERE WAITING TO SEE IF THE DOT WAS EXTINGUISHED.
623 Port Talbot Ave, Las Vegas, NV 89178 Foreclosure Date: 08/14/2014 Check 49915, \$1,032.26	I HAVE OBJECTED TO THESE FUNDS GOING TO NSM THAT PROVABLY DOES NOT OWN THE DOT. SEE 9/23/16 AFFD. IT IS WORSE NOW AS NSM'S JOINDER WAS GRANTED AND IT WAS NEVER REQUIRED TO PRODUCE EVIDENCE TO SUPPORT ITS CLAIMS.
10085 Mystic Dance St, Las Vegas, NV 89183 Foreclosure Date: 08/14/2014 Check 49913, \$14,422.90	
2763 White Sage Dr, Henderson, NV 89052 Foreclosure Date: 08/15/2014 Check 49909, \$57,282.32	
654 Loughton St, Las Vegas, NV 89178 Foreclosure Date: 08/14/2014 Check 49894, \$18,614.21	THE 11/30/18 AMENDMENT TO MY 1/31/17 COMP WOULD HAVE ADDED A THIRD PARTY UNJUST ENRICHMENT CLAIM AGAINST RRFS BUT THE COURT APPROVED THE MAND ON THE CONDITION THAT NO NEW PARTIES AND NO NEW CLAIMS COULD BE ADDED WITHOUT THE COURT'S LEAVE, BUT THIS WAS THE FIRST AMENDMENT AND SHOULDN'T HAVE REQUIRED LEAVE.
6982 Mirkwood Ave, Las Vegas, NV 89178 Foreclosure Date: 8/20/2014 Check 49926, \$54,697.13	

Should you have any questions please contact Christie Marling at 702.483.2996 or via email at cmarling@rrfs.com.

Thank you,

I ALSO DISPUTE THAT SCA BOARD IS AUTHORIZED TO "OUTSOURCE" PROPRIETARY CONTROL OF SCA FUNDS. SEE BYLAWS 3.18 AND 3.20

Christie Marling
Red Rock Financial Services

4775 West Teco Avenue, Suite 140, Las Vegas, Nevada 89118 ♦ 702-932-6887 ♦ 702-341-7733 Fax

SCA000223

Red Rock Financial Services
Trust Account
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118
(702) 932-6887

usbank
Five Star Service Guaranteed
www.usbank.com
94-0169/1212

49909

8/21/2014

PAY TO THE
ORDER OF Clark County District Court

\$57,282.32

Fifty-Seven Thousand Two Hundred Eighty-Two and 32/100***** DOLLARS

Clark County District Court

MEMO



Security Features
listed on back
3370

2763 White Sage Drive Excess Funds

⑈049909⑈ ⑆121201694⑆ 153751166148⑈

Red Rock Financial Services/Trust Account

49909

Clark County District Court

Date	Type	Reference	Original Amt.	Balance Due	8/21/2014 Discount	Payment
8/22/2014	Bill	R808634	57,282.32	57,282.32		57,282.32
					Check Amount	57,282.32

Trust Account - NV 2763 White Sage Drive Excess Funds 57,282.32

Red Rock Financial Services/Trust Account

49909

Clark County District Court

Date	Type	Reference	Original Amt.	Balance Due	8/21/2014 Discount	Payment
8/22/2014	Bill	R808634	57,282.32	57,282.32		57,282.32
					Check Amount	57,282.32

Trust Account - NV 2763 White Sage Drive Excess Funds 57,282.32

SCA 224
RRFS 000048

TOBIN 5035



EXHIBIT H-1

Nona Tobin <nonatobin@gmail.com>

Fwd: We can learn a lot from this Spanish trail HOA case

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Mar 14, 2019 at 12:37 AM



I am requesting your help to get some investigative assistance, and meaningful access to Nevada's formal complaint procedures, to address this problem of HOA debt collectors and banks ripping us all off.

Specifically, the two issues I am raising I also raised in a letter to the R-J "[HOAs, foreclosures, and property rights](#)" published on 9/18/16.

1. HOA debt collectors use abusive debt collection practices to foreclose for trivial delinquent assessments, and then unlawfully retain the proceeds of the sales.
2. Banks lie to the court in HOA foreclosure litigation for quiet title so they can foreclose on deeds of trust/mortgages that they don't actually own

Can you assist in ensuring that these possibly criminal complaints are addressed by the proper enforcement authorities?

The NV Real Estate Division and CICC Ombudsman should ensure that HOA foreclosures are compliant with state law, but they have failed. Enforcement officials have been cowed, co-opted, or corrupted into being completely ineffective at any enforcement of NRS116, NRS116A, or NAC116, or NAC 116A.

Link to outline of the corruption "[HOA debt collectors wield an unlawful level of power](#)"

This systemic problem can't be effectively incorporated in my individual civil action, but must be addressed statewide.

This email describes a pattern of unjust enrichment and fraudulent concealment that (I have been told) cannot be addressed in the quiet title litigation I have over my late fiance's house (also described herein) because my case is not a class action.

This fraud is larger than last big HOA corruption case where more than 40 were indicted and four died suspiciously.

This problem involves so much more money than the last [HOA corruption scam](#) by Benzar and Nancy Quon manipulating HOA board elections and channeling construction defect cases to themselves that it should not be ignored by authorities.

I need to know how to get the appropriate enforcement agency staff to talk to me personally and to prioritize reviewing the investigative research already done.

The scale of this fraud is astounding, but it is so big because it is one way banks are trying to dodge accountability for creating worthless securities that exist in the aftermath of the 2008 collapse of the mortgage securities market.

TOBIN. 5036

A lingering consequence of the market crash

Taxpayers bailed out the banks after the crash. The TARP program made banks virtually whole despite their misdeeds. None of the investment banker perpetrators went to jail for bringing down the world economy.

A new twist

The specific situation here is a new twist on the mortgage servicing fraud, robo-signing problem that led to Nevada's [2011 anti-foreclosure fraud law AB 284](#) and the [2012 National Mortgage Settlement](#). Here, the unindicted co-conspirators that destroyed the entire housing market a decade ago are trying to cut their losses by getting title to HOA-foreclosed houses even though they don't actually own the mortgages.

A bank pretends a debt is owed to it. Actually, the debtor's IOU is to a different bank, perhaps now defunct, and there is no paper trail to the bank making the false claims.

It is very common for houses foreclosed by HOAs - in Nevada and nationwide - to have mortgages/deeds of trust that were securitized out of existence - broken up into synthetic derivatives, collateral debt swaps and tranching instruments, so esoteric and exotic that the ownership of the note is nearly impossible to accurately ascertain.

Any unscrupulous bank can step into the void and anoint itself the owner of a debt that belongs to someone else or belongs to no one. And step in, they do!

Banks' attorneys' legal sleight of hand - razzle, dazzle 'em!

The banks, and their extremely high paid and competent, albeit ethically-challenged attorneys, have figured out one way to foreclose when they had no legal right to do so and have no legal way of proving who owns the mortgage. Getting quiet title after an HOA foreclosure is one way they pull this magic trick off.

Banks reat owner protections as optional, not mandatory

They (meaning either the banks or the banks' attorneys on their own initiative, hard to say given all the smoke and mirrors) record false affidavits against the title (banned by AB284 in 2011) claiming that the owner of the home owes it a debt. Further, the bank's Constitutional protections are abridged if the bank loses the owner's home as security for a debt owed to someone, but the owner's property rights and protections against seizure without due process can be abridged with impunity.

Silence means compliance - or acquiescence

Then, probably no one challenges the banks' claim (the owner that lost the house for a trivial debt is usually either dead or devastated by debt).

The bank then is free to sue the purchaser at the HOA for quiet title. The bank blithely lies to the court, claiming falsely that it holds the debtor's IOU, i.e., the original note where the debtor promised to pay back the mortgage to the originating lender.

Rabbit out of the hat

The court will probably buy the bank's story because the documents produced seem very official and incomprehensible.

Brilliant, unscrupulous bank! The fraud is not obvious to the naked eye. A [forensic examination](#) is needed to discern it. Further, nobody is around to contradict the bank that's pretending to be owed a debt. The bank can then foreclose on the property with impunity without ever having to prove that the debt was ever really owed to it.

Meanwhile...nobody knows what escheat means

The HOA debt collectors are rewarded by nobody noticing that they unlawfully keep nearly all of many HOA sale proceeds for years.

No worries.

The bank can't make a claim for the proceeds if the HOA sale extinguishes the security instrument.

And, it's really easy for the debt collector block owners who attempt to make a claim for a portion of the proceeds -- as has been amply demonstrated both in my case and in the Spanish Trail case in the forwarded email below.

The scam works for HOA foreclosures between 2011-2015 before the 2015 law changes.

Who wins when an HOA forecloses on a minuscule debt - speculators, debt collectors, and fraudulent banks and attorneys

Speculators-in-the-know have bought almost all of Nevada's HOA foreclosures. These clever guys have gotten huge windfalls by buying HOA liens for pennies on the dollar virtually without competition from bona fide, arms-length purchasers. The vulture investor rents the properties they got free and clear for years while the wrongful foreclosure is litigated.

Why doesn't the HOA get the profits? Or the HOA membership at large?

TOBIN. 5037

Note: the HOA debt collectors unlawfully get approval for these sales from the HOA Boards in secret meetings so the HOA homeowners can't buy houses in their own HOA by paying a few bucks to cover delinquent dues. These great deals are reserved for speculators. All SCA foreclosures have gone to parties who own multiple HOA foreclosures from two to over 600 house. For example, two Sun City Anthem properties sold in 2014 for under \$8,000, and 11 of 12 SCA foreclosures that year sold for under \$100,000. I estimate this averages at less than one-third market value.

Due process for the owner takes a back seat to the HOA debt collectors drive to high-profit foreclosure.

Real estate speculators bought HOA liens for delinquent assessments in the thousands after the market crash when the banks wouldn't protect the properties from deterioration causing whole neighborhoods to be blighted. These cognoscenti bought often, sometimes in bulk, [either directly from the HOA debt collector](#) or at some poorly noticed "public" foreclosure sale.

Link to one [2012 speculator's description of how he did it](#).

[Link to UNLV Lied Institute for Real Estate 2017 study](#) , commissioned by Nevada Association of Realtors, documenting 611 HOA foreclosures and the super-priority lien, that shows a cost to the Nevada real estate market exceeding over \$1 billion between 2011-2015.

Failure to distribute the proceeds of MANY HOA foreclosures is big bucks for a few financially-conflicted/ethically challenged HOA debt collectors.

HOA debt collectors win by putting virtually ALL the proceeds of the sales in their attorney trust funds (except the actual delinquent assessments plus interest and late fees (chump change) that go to the HOA.

In my case, RRFS kept \$57,282 in "excess" proceeds and paid the HOA \$2,701.04 as payment in full. What a deal!

Seems like a disproportionate sanction to me, but probably it's in the bottom quartile of all the David Copperfield RRFS has conjured up to rip off HOA homeowners further after stealing their houses.

See forwarded email of RRFS holding \$1.1 million on one HOA sale. I think the HOA got less than 1% of that windfall.

In this Spanish Trails case RRFS has been holding a whopping \$1.1 million+ since 2014. One question is "Will the 90-year-old former owner get a fair shake in court to claim those proceeds or will the debt collectors and the banks (and maybe the judge) postpone until the bank wins by default?"

What the law says the forecloser has to do with the sale proceeds

NRS 116.31164(3)(c) (2013) requires that the funds be distributed in a certain order - to pay reasonable foreclosure costs, pay the HOA delinquent assessments, then pay off liens, last, pay the owner. The owner only gets something if the sale extinguished the mortgage.

The debt collector's attorney is not supposed to retain indefinitely the "excess" proceeds. The attorney is supposed to file a complaint in district court called interpleader and SHALL distribute the funds in the manner defined by NRS, but they just pretended to do it.

What happens in real life is the debt collectors just keep the money because they haven't gotten caught.

It's almost a state-sanctioned form of embezzlement.

This windfall is potentially in the tens of millions, and there is a pretty small crew of individuals that do this - HOA debt collectors with NRS 649 licenses and attorneys who don't need a license and so are even less regulated.

If there is no litigation, no one makes a claim for the proceeds. There is no accounting of the sale proceeds by the HOA. In fact, the HOA has no record even that a property was foreclosed using the HOA's power of sale or how much the house was sold for or any accounting. The attorneys and debt collectors tell the HOA -WRONGLY - that it is not the HOA's money so they effectively block any independent accounting of the proceeds.

I haven't found any interpleader filed for the court to distribute the proceeds of any of the [Sun City Anthem foreclosures](#) conducted in SCA's name by any of SCA debt collectors, but it's hard to be sure since they withhold, conceal or misrepresent any records they do have.

If there is litigation, like in this Spanish Trail case, it goes on for years, and 99% of the time the homeowner who lost the house is not in the case. The court fight is usually just between the bank and the buyer at the sale. The attorneys try to keep the HOA out of it except for the HOA homeowners to pay the litigation costs.

A stunning example of why attorney trust funds can't be trusted

Chapter 7 as an easy way to fraudulently abscond with all the proceeds from many HOA sales held indefinitely in attorney trust funds

The proceeds of these sales can just disappear in a morass of sham LLCs that Nevada is so good at producing while so poor at regulating.

SCA hired Alessi & Koenig, LLC after RRFS was fired.

David Alessi was not licensed to practice law in Nevada but passed himself off as an licensed attorney anyway so A&K didn't have an NRS 649 debt collection license.

That was the least of their problems

A&K dissolved the LLC, [hid its assets](#), filed [chapter 7 bankruptcy](#) and morphed into HOA Lawyers Group. Alessi only admitted in the bankruptcy proceedings as retaining \$2.9 million after having conducted at least 800 HOA "public" auctions out of their offices between 2011-2015, 500 of which per David Alessi's deposition, had named A&K as a party to wrongful foreclosure litigation. They had one [racketeering, bid rigging judgment](#) (Melinda Ellis) against them that they skipped on.

Generally, NV HOA Boards are ill-advised by financially conflicted agents who tell the BODs to do the wrong thing. SCA just pays more for it.

Link to the [notice about this scam](#) I sent on 1/25/17 that the SCA Board ignored. My reward came when the current SCA attorney/debt collector ordered me to [recuse myself from all SCA collection matters](#) after I was elected to the Board and prohibited me from accessing any SCA records without his approval.

The banks are far from blameless. Do not give them a free pass.

The banks are usually cheating as well because they are saying that they own the mortgage when they actually don't own it any more than I do.

Since it is unlawful for an HOA to foreclose after a bank had issued a notice of default (NRS 116.31162(6)), the prime pickings for HOA foreclosures were frequently ones that the bank did not foreclose on for 2-3 years of non-payment. These houses were ripe of HOA foreclosure primarily when the banks couldn't prove they owned the mortgage after Nevada passed AB 284, its anti-foreclosure fraud law in 2011. So the banks in these HOA foreclosure litigations unfairly get a second bite of the apple

Catch-22 so the owner always loses and the bank wins

In my case, the homeowner died.

The HOA sold the house to a Realtor in the listing office after the bank blocked four legitimate sales of the property. The bank now claims the HOA sale was valid to get rid of my (the estate's) property rights, but that the HOA sale was not valid to extinguish the deed of trust the bank is lying about owning.

Obviously, the highest priority to fraudulent banks is to get mortgages on their books that had been securitized out of existence. The proceeds of the HOA sale are second priority.

Two bites of the apple

So the banks in these HOA foreclosure litigations have a chance to get quiet title just by beating the speculator in court so they can foreclose without meeting the stringent stands of AB 284. Obviously it is much more worth it to those kinds of fraudulent banks to get mortgages on their books that had been securitized out of existence than to worry about the proceeds of the HOA sale.

Bottom line: who gets screwed? Easy --- The HOAs and the homeowners lose 100% of the time.

The HOAs get nothing from a sale but the few assessment dollars they certainly could have gotten easier if they had taken title by deed in lieu or had offered the property up to their own HOA owners.

How can it be good business judgment to pay collection costs that are orders of magnitude larger than the minuscule debts collected?

Instead of the HOA (or some of its owners) getting the windfall of a house with no mortgage, the homeowners get a big, fat legal bill to pay for the fight between the HOA sale purchaser and the bank for wrongful foreclosure. In SCA's dozen 2014 foreclosures owners have paid, several hundred thousand bucks in attorney fees, settlements, insurance deductibles, and other costs have accrued to collect because SCA has totally abdicated to the debt collectors and .

How the scam is working even now to screw me out of Bruce's house

The homeowner, in this case, me, got screwed by losing the house at a [surprise sale](#) for a trivial delinquency, 8th amendment anyone?

What idiot would lose a \$400,000 house for a \$2,000 debt?

I, for one, would easily have corrected a \$2,000 delinquency had I thought, in a million years , that the bank - the same bank, mind you, that claimed \$389,000 was owed to it -- wouldn't stop the HOA from selling the house for \$63,100 when a \$358,800 offer from a bona fide purchaser was on the table.

TOBIN. 5039

Oh well...current status of my one little stolen house case

There will be a hearing on March 26 on motions for summary judgment. The trial is set for May 28, 2019.

Here is a [link to a counter-motion](#) I drafted yesterday that I am sure my attorney will choose not to file after because my draft is focused on the bank's duplicity and not exclusively on the (considerable) statutory deficiencies of the HOA sale per se.

However, it shows how the banks' attorneys are trying to use the HOA foreclosure quiet title proceeding to unfairly gain title to a property when its claim to be owed around \$400,000 is provably false.

Abusive collection practices tip the scales against owners, especially dead owners

In this case, the debt collector should have stopped the HOA sale when the bank tendered nine months of assessments, the super-priority, but instead, it carried on in secret meetings (of which there are no agendas and no minutes) to get the SCA Board to approve an unnecessary sale without telling me. The debt collectors unlawfully refused the banks' tender of the super-priority amount twice, and each one should have stopped the HOA sale, but the debt collector never told the Board what it did.

Why don't more owners sue after losing their expensive house for a trivial debt?

It's simply a low percentage game.

It has cost me over \$30,000 in attorney fees already and trial isn't until May in this four-year long case. My attorney has been very generous with reducing fees and looking at my work, but most attorneys won't represent a homeowner because the chance of recovery is so small and the banks' resources so formidable.

Spanish Trail case - no distribution of \$1.1M yet for 90-year-old who lost his house in 2014, but who cares? He'll be dead soon anyway.

Here's the minutes of the [February 5 hearing](#) in the Spanish Trail case that was continued to March 5. Link to the March 1 minutes of the [hearing that inexplicably occurred on March 1](#) and not March 5.

How this tome started: Forwarded email about Spanish Trail case shows how easy it is to steal when nobody is looking.

The email I am forwarding was my attempt to articulate the nuances of this scam to my attorney which he probably didn't read. I don't think he charges me for reading my long descriptions of the systemic deficits and scams because he is already not billing me for all the time it takes just to deal with trying to get quiet title to Bruce's house,

Bank attorney boilerplate strategy doesn't mean their fees are less

For the benefit of any potential investigator, the email below demonstrates the exact same legal sleight of hand used in the Spanish Trail case will be used to try to crush me later this month.

Thank you in advance for any assistance you can provide...and for reading this far!

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

----- Forwarded message -----

From: **Nona Tobin** <nonatobin@gmail.com>

Date: Mon, Feb 25, 2019 at 9:13 AM

Subject: We can learn a lot from this Spanish trail HOA case

To: Joe Coppedge <joe@mushlaw.com>

1. **Volunteer SCA Board violated their own CC&RS and sanctioned this owner by authorizing foreclosure in secret on the advice of counsel.**
2. **HOA managers/debt collectors/attorneys usurp the HOA power to foreclose for their own unjust enrichment.**
3. **Once the foreclosure is over, the attorney tells the HOA Board it's not the association's problem; it's between the buyer and the bank.**

All proceeds of HOA sales must be accounted for by SCA, but the SCA Board has been told that once the account goes to the debt collector it's not their problem.

TOBIN. 5040

Attorneys Koch & Scow have held the sale proceeds for four years in both this Spanish Trail case and 2763 without filing for interpleader

....probably collecting the interest, not filing interpleader, and keeping what nobody notices.

This is much more money, RRFS kept [\\$1,168,865 in excess proceeds](#) after the 11/10/14 sale.

It looks just like the RRFS trust fund check to the court for [\\$57,282 excess proceeds](#) check from excess proceeds after the 8/15/14 sale that Koch & Scow never filed for interpleader. When I attempted to make a claim for those funds in September 2014, I was rebuffed.

the 2/5/19 Spanish trail hearing is about proceeds from 11/10/14 sale

The owner, not in the case, gets the proceeds if the sale extinguished the loan

Here are the [minutes of a 2/5/19 hearing](#) where attorney Akin (not on efile list) was waiting for outcome so his 90-year-old client (former owner?) could see about the excess proceeds. Continued to 3/5/19. Will Ackerman attorney even go to interpleader or will she let the old owner have it?

Ackerman got Spanish trail sale to be valid, but sale did not extinguish loan

[Order granting MSJ to the bank 12/5/18](#)

But the court finds that the HOA could only foreclose on the sub-priority portion of the lien

This is what Ackerman is trying to do in the 2763 case, only representing a different bank.

Ackerman may be a front for bank fraud like attorneys for the mob

Ackerman got quiet title for Thornberg, the bank who I suspect is fraudulent and claims to have gotten the beneficial ownership from MERS. This is like 2763 DOT. I say this because in 10/1/11, Nevada legislature passed AB 284 which made it a felony for banks to use robo-signers to execute notarized false assignments of mortgages. In this case, the owner defaulted in 2011 on the DOT and the HOA filed a NODES in late-2011, why didn't the bank foreclose for over three years until the HOA sold it in late-2014?

[Bank MSJ: Foreclosure only sub-priority piece is valid](#)

The Ackerman MSJ is what they will be arguing about 2763. Bank made super-priority tender. It was refused. Sale did not extinguish the loan because HOA only foreclosed on sub-priority portion. Argues that it doesn't matter if Saticoy is a bona fide purchaser. Shadow Wood applies as sale was commercially unreasonable and unfair.

Banks were the proximate cause of the delinquency by blocking sales and refusing title by deed in lieu

The fact that both banks tendered the super-priority amount is supported by the RRFS/SCA disclosures, and it is a strong reason well briefed by Ackerman for protecting the DOT, so we have to show that because BANA and Nationstar were provably engaged in mortgage fraud, they were complicit in preventing the estate from paying the assessments by BANA's refusing to close two escrows out of which the HUD-1s show the assessments would have been paid, and by Nationstar's refusing to close two escrows from bona fide CASH purchasers at market value and not responding to the \$375,000 offer I signed on 8/1/14.

[HOA OPPC to bank MSJ](#)

John Leach was SCA's attorney until 2017 when Clarkson took over. His OPPC shows the same attitude SCA has showed to me.

- The HOA doesn't belong in the case.
- RRFS did everything right
- The fight is rightly just between the bank and purchaser in possession
- The owner is just a loser, not the HOA's problem

The SCA Board violated its duty to the homeowners by abdicating to self-serving agents

Here's where our case has to differentiate itself. We have to hold the HOA Board accountable for letting the debt collector/manager/attorney use the HOA power to foreclose to screw the HOA and ALL the owners. Doing collections and foreclosures in secret keeps the chance of compliance low, keeps neighbors from helping a neighbor in trouble, or an out of state executor that doesn't get proper notice from knowing what to do. Not publishing that a house is going to be foreclosed to the owners prevents any owner from bidding.

The Board can't wash its hands. It's wrong for them to blindly listen only to RRFS without having to listen to the owner. FSR/RRFS set the owner up to get the property into foreclosure for way more ways to make money than just charging usurious fees.

Undisputed facts about how SCA Board did as they were told but it was wrong

The volunteer Directors have been tricked by self-serving agents into doing what the agents say they HAVE TO DO.

In this case, the Board was handling collections and foreclosures such that it made money for the agents, but were actually against the law or SCA governing docs: Here is a [link to emails](#) where the former Board President told me how

TOBIN. 5041

the Board handled foreclosures in 2014 - **all in closed BOD meetings under RRFS control.**

1. Give complete control over collections to the manager/debt collector of accounting with no checks and balances or any need to ever hear from the owner affected.
2. Keep everything strictly confidential and
3. trust that the manager and debt collector are doing it right
4. Allow the manager to report after an account was sent to collections and never check what fees were charged or what the circumstances might be, like the owner died and it was in escrow
5. assume that since the debt collector said they gave a notice and no owner ever filed an appeal, that everything is fine
6. Make all decisions in executive session without specifying the name of the party or the proposed sanction
7. Do not publish the quarterly delinquency report required by the bylaws even though that's how delinquent taxes are publicly reported
8. Adopt a fee schedule but do not give it to the homeowner who is subjected to them and don't audit anything that RRFS charges to see if it's right
9. Listen only to the debt collector and never tell the owner when decisions are being made to sanction them
10. Do not put specifically on the agenda or give the owner any requested minutes from BOD meetings in executive session where actions about the owner were decided:
 - when the debt collector said that the owner requested a waiver of \$459 and the owner was not permitted to be present why the debt collector said that the BOD could only waive assessments, late fees and interest, but could not waive the collection fees
 - when a pay plan was offered, considered or rejected
 - when it decided to post the property for sale, or
 - when the BOD was asked to postpone or cancel the sale, or
 - was told what the date of the sale was to be, or
 - was told that the foreclosure occurred · the BOD discussed the owner's delinquency and possible sanctions,
11. when the BOD was told of the possible alternatives to aggressive collections, such as a deed in lieu, wait to collect out of escrow without charging or unnecessary collection charges, small claims, accept the bank's tender of the super-priority and restart the clock on what the owner owes,
12. Adopt a policy and procedure that defines how the governing documents will be enforced providing specific due process steps, but carve out an exception for predatory collections and foreclosure, the harshest of all penalties, and do that in secret, don't tell the owner that you did it, make any appeal without litigation impossible and then treat the owner like a criminal if she tries to get the stolen house back.

Legal theory for the Board's authority and why it can't be delegated or agents be unsupervised.

The Association exists to protect the owners' common good.

The Association is not the Board; it is the membership at large.

The Board has the sole power to act.

Agents can advise, not direct.

Board's fiduciary duty is act solely and exclusively for the association's, i.e., all owners' benefit.

The Board owes no duty to its agents.

The agents have no rights, only duties, to the Association, i.e., agents have fiduciary duty to protect the due process rights of the owners.

Our case is unique in arguing violations of due process guaranteed by [NRS 116.310313](#) and [NRS 116.31085](#), [SCA CC&Rs 7.4](#).

This is not the way the agents act and it's not the way they have trained the Board to act, but it's the way the law and the governing documents say it is.

1. The BOD has authority to maintain the common areas and other services funded by assessments.
2. The Board has the authority to determine the amount of the assessments needed to cover the maintenance and protection of the common areas.
3. The HOA is a mutual benefit, non-profit entity which exists solely for the purpose of maintaining the property values and quality of life in the community.
4. The directors, attorneys and managing agents are all fiduciaries by law and they must act in good faith in a manner which is solely and exclusively in the best interest of the association and use good business judgment.
5. The Board has the sole responsibility for adopting an annual budget to fund maintaining the common areas and programs and activities to support the community life.
6. [SCA bylaws 3.18a,b,e,f,g,i /3.20](#) prohibit the Board from delegating and abdicating control over any of SCA's money: budgeting, levying and collecting assessments, setting up the bank accounts where the money collected

TOBIN. 5042

goes, controlling the signatories, setting up the use rules and restrictions and enforcing them

7. The Board is the sole authority on the enforcement of the governing documents.
8. While managing agents and attorneys can advise and implement, the Board alone is the decider.
9. NRS 116 and NRS 116A (for managing agents) has provisions which specifically define the authority and limits constraining the Board before it can sanction owners for alleged violations
10. See the [Table of Authorities](#).

Nona Tobin

(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

nevadabarforms@gmail.com <nevadabarforms@gmail.com>

Sun, Mar 6, 2022 at 12:25 PM

Reply-To: complaints@nvbar.org

To: nonatobin@gmail.com

First, Middle and Last Name

Nona Tobin

Your Address

2664 OLIVIA HEIGHTS AVE

Henderson, NV 89052

[Map It](#)

Your Email

nonatobin@gmail.com

Your Primary Telephone Number

(702) 465-2199

Attorney Information

Attorney Name

David Ochoa

Law Firm Name

Lipson Neilson

Attorney Address

9900 Covington Cross Dr., Suite 120

NV Las Vegas

[Map It](#)

Previous Contact with the State Bar of Nevada

Have you previously contacted the State Bar of Nevada regarding this matter?

Yes

If yes, when and how did you contact us?

9/4/17 v. Adam Clarkson

2/14/21 vs. Joseph Hong

2/16/21 vs. Brittany Wood

2/23/22 vs. Melanie Morgan, Akerman LLP

2/28/22 vs. Wright Finley Zak LLP

3/2/22 vs. Steven Scow Koch & Scow

If known, what was the file number for the case or claim?

17-1198; 2100181; 21-0187

Hiring the Attorney

Did you hire/retain the attorney about whom you are complaining?

No

TOBIN. 5044

What is your connection to the lawyer?

Ochoa/Lipson Neilson was opposing counsel allegedly representing the HOA (Sun City Anthem), but I actually think he was required to represent the insurance company whose interests might have conflicted with the HOA's. I also think he was taking direction from the HOA's managers and the HOA attorney/debt collector Adam Clarkson who were financially motivated to direct Ochoa to obstruct my case.

Names and contact information for other persons who can provide additional information concerning your complaint

None I can think of that aren't already implicated.

Litigation

Case Name

Jimijack irrevocable Trust vs. Bank of America and Sun City Anthem

Case Number

A-15-720032-C

Name of court or agency

Nona Tobin

Explanation of Grievance

Complaint Details

Exhibit A: Ochoa Obstructed Settlement

He unilaterally deprived me of my CC&Rs XVI (A-1) right to dispute resolution without litigation, and rejected my 3/22/17 settlement offer (that would have ended the litigation before I was elected to the Sun City Anthem (SCA) Board of Directors) unilaterally without approval of the HOA Board. On the same day that he rejected my offer to settle without investigation of my claims, he pursued a meritless second motion to dismiss (2/23/17 motion to dismiss pursuant to NRS 38.310(2) to go to mediation did not mention the issue of not having an attorney) on the grounds that as a pro se I was practicing law without a license and therefore all my individual claims, as well as those of the Trust that owned the property at the time of the sale, were void ad initio. The damages to me have been severe and now exceed One Million Dollars. See video on YouTube "What happened after Sun City Anthem refused Nona Tobin's offer to settle at no cost?"

Exhibit B: Obstructed Litigation And Appeal

Acting inappropriately, I believe, under the direction of HOA Legal counsel and debt collector Adam Clarkson and HOA manager Sandy Seddon, David Ochoa's abusive pattern of obstructing civilized dispute resolution, and then obstructing my ability to get my claims fairly adjudicated in litigation, is the foundation of my complaint. None of this abuse benefited the HOA in any way. I believe it has been done for improper purposes, including covering up the wrongdoing of the HOA's agents and assisting Sandy Seddon and Adam Clarkson in their relentless retaliation against me for being a whistleblower on HOA issues unrelated to the quiet title dispute. Lipson Neilson did not participate in mediation in good faith on 11/13/18 and then obstructed my ability to get the dismissed claims returned to the jurisdiction of the civil court by pursuing the false narrative that I had never been a party as an individual. See also 2017 and 2022 complaints against Adam Clarkson.

Exhibit C: Misrepresented and Suppressed Evidence

Ochoa suppressed and misrepresented evidence and successfully prevented my case from being heard on its merits, most notably this involved suppressing the 500 pages of verified evidence I submitted to support my 4/20/19 motion for reconsideration of the 4/18/19 order that wrongly granted Ochoa's meritless motion for summary judgment as to the closed Hansen Trust's quiet title claim. This evidence had been filed previously on 4/17/19, but was stricken from the record at the 4/23/19 ex parte meeting between the judge and the attorneys for Nationstar and Jimijack. Both of these unscrupulous schemes for evading judicial scrutiny of inculpatory evidence successfully suppressed the Real Estate Division Ombudsman for Owners in Common Interest Communities' enforcement records for HOA foreclosure notice of sale compliance that had been authenticated on 4/15/19 and the verified evidence I filed on 4/17/19 and 5/23/19, 610 pages and 509 pages respectively.

Exhibit D: Concealed Evidence

He failed to produce in discovery ANY of the requested HOA records, including compliance and enforcement records, and Board agendas and minutes that are specifically available to all HOA members by statute. He concealed all of the HOA's official records and accounts that had probative value to my case without claiming privilege on his NRS privileges log.

Exhibit E: Disclosed false & falsified evidence

Exhibit E-1 Disputed facts in Red Rock foreclosure file in SCA 176 – 643

Exhibit E-2 Examples of false evidence

Exhibit E-3 Red Rock Foreclosure file is false, falsified and disclosed as SCA 176-643

Produced the unverified, inaccurate, incomplete and sometimes blatantly falsified records and accounts in the Red Rock foreclosure file (SCA 176-463) as the HOA's NRCP 16.1 disclosures while at the same time concealing the HOA official records that controverted Red Rock's meritless contentions.

David Ochoa acted at all times in litigation as if he were representing the interests of the HOA's insurance company, and the HOA's debt collectors and managers rather than acting as a fiduciary to the HOA, e.g., Disclosed the wrong debt collection agreement (SCA 164-167) that resulted in Red Rock's unidentified partners being unjustly enriched at the expense of HOA homeowners as the correct debt collection contract has never been enforced by the HOA's attorneys.

Exhibit F: Filed non-meritorious claims

Exhibit F contains a list of filings by Ochoa, allegedly filed for the benefit of Sun City Anthem and why they were improper, non-meritorious, filed for retaliation, or serve the interests of the wrong parties.

These meritless motions and oppositions were filed for the improper purpose of harassing me and obstructing my claims from being heard.

Exhibit G: Concealed there were no Valid Board Actions

Exhibit G-1 Limits on closed HOA Board meetings

EXHIBIT G-2: SCA Board did not comply with HOA meeting laws

EXHIBIT G-3: SCA Board secretly sold a dozen houses in 2014

EXHIBIT G-4 SCA Board did not properly authorize any foreclosures conducted by Red Rock Financial Services is SCA 2012-2014 agendas and minutes excerpted for items related to foreclosure or debt

Exhibit G-5 is 5/23/19 Exhibit 5 "No valid board authorization for the sale" was misrepresented by David Ochoa and ignored by the court

Exhibit H – More disputed facts in the order (NEO 4/18/19) that granted the HOA MSJ and Nationstar joinder

Ochoa covered up that Sun City Anthem foreclosures are voidable as there was no proper HOA Board authorization for any of the foreclosures conducted by Red Rock in 2014, the last year Red Rock worked for Sun City Anthem, or, incidentally, for any foreclosures conducted by the bankrupt and defunct Alessi & Koenig LLC in 2015 or 2016, or any to this day.

I produced the evidence (all SCA Board agendas and minutes from late-2012 through 2014 that establishes there was never any valid HOA Board action to authorize any of a dozen foreclosures Red Rock secretly conducted. I filed it on 4/17/19, but it, as part of 600+ pages of evidence, was stricken from the record by bench order at the 4/23/19 ex parte meeting because my counsel of record did not sign it and had not yet filed a motion to withdraw.

On 5/23/19, my counsel of record re-submitted 500 pages of evidence to support the motion for reconsideration of the 4/18/19 order that granted Ochoa's meritless motion for summary judgment, but David Ochoa filed an opposition on 5/24/19 demanding that all 500 pages be stricken as it was signed by me as well by my counsel.

Ochoa misrepresented the evidence so it was completely misconstrued in the 5/31/19 order denying the motion for reconsideration as meaning the opposite of what the evidence actually showed.

Explain what measures you have taken to resolve this matter directly with the attorney

David Ochoa refused to talk to me because he kept insisting that I was not a party as an individual and therefore was not allowed to represent myself.

Related File(s)

- [BAR-COMPLAINT-VS-DAVID-OCHOA-LIPSON-NEILSON.pdf](#)