

THE COURT OF APPEALS OF THE STATE OF NEVADA

NONA TOBIN,

Appellant,

v.

BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS, INC.; JOEL A. STOKES, an individual; JOEL A. STOCKS and SANDRA F. STOKES as Trustees of the JIMI JACK IRREVOCABLE TRUST; REDROCK FINANCIAL SERVICES; and NATIONSTAR MORTGAGE, LLC,

Respondents.

Electronically Filed
Oct 01 2021 10:07 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 82294

Dist. Court No.: A-19-799890-C

**APPENDIX
VOLUME 17 of 22**

Prepared and Submitted by:

/s/ John W. Thomson

JOHN W. THOMSON, ESQ.

Nevada Bar No. 5802

THOMSON LAW PC

2450 St. Rose Pkwy, Ste 120

Henderson, NV 89074

Tel: 702-478-8282

Fax: 702-541-9500

Attorney for Appellant Nona Tobin

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) Association cash accounts shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(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:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(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 (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose. The Board shall obtain approval of Members entitled to cast at least a majority of votes at a duly called and held Members meeting at which a quorum is present if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

Portions of the Common Area may be subjected to a security interest by the Association provided that Home Owners entitled to cast at least a majority of the Association's votes, including a majority of the votes of Lots not owned by Home Owners, agree to such action.

Limited Common Area may also be subjected to a security interest provided that all Owners of Lots to which the area is allocated agree to such action. During the Declarant Control period, no Mortgage shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Home Owners representing at least 67% of the total votes attributable to Home Owners in the Association and the approval of the U. S. Department of Housing and Urban Development or the U.S. Department of Veteran Affairs, if either such agency insures or guarantees the Mortgage on any Lot.

3.23. Rights to Contract. The Association shall have the right to contract with any Person for the performance of various duties, functions, and services. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhoods and other owners or residents associations, within and outside the Properties and Anthem; provided, any common management agreement shall require the consent of a majority of the total number of Association directors. The Association shall have the right to terminate contracts entered into during the Declarant Control period as set forth in the Act.

3.24. Board Training. In conjunction with this requirement, prior to serving as a director, each Board member shall certify in writing that he or she has read and understands the Governing Documents and the provisions of the Act. Each director shall attend a Board training seminar within the first six months he or she serves as a director. Such seminar shall educate the directors about their responsibilities and duties and may be live, video or audio tape, or other format. The Board shall offer the seminar at a time reasonably convenient for the subject director.

3.25. Board Standards. In the performance of their duties, Association directors and officers shall act as fiduciaries and are subject to insulation from liability provided for directors and officers of corporations by Nevada laws and Section 116.3103 of the Act, and as otherwise provided in the Governing Documents. Directors are required by Section 116.3103 of the Act to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

As defined herein, a director shall be acting in accordance with the business judgment rule so long as the director: (a) acts within the express or implied terms of the Governing Documents and his or her actions are not *ultra vires*; (b) affirmatively undertakes to make decisions which are necessary for the continued and successful operation of the Association and, when decisions are made, they are made on an informed basis; (c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and (d) acts in a non-fraudulent manner and without reckless indifference to the affairs of the Association. A director acting in accordance with the business judgment rule shall be protected from personal liability.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

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:

(a) Notice. Prior to imposing any sanction as provided in the Governing Documents which requires notice, the Board or, if so directed by the Board, the Deed Restriction Enforcement Committee, or the management agent, shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the Deed Restriction Enforcement Committee within 15 days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the Board or the Deed Restriction Enforcement Committee receives a request for a hearing within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If the Board or the Deed Restriction Enforcement Committee does not receive a timely request for a hearing, the sanction stated in the notice shall be imposed; provided, the Board or the Deed Restriction Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction any Person's future violations of the same or other provisions and rules.

(b) Hearing. If the alleged violator requests a hearing within the allotted 15-day period, the hearing shall be held before the Deed Restriction Enforcement Committee, or if it has not been established, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Deed Restriction Enforcement Committee, the alleged violator shall have the right to appeal the decision to the Board. To perfect this right, the alleged violator must file a written notice of appeal with the management agent, President, or Secretary of the Association within 15 days after the hearing date. The Board may promulgate guidelines with respect to filing such written appeals.

Notwithstanding anything to the contrary in this Section, the Board may elect to enforce the Governing Documents by certain sanctions set forth in Section 7.4 of the Declaration including by suit at law or in equity to enjoin any violation, or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or other Person responsible for the violation shall pay all costs, including reasonable attorneys' fees actually incurred.

(d) Violation Log.

(i) The Board of Directors of an Association shall maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an assessment, for which the Board of Directors has imposed a fine, a construction penalty or any other sanction. The general record:

- (A) Must contain a general description of the nature of the violation and the type of sanction imposed. If the sanction imposed was a fine or construction penalty, the general record must specify the amount of the fine or construction penalty;
- (B) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information that may be used to identify the person or the location of the Lot, if any, that is associated with the violation; and

- (C) Must be maintained in an organized and convenient filing system or date system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

ARTICLE IV OFFICERS

4.1. Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the Board members. Other officers may, but need not be, Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same individual, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following the election of the Directors and shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served. The Board may fill a vacancy arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, the Board may direct any officer to perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for preparing the Budget as provided in the Declaration and these By-Laws and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other Person or Persons as may be designated by Board resolution. The Board shall require signatures for the withdrawal of reserve funds of either two Board members or a Board member and officer of the Association who is not also a Board member. For purposes of this Section, "reserve funds" means monies the Board has identified in the budget for use to defray the future repair or replacement of, or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

ARTICLE V COMMITTEES

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Deed Restriction Enforcement Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board shall appoint a Deed Restriction Enforcement Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Deed Restriction Enforcement Committee shall be responsible for taking such enforcement actions set forth in the Governing Documents, shall be the hearing tribunal of the Association, and shall conduct hearings held pursuant to Section 3.26.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or Neighborhood Association may, but is not required to, elect a Neighborhood Committee to determine the nature and extent of services, if any, collectively desired by the Owners to be provided to the Neighborhood by the Association in addition to those provided to all Association Owners. A Neighborhood Committee is an advisory committee only and, unless otherwise expressly provided by the Governing Documents or delegated by the Board, it shall have no authority to govern or administer the affairs of the Neighborhood. The Neighborhood Committee may advise the Board on any issue, but it shall not have the authority to bind the Board.

Upon receipt of a signed petition of 10% or more of a Neighborhood's Owners, the Board shall authorize the establishment of a Neighborhood Committee for that Neighborhood. As determined by the Board, a Neighborhood Committee shall consist of three to five members. The Board shall promulgate procedures for electing committee members and for conducting Neighborhood Committee affairs in general. Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. Members of the Neighborhood Committee shall elect a chairperson who shall preside at its meetings and be responsible for transmitting all communications to the Board.

In conducting its duties and responsibilities, each Neighborhood Committee shall abide by notice and quorum requirements applicable to the Board under Sections 3.10, 3.11, and 3.12. Neighborhood Committee meetings shall be open to all Neighborhood Lot Owners.

ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law, the Articles of Incorporation, the Declaration, or these By-Laws.

EXHIBIT 10

**RESOLUTION ESTABLISHING THE GOVERNING
DOCUMENT POLICY & PROCESS**

EXHIBIT 10

RESOLUTION ESTABLISHING THE GOVERNING DOCUMENTS
ENFORCEMENT POLICY & PROCESS

Sun City Anthem Community Association, Inc.

Whereas, the Association's affairs shall be governed by a Board of Directors (By-Laws, Article III, Section A, Paragraph 3.1), and

Whereas, the Board may create, modify, and enforce reasonable Rules governing the use of the Properties (CC&Rs, Article III, Section 3.3(a), and

Whereas, the Board has fiduciary duty to the Members to protect and maintain the Properties, and

Whereas, the Board has a duty to fairly enforce the rules of the Association, and

Whereas, the Board desires to clearly describe the process for enforcing the Association's Governing Documents, and

Whereas, the Board desires to clearly describe the consequences for non-compliance with the rules of the Association,

Therefore Be It Resolved, the following Governing Documents Enforcement Policy Process is adopted:

1. **Notice of Violation:** A Notice of Violation or Notice of Alleged Violation will be sent by the Board of Directors (or its managing agent as the Board may direct) via first class mail to the alleged violator/homeowner at the address provided by the homeowner/alleged violator to the Sun City Anthem Community Association, Inc. The letter shall include the following information:
 - A description of the violation,
 - A specific reference to the provision(s) of the Association's Governing Documents that is alleged to be violated
 - A request that the homeowner respond in writing and comply with the requirement
 - A time limit for compliance. The alleged violator will be given at least seven (7) days to comply with the requirement, and
 - Notice that failure to comply may result in a hearing before the Covenants Committee.

2. **Notice of Hearing:** A Notice of Hearing Letter will be sent by the Board of Directors (or its managing agent) via first class and certified U.S. mail to the alleged violator/homeowner if compliance is not achieved in the required time specified in the Notice of violation. The Notice of Hearing letter shall include the following information:
 - A description of the violation,

- A specific reference to the provision of the Association's Governing Documents that has been violated,
- A request that the alleged violator comply with the Governing Document provision that is specified within a specified number of days or by a specified date.
- Notification that a fine of \$100.00 per week may be assessed if the violation is not cured, and that other sanctions, as set forth in the' CC&Rs (Article VII, Section 4) may be imposed,
- Notification that in the case of a determination that the conduct is a violation and poses an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the residents of the community there is no statutory limit on the fines.
- Notification that a hearing, at a specific date and time, will be held.
- Notification that the hearing will be held and a decision made whether or not the member attends the hearing.
- The alleged violator (homeowner) has one opportunity to reschedule the hearing by requesting another date in writing in advance of the scheduled date.
- A copy of the Notice of Hearing letter shall be sent to the property address and to the alleged violator/homeowner address of record if the two addresses are different.

The Covenants Committee will serve as the Hearing Panel (By-Laws Article III, Section C, paragraph 3.26) with the administrative assistance of the Managing Agent. The alleged violator will have the right to make a statement to the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to testify on their behalf. The Hearing Panel will make a decision after the alleged violator leaves the hearing.

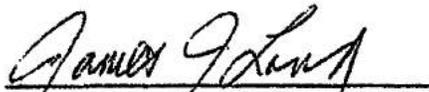
3. Notice of Fines and/or Sanctions: Notice of Fine or Sanction letter will be sent by the Managing Agent via regular and certified mail within five business days after the hearing if fines or sanctions are imposed and will include the following:
- The decision of the Hearing Panel,
 - The fines and/or sanctions imposed (if any),
 - Notice that if the violation is not cured prior to the date of the initial fine/sanction posting date, the fine/sanction(s) will begin as directed by the Covenants Committee Hearing Panel.
 - Notice that if the owner/violator does not agree with the Hearing Panel's decision, the owner/violator has fifteen (15) days to submit a written appeal to Board of Directors. All fines and/or sanctions will be temporarily suspended until the appeal is heard.
 - If the appeal is denied, the fines will be reinstated to the date the fines or sanctions were originally to begin. If there is no appeal, the initial fine and any continuing violations fines shall be charged to the homeowner/violator account.

- All costs and fees incurred by the Association to compel compliance will be charged back to the violator.
- For Collection Account Hearings the Notice of Hearing and the Sanction to be imposed for accounts at collection are both noticed in the one letter:

All appeals are reviewed in Executive Session before at least a quorum of the Board of Directors unless the violator requests the hearing be held in public. The homeowner/violator will have the right to make a statement to the Board of Directors. The decision by the Board of Directors will be made after the homeowner/violator leaves the Appeal Hearing. If the appeal was made directly to the Community Association and not via the collection agency then the Association shall send an Appeal Hearing Determination Letter within five (5) business days after the Appeal Hearing. The decision of the Board of Directors is final.

4. Health, Safety, and Welfare Violations: If it is determined that a violation poses an imminent threat which would cause a substantial adverse effect on the health, safety, or welfare of the owners and occupants of the Association, then the Board of Directors, at its sole discretion, may set aside the timeline described in Items 1-4 above. The Board of Directors shall undertake any and all actions necessary to compel compliance including liens, foreclosures, or enforcement by declaratory and injunctive relief. All costs and fees incurred by the Association will be charged back to the member.
5. Once a total of \$500.00 in fines has been assessed for any violation, the matter may be processed for collection and a lien may be filed on the property.

Adopted the 17th day of November 2011 at a duly constituted meeting of the Board of Directors of the Sun City Anthem Community Association, Inc.


James J. Long, President

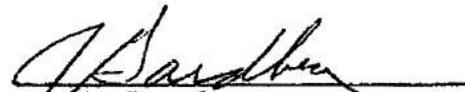
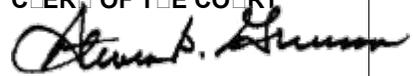

Jerry Gardberg, Secretary

EXHIBIT 2

EXHIBIT 2



LIPSON NEILSON, P.C.
ALEB D. ANDERSON, ESQ.
Nevada Bar No. 7582
DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
702 382-1500 - Telephone
702 382-1512 - Facsimile
kanderson@lipsonneilson.com
dochoa@lipsonneilson.com
*Attorneys for Cross-Defendant
Sun City Anthem Community Association*

DISTRICT COURT

CLEAR COUNTY, NEVADA

JOEL STONES and SANDRA F.
STONES, as trustees of the JIMIJAC
IRREVOCABLE TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNIT ASSOCIATION,
INC.; DOES I through and ROE
BUSINESSENTITIES I through ,
inclusive,

Defendants.

CASE NO.: A-15-720032-C

Dept. 000

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNIT
ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT**

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMIJAC IRREVOCABLE TRUST;
OPPORTUNIT HOMES, LLC, a Nevada
limited liability company; F. BONDORANT,
LLC, a Nevada limited liability company;
DOES I through , inclusive; and ROE
CORPORATIONS I through ,
inclusive,

Counter-Defendants.

NONA TOBIN, an individual, and Trustee
of the ORDON B. HANSEN TRUST.

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STONES and SANDRA F.
5 STONES, as trustees of the JIMI JACOBSON
6 IRREVOCABLE TRUST,
7 Counter-Defendants.
8
9 NONA TOBIN, an individual, and Trustee
10 of the JORDON B. HANSEN TRUST.
11 Dated 8/22/08
12 Cross-Claimant,
13 vs.
14 SON CITI ANTHEM COMMUNITAS
15 ASSOCIATION, INC., DOES 1-10, AND
16 ROE CORPORATIONS 1-10, inclusive,
17 Counter-Defendants.
18
19 NONA TOBIN, an individual, and Trustee
20 of the JORDON B. HANSEN TRUST.
21 Dated 8/22/08
22 Cross-Claimant,
23 vs.
24 OPPORTUNITAS HOMES, LLC, THOMAS
25 LUCAS, Manager,
26 Counter-Defendant.
27
28 NONA TOBIN, an individual, and Trustee
of the JORDON B. HANSEN TRUST.
Dated 8/22/08
Cross-Claimant,
vs.
JENNIFER LEE, an Individual, d/b/a
Manager, F. BONDORANT, LLC,
Counter-Defendant.

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

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Cross-Defendant SUN CITY ANTHEM COMMUNITY ASSOCIATION (hereafter
“HOA”) by and through its counsel of record LIPSON NEILSON P.C., hereby submits its
Motion for Summary Judgement as to claims by Nona Tobin, as Trustee of the Gordon
B. Hansen Trust (“Tobin”).

This Motion is based upon the Memorandum of Points and Authorities, the
exhibits attached hereto, the pleadings and papers on file, and any oral argument that
may be presented in this matter.

Dated this 5th day of February, 2019.

LIPSON NEILSON P.C.

/s/ DAVID T. OCHOA

B: [Redacted]

ALEB ANDERSON, ESQ. NV Bar No. 7582
DAVID T. OCHOA, ESQ. NV Bar No. 10414
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

NOTICE OF MOTION

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that counsel for Sun City Anthem Community Association, will bring the foregoing Motion for Summary Judgment on for hearing before the above-entitled Court, on the 12 day of March, 2019, at the hour of 9:30 a.m. in Department 31, of the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, or as soon thereafter as counsel may be heard.

Dated this 5th day of February, 2019.

LIPSON NEILSON P.C.

/s/ DAVID T. OCHOA

By: _____

ALEB ANDERSON, ESQ. NV Bar No. 7582

DAVID T. OCHOA, ESQ. NV Bar No. 10414

9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

By law, the foreclosure sale is presumed valid. Nona Tobin as Trustee of Gordon B. Hansen Trust (“Tobin”) has the burden of overcoming the presumption. Tobin has one Cross-Claim against the HOA for Quiet Title/Declaratory Relief. Tobin takes the approach of everything went wrong to see if anything sticks with the Court. Review of Red Rock Financial Services LLC’s (“Red Rock”) foreclosure file indicates a number of factual inaccuracies in Tobin’s Cross-Claim. The most glaring is that Tobin argues her last payment was made on time, even though the Red Rock file includes a letter from Tobin stating: here is my payment, “[u]nfortunately, I failed to mail the check in a timely fashion.” The facts demonstrate that the July 2012 quarterly assessment was not paid until October 2012. By that time another quarterly assessment had gone

1 unpaid and other late fees and collection costs had begun to accumulate. Therefore,
2 the delinquency that began in July 2012 was never paid down to a zero balance and
3 continued until the date of the foreclosure sale. Sun City Anthem is entitled to summary
4 judgment that the July 2012 payment was not timely paid and the foreclosure was
5 properly noticed. Additionally, equitable principles bar Tobin relief for her claim in
6 equity.

7 **II. UNDISPUTED MATERIAL FACTS**

8 In 2003, Gordon B. Hansen obtained a loan to purchase the real property
9 located at 2763 White Sage Drive., Henderson, NV 89052 (the "Property"). See Cross-
10 Claim 13.

11 The property was subject to the HOA's Covenants, Conditions and Restrictions
12 "CC&Rs". See CC&Rs attached hereto as **Exhibit 1**.

13 In 2008, title to the property was transferred to the Gordon B. Hansen Trust (the
14 "Trust"). Cross-Claim 16. Nona Tobin became the sole trustee of the Trust in January
15 2012 when Gordon Hansen passed away. Cross-Claim 17.

16 In 2012, the Trust defaulted on the homeowners' assessments. See Red Rock
17 Financial Ledger attached hereto as **Exhibit 2**.

18 On September 17, 2012, Red Rock sent Gordon Hansen letters indicating that his
19 account was in collections with them. See Letters attached hereto as **Exhibit 3**. The
20 Letters that were sent to both addresses (Olivia Heights and White Sage) stated in bold:

21 **A "30 Day Period" has been established for disputing the**
22 **validity of the debt, or any portion thereof.**

23 *Id.*

24 On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice of
25 Hearing that his account was delinquent and they were considering suspending
26 membership privileges. See Sun City Anthem Notice of Hearing attached hereto as
27 **Exhibit 4**.

28 *///*

///

1 On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun City
2 Anthem that □ordon Hansen passed away (“Tobin Letter”). See Tobin Letter attached
3 hereto as **Exhibit 5**.

4 The Tobin Letter included a copy of the Notice of Hearing sent by Sun City
5 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other
6 parts of the letter. *Id.*

7 The Tobin Letter also stated she was late and delin□uent on assessments, that
8 she was attempting to short sale the Property, and she did not intend to pay any
9 additional assessments after the enclosed check. *Id.*

10 Tobin in fact never paid assessments after the October 2012 Letter. See Ledger
11 Exhibit 2.

12 The Tobin Letter stated:

13 Enclosed please find:

- 14 1. Certificate of death for □ordon B. Hansen, property owner, on
 1/14/2012
15 2. Check for \$300 HOA dues

16 On 2/14/2012, I listed Mr. Hansen's property for short sale with the
17 Proudfit Realty Company. I continued to pay the HOA dues owed
18 on the property, and wrote the enclosed check on 8/17/2012.
19 □nfortunately, I failed to mail the check in a timely fashion.
20 Subse□uently, an offer was placed on the property as a short sale,
21 and it is my understanding that the buyers will be moving in within
22 the next month.

23 It is my re□uest that the HOA pursue collection of any future HOA
24 dues from the buyers within the escrow or from them directly once
25 the sale is complete or however you normally handle cases in
26 which the owner is deceased.

27 Any □uestions, please contact Doug Proudfit□□

28 □See Tobin Letter, Exhibit 5□

 On November 5, 2012, Red Rock sent letters to both addresses □Olivia Heights
and White Sage□addressed to The Estate of □ordon N. Hansen, informing that they
received the notification that □ordon Hansen had passed, and re□uesting the Estate

1 contact the office within thirty days of the letter. See November Letters, Ledger, and
2 Payment Allocation attached hereto as **Exhibit 6**.

3 The Ledger and Payment Allocation indicate that payment was applied to July 1,
4 2012 quarter Assessment and the July 31, 2012 Late Fee. *Id.*

5 On December 14, 2012, the HOA, through Red Rock Financial (“Red Rock”)
6 recorded a notice of delinquent assessment lien. Cross-Claim. 24, and see **Exhibit 7**
7 attached hereto.

8 On March 12, 2013, the HOA, through Red Rock, recorded a notice of default and
9 election to sell. *Id.* 26 and see **Exhibit 8** attached hereto. The first notice of default
10 was rescinded on or about April 3, 2013. Cross-Claim. 27, and see **Exhibit 9**
11 attached hereto.

12 On April 8, 2013, a second notice of default and election to sell was recorded by
13 the HOA through Red Rock. Cross-Claim. 28, and see **Exhibit 10** attached hereto.

14 The second notice of default and election to sell correctly notes the start of the
15 delinquency since July 1, 2012, stating:

16 As of 07/01/2012 forward, all assessments, whether monthly or
17 otherwise, late fees, interests, Association charges, legal fees and
18 collection fees and costs, less any credits, have gone unpaid.

19 Second Notice of Default and Election to Sell [emphasis added] Exhibit 10.

20 The Red Rock Ledger indicates the July 1, 2012 assessment payment was late,
21 this was put in the second notice of default and election to sell, and is confirmed by the
22 Tobin Letter. See Exhibit 2, Exhibit 5, and Exhibit 10.

23 On February 12, 2014, the HOA, through Red Rock, recorded a notice of
24 foreclosure sale. Cross-Claim. 30 and see **Exhibit 11** attached hereto.

25 The Notice of Sale correctly references the second notice of default and election
26 to sell that was recorded on April 8, 2013. See Exhibit 10 and Exhibit 11.

27 Red Rock complied with all mailing requirements. See **Exhibit 12** attached hereto
28 (“mailings”). Mailings went to both the Property address [White Sage] and Tobin’s

1 home address [Olivia Heights] *Id.* Tobin signed for some of the mailings herself. *Id.*

2 The sale was scheduled for March 7, 2014, in the Notice of Sale. See Exhibit 11.
3 The sale was posted and published. See **Exhibit 13** attached hereto.

4 The sale was postponed three times. See **Exhibit 14** attached hereto, payoff
5 demands and Communications with Craig Leidy, at bates SCA000274 and SCA000308.
6 [add letter there are no postponements left]

7 The postponements were made in part to help Tobin attempt to short sale the
8 property. See Exhibit 14 at bates SCA000274.

9 Tobin contracted with Craig Leidy to help her short sale the Property. Cross-
10 Claim [32 and See Exhibit 14 at SCA000327.

11 Craig Leidy requested the HOA waive thousands of dollars off the debt. See
12 Exhibit 14 at bates SCA000302, SCA000277, and SCA000276.

13 The HOA did communicate that it would waive some amounts but could not grant
14 the waiver to the extent requested. See Exhibit 14 at bates SCA000276.

15 Communication between Nationstar and Craig Leidy appears to indicate the
16 balance was too high for Nationstar to allow the short sale. See Exhibit 14 at bates
17 SCA000302 and SCA000274.

18 Sometime in May 2014, The Estate of Gordon Hansen entered into a Purchase
19 Agreement with M Residential LLC, contingent on short sale approval. See Short
20 Sale Purchase Agreement attached hereto as **Exhibit 15**, and specifically see "Short
21 Sale Approval at bates Tobin 000076. Tobin initialed every page of the agreement. *Id.*

22 The HOA foreclosure took place on August 15, 2014, whereby the HOA, through
23 Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes LLC for
24 \$63,100.00. See **Exhibit 1** attached hereto.

25 A foreclosure deed in favor of Opportunity Homes LLC was recorded on August
26 22, 2014. See *Id.*

27 On October 13, 2014, Tobin sent an email to Craig Leidy, where she indicates her
28 belief that he failed to protect the Trust's interest, that she believed he was working with

1 the Purchaser Thomas Lucas, and also that she is aware that Red Rock interplead the
2 excess proceeds.¹ See **Exhibit 17** attached hereto.

3 On August 11, 2017, A Notice of Entry Order granting Thomas Lucas and
4 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. See a
5 copy attached hereto as **Exhibit 1**. The Order states:

6 While it is true that Mr. Lucas is a real estate licensee and an
7 independent agent working with BHHS, BHHS is a real estate
8 company that employs more than 800 real estate agents in Las
9 Vegas valley alone, and Mr. Lucas is not bound by the agreements
10 that Tobin could have signed with other BHHS agents.

11 *Id.* at p. 5.

12 Tobin has filed one cause of action for Quiet Title/Declaratory Relief against the
13 HOA.² The HOA now submits its Motion for Summary Judgment.

14 **III. THE A STANDARD**

15 Summary Judgment is appropriate "when the pleadings and other evidence on
16 file demonstrate that no 'genuine issue to any material fact [remains] and that the
17 moving party is entitled to a judgment as a matter of law.'" *Wood v. Safeway, Inc.*, 121
18 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, "[t]he purpose of summary
19 judgment 'is to avoid a needless trial when an appropriate showing is made in advance
20 that there is no genuine issue of fact to be tried, and the movant is entitled to judgment
21 as a matter of law.'" *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121
22 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39, 40-41,
23 389 P.2d 76, 77 (1964). Moreover, the non-moving party "must, by affidavit or
24 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial
25 or have summary judgment entered against [it]." *Wood*, 121 Nev. at 32, 121 P.3d at
26 1031. Though inferences are to be drawn in favor of the non-moving party, an
27 opponent to summary judgment, must show that it can produce evidence at trial to

28 ¹ See Cross-Claim ¶¶ 39 and 50 where Tobin alleges Red Rock failed to distribute proceeds.

² Tobin's Motion to Amend was granted, however, the Amendment which was an attached Exhibit to the Motion was never separately filed.

1 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633
2 P.2d 1220, 222 □1981□

3 **IV. ARGUMENT**

4 **A. The HOA is Entitled to Summary Judgment on Tobin’s Quiet
5 Title Declaratory Relief Claim as the Trust □as Delinquent on
6 Assessments and the □OA through Red Roc□ Foreclosed on the
7 Delinquency.**

8 Tobin argues that the Trust’s interest in the property was not extinguished by the
9 foreclosure sale. However, Tobin’s Cross-Claim against the HOA is factually inaccurate
10 as confirmed by review of Red Rock’s foreclosure file. Tobin’s argument asks the Court
11 to court assume she paid on time but Red Rock did not apply the payment correctly,
12 and then to conclude Red Rock foreclosed incorrectly. However, that is not what
13 happened here, and it is Tobin’s own words that confirm there was a delinquency that
14 Red Rock began collecting on and eventually foreclosed on. On October 3, 2012, Tobin
15 sent a letter to the HOA that was eventually stamped received by Red Rock on October
16 8, 2012. See Exhibit 5 and Exhibit 19. The Letter stated:

17 □Unfortunately, I failed to mail the check in a timely fashion.
18 Subsequently, an offer was placed on the property as a short sale,
19 and it is my understanding that the buyers will be moving in within
20 the next month.

21 It is my request that the HOA pursue collection of any future HOA
22 dues from the buyers within the escrow or from them directly once
23 the sale is complete or however you normally handle cases in
24 which the owner is deceased. *Id.*

25 The information matched Red Rock’s ledgers indicating the July 2012
26 assessment was not timely paid. See Exhibit 2. The record indicates that Tobin was
27 notified throughout the foreclosure process, and continued to attempt to short sale the
28 Property throughout the foreclosure process. See Exhibits 12 -14. Throughout those
notifications and attempts to short sale, Tobin never communicated a belief to Red Rock
that her payment in check 143 that accompanied the Tobin Letter was not timely
applied.

1 The Notices indicate that the delinquency began on July 1, 2012. For example,
2 the second notice of default and election to sell correctly notes the start of the
3 delinquency since July 1, 2012, stating:

4 As of 07/01/2012 forward, all assessments, whether monthly or
5 otherwise, late fees, interests, Association charges, legal fees and
6 collection fees and costs, less any credits, have gone unpaid.

7 Tobin argues that “[the] notice incorrectly states that no payments of any kind have
8 been made since July 1, 2012.” Cross-Claim ¶ 28. Tobin also repeats this argument for
9 the Foreclosure Deed, arguing that the statement is indicating no payments since that
10 date. Cross-Claim ¶ 37. This argument is factually incorrect and a misreading of the
11 above cited statement from the Notices. The statement is indicating the start date of the
12 delinquency and the fact that the delinquency has never been completely satisfied
13 meaning reached a zero balance. This is true because of the inclusion of the
14 language “less any credits.” The statement is stating all the amounts that make up the
15 delinquency less and credits has not been brought to a zero balance.

16 Tobin also argues that the July date is incorrect, because July assessments
17 should have been paid and the account should have received a zero balance at that
18 time. Cross-Claim ¶ 22. However, this argument is based on the assumption that Tobin
19 paid timely, which again is contradicted by the Tobin Letter. Exhibit 5. The Letter aligns
20 with the Red Rock ledger to demonstrate the payment was not received until October.
21 See Exhibit 2. Therefore, the statement in the notices that the delinquency beginning in
22 July 2012 never reached a zero balance is accurate and confirmed by the ledgers.

23 Tobin also falsely claims that “[the] Notice of Sale incorrectly referenced the First
24 Notice of Default, which had been cancelled.” Cross-Claim ¶ 33. This is false. The
25 HOA, on March 12, 2013, through Red Rock, did record a notice of default and election
26 to sell. Exhibit 8. Red Rock did have the first notice of default rescinded on or about
27 April 3, 2013. Exhibit 9. However, Red Rock recorded, a second notice of default and
28 election to sell on April 8, 2013. Exhibit 10. attached hereto. The Notice of Foreclosure

1 Sale recorded on February 12, 2014, references the second notice of default and
2 election to sell that was recorded on April 8, 2013. See Exhibit 11.

3 Therefore, the HOA through Red Rock did not wrongfully foreclose which is the
4 underlining assertion of the Tobin claim. The claim is ripe for summary judgment as
5 Tobin will not be able to overcome the weight of her previous statement. Tobin's
6 previous statement taken as true indicates there is no disputed material fact that the
7 delinquency was properly accounted for and foreclosed on. A party cannot defeat
8 summary judgment by contradicting itself. See *Aldabe v. Adams*, 81 Nev. 280, 284–85,
9 402 P.2d 34, 36–37 (1965) (refusing to credit sworn statement made in opposition to
10 summary judgment that was in direct conflict with an earlier statement of the same
11 party). Tobin or her agent were in communication with Red Rock throughout the
12 foreclosure process and never raise the belief that the payment was applied incorrectly
13 and the late fee waiver was approved anyway. See Exhibits 12 – 14.

14 Accordingly, the HOA is entitled to Summary Judgment on the Quiet
15 Title/Declaratory Relief claim.

16 **B. Alternatively, Even If the Court Cannot Decide Which Tobin to**
17 **Believe at this Time, the HOA is Still Entitled to Summary Judgment**
18 **Because the Claim in Equity Favors the HOA.**

19 The HOA argued above that the Tobin Cross-Claim contains false factual
20 allegations that are easily contradicted by the Red Rock Foreclosure File³; and
21 therefore, the Court can grant summary judgment against the argument that the
22 payment was not timely applied.

23 Yet, additionally, Tobin's claim is based on a false premise, that an accounting
24 error would entitle the Trust to equitable relief, even though the Trust did not attempt to
25 pay the total delinquency.

26 Even assuming in the alternative that a payment was timely made and
27 misapplied, equity would still weigh in favor of the HOA given the totality of the situation.

28 ³ Key portions of the Foreclosure File are attached as various exhibits.

1 Tobin would not have been prejudiced by an error if one had occurred, as under the
2 facts here Tobin never attempted to pay the delinquency even though it was
3 outstanding for about two years, and the sale was postponed multiple times. Tobin
4 never addressed the timing of the payment with Red Rock. It is undisputed that years
5 of assessments went unpaid after that check. If Tobin had raised the issue at the time,
6 Red Rock could have re-noticed the delinquency and restarted the process.

7 For the following reasons even if the Court assumes in Tobin's favor that the
8 payment was timely made, Equity weighs in favor of the HOA given the other facts
9 surrounding the sale.

10 **1. Review Under *Shadow Wood* Provides Tobin is Not Entitled to**
11 **Equity and Summary Judgment Should be Granted in Favor of**
12 **the HOA.**

13 "When sitting in equity, [], courts must consider the entirety of the circumstances
14 that bear upon the equities." *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv.
15 Op. 5, 366 P.3d 1105, 1114 [2016] referencing: see e.g., *In re Petition of Nelson*, 495
16 N.W.2d 200, 203 [Minn.1993] Here, there is no factual universe where the Tobin Letter
17 does not exist, and at best, Tobin is arguing that she is correct now and the letter was a
18 mistake. However, the record is clear that Tobin never took action to argue a payment
19 was misapplied prior to the sale. Tobin's own actions must be considered by the Court.

20 Against these inconsistencies, however, must be weighed NCB's
21 inactions. The NOS was recorded on January 27, 2012, and the sale did
22 not occur until February 22, 2012. NCB knew the sale had been
23 scheduled and that it disputed the lien amount, yet it did not attend the
24 sale, request arbitration to determine the amount owed, or seek to enjoin
25 the sale pending judicial determination of the amount owed. The NOS
26 included a warning as required by NRS 116.311635[3][b]

27 **WARNING: A SALE OF YOUR PROPERTY IS IMMINENT UNLESS YOU**
28 **PAID THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE**
DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN
DISPUTE. YOU MUST ACT BEFORE THE SALE DATE.

1 *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114
2 [2016] Similar to N[CB] in *Shadow Wood*, Tobin is arguing she disputed the lien
3 amount. [et], similar to N[CB] Tobin did not do any of things the *Shadow Wood* Court
4 references such as attend the sale, request arbitration on the amount, or seek to enjoin
5 the sale. Without taking those actions and the more obvious actions of just
6 communicating it to Red Rock, the court should not believe Tobin was prejudiced by an
7 accounting error that was a small part in a total amount Tobin was not going to pay
8 anyway.

9 The interaction between Craig Leidy and Red Rock is telling. Tobin contracted
10 with Craig Leidy to help her short sale the Property. Cross-Claim [32] and See Exhibit
11 14 and Exhibit 15. Craig Leidy requested the HOA waive thousands of dollars off the
12 debt. Exhibit 14. If Tobin actually believed that payments were misapplied and it led to
13 additional charges that discussion would have come up during the waiver of debt. The
14 HOA did communicate that it would waive some amounts but could not grant the waiver
15 to the extent requested. Exhibit 14. Factually, all late fees and interest amounts were
16 going to be waived if Tobin could accomplish the short sale of the Property. *Id.*
17 Communication between Nationstar and Craig Leidy appears to indicate the balance
18 was too high for Nationstar to allow the short sale. *Id.* However, it was not any late fees
19 or interest that prevented the short sale. *Id.*

20 “[I]t is well established that due process is not offended by requiring a person
21 with actual, timely knowledge of an event ... to exercise due diligence and take
22 necessary steps to preserve [his] rights.” In re *Medaglia*, 52 F.3d at 455; see also *SFR*
23 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 [2014]
24 Here, if Tobin knew of an error, she failed to diligently act to correct the error. There is
25 nothing in Tobin’s Claim or actions that would lead to setting aside the sale in equity.

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1 way Tobin could have been harmed is if she was aware of the error, and attempted to
2 correct it during the sale and was unable to. The facts do not demonstrate this, and it is
3 more likely the payment was untimely. However as this is the only way Tobin might be
4 entitled to e□uity, with knowledge that the payment was misapplied; the Court should
5 assume for the first factor that Tobin was apprised of the true facts.

6 Therefore, considering the factors together the Court should conclude that Tobin
7 was aware or became aware of a mistake in the letter, that she intended Red Rock to
8 rely on the letter, that Red Rock was not aware that the payment should not be applied
9 in October, and Red Rock did rely on the letter to apply the payment in October.
10 Therefore, the Court should conclude with the Tobin Letter that Tobin is now estopped
11 from arguing the payment was timely.
12

13 **3. Tobin’s Claim in Equity is Barred by the Doctrine of Unclean**
14 **□ands.**

15 “It is a well-known maxim that a person who comes into an e□uity court must
16 come with clean hands.” *Income Inv’rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d 973,
17 974 (1940). “The doctrine bars relief to a party who has engaged in improper conduct in
18 the matter in which that party is seeking relief. As such, the alleged ine□uitable conduct
19 relied upon must be connected with the matter in litigation . . .” *Truck Ins. Exch. v.*
20 *Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662 □2008□

21 Here, Tobin is asking to set aside a foreclosure on delin□uency that totaled
22 thousands of dollars because she argues if a payment was applied differently there
23 would be less late fee charges or the delin□uency start date may be different. There is
24 also the Tobin Letter where she agrees she “failed to mail the check in a timely fashion.”
25 Exhibit 5. If the Tobin Letter was a mistake, there should be an additional
26 communication by Tobin that states such. Without a subse□uent communication after
27 the Tobin Letter, Tobin was complicit in creating the issue she now alleges, as it was a
28 correctable issue for which Red Rock could have released and recorded new

1 documents. It is undisputed that subsequent assessments went unpaid. Tobin received
2 the notices that stated the delinquency began in July of 2012. See Exhibit 12. If it was
3 a mistake, Tobin allowed Red Rock to believe it, and Tobin's inequitable conduct is
4 directly related to the allegations now.

5 In determining whether a party's connection with an action is sufficiently
6 offensive to bar equitable relief, two factors must be considered: (1) the
7 egregiousness of the misconduct at issue, and (2) the seriousness of the
8 harm caused by the misconduct.⁷ Only when these factors weigh against
9 granting the requested equitable relief will the unclean hands doctrine bar
that remedy.⁸ The district court has broad discretion in applying these
factors, and we will not overturn the district court's determination unless it
is unsupported by substantial evidence.

10 *Las Vegas Fetish & Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272,
11 276, 182 P.3d 764, 767 (2008). To the First Factor of the egregiousness of the
12 misconduct, the misconduct is not just the Tobin Letter that makes Red Rock believe
13 the check was not mailed in a timely fashion, but the inaction to correct the alleged
14 mistake later. The HOA essentially agreed to waive the late fees and interest to help
15 accomplish a short sale. For Tobin she was no longer prejudiced if the late fees were
16 actually inaccurate, they were not going to prevent her short sale. The only reason not
17 to communicate the issue and correct her prior letter, would be to create an issue to
18 challenge the foreclosure later. The Court should find Tobin's action or inaction
19 sufficiently egregious if she believed there was an error and did not communicate it. To
20 the Second Factor of the seriousness of the harm, the court should find that creating a
21 cloud on title to property is sufficiently serious harm.

22 The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween Ball, Inc.*
23 *v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d
24 973, 974-75 (1940) for its position on denying equity to a party with unclean hands.
25 The Income Inv'rs Court stated:

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Equity will not interfere on behalf of a party whose conduct in connection with the subject-matter or transaction in litigation has been unconscientious, unjust, or marked by the want of good faith, and will not afford him any remedy. 1 Pomeroy's Equity Jurisprudence 4th ed. 739, 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil & Gas Co., 64 Okl. 147, 166 P. 199; Deweese v. Reinhard, 165 U.S. 386, 17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule appears to be universal.

If the parties were guilty of the conduct which the trial court found that they were, the appellant comes squarely within the rule that equity will deny it relief, because coming into a court of equity and asking relief after wilfully concealing, withholding, and falsifying books and records, is certainly not coming in with clean hands.

Income Inv'rs v. Shelton, at 974–75. The case demonstrates that concealing, or withholding an issue can be unclean hands. Again, if the issue was raised it could have been corrected. Based on the foregoing the Court should find Tobin's claim is barred by doctrine of unclean hands.

Again, these arguments are lodged in the alternative. The Court should grant Summary Judgment that the payment was untimely as it is the logical conclusion give the facts. However, even assuming it was timely, there is no path to equity for Tobin given the Tobin Letter and no subsequent communication that the letter was a mistake, as these options range from Tobin being indifferent to correcting the issue to misleading Red Rock.

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V. CONCLUSION

Based on the foregoing arguments, the HOA respectfully requests that its Motion for Summary Judgment be granted.

Dated this 5th day of February, 2019.

LIPSON NEILSON P.C.

/s/ DAVID T. OCHOA

B:

ALEB ANDERSON, ESQ. NV Bar No. 7582
 DAVID T. OCHOA, ESQ. NV Bar No. 10414
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of February, 2019, service of the foregoing **CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT** was made by electronic submission and filing of the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Darren T. Brenner, Esq.
Vatana Lay, Esq.
AKERMAN LLP
1635 Village Center Circle Ste. 200
Las Vegas, NV 89134
Darren.brenner@akerman.com
Vatana.lay@akerman.com

Attorneys for Defendants

Joseph H. Hong, Esq.
HONG & HONG
10781 W. Twain Avenue
Las Vegas, NV 89135

Attorneys for Plaintiff

David R. Koch
Steven B. Scow
KOCH & SCOW LLC
11500 S. Eastern Ave. Suite 210
Henderson, NV 89052
dkoch@kochscow.com
sscow@kochscow.com

Attorneys for Cross-Defendant Red Rock Financial Services, LLC

Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
4475 S. Pecos Road
Las Vegas, NV 89121

Attorney for Nona Tobin an individual and Trustee of the Gordon B. Hansen Trust, dated 8/22/25

/s/ Ashley Scott-Johnson

An Employee of LIPSON NEILSON, P.C.

EXHIBIT 1

Receipt/Conformed Copy

When Recorded Return To:

John E. Leach, Esq.
Leach Johnson Song & Gruchow
5495 S. Rainbow Blvd., Suite 202
Las Vegas, Nevada 89118

APN Nos: 190-05-110-001

(continued on next page)

Requester:

LEACH JOHNSON ETAL

05/20/2008 16:38:20 T20080094151

Book/Instr: 20080520-0004342

Restrictio Page Count: 116

Fees: \$129.00 N/C Fee: \$0.00

Debbie Conway
Clark County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

THIRD
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUN CITY ANTHEM

THIRD
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SUN CITY ANTHEM

This **THIRD AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUN CITY ANTHEM** (the "Second Amended and Restated Declaration") is made this _____ day of May, 2008, by Sun City Anthem Community Association, Inc. (the "Association").

RECITALS

WHEREAS, on June 17, 1998, Del Webb Communities, Inc., an Arizona corporation, ("Declarant") formed Sun City Anthem Community Association, Inc., a Nevada nonprofit corporation by filing the Articles of Incorporation in the Office of the Nevada Secretary of State;

WHEREAS, on June 29, 1998, Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Sun City Anthem in the Office of the County Recorder, Clark County, Nevada, in Book No. 980629, as Instrument No. 00719 (the "Declaration");

WHEREAS, the 1999 Nevada Legislature adopted Senate Bill ("SB") 451, which became effective on October 1, 1999, and which made certain changes to the Unified Common-Interest Ownership Act, codified as Nevada Revised Statutes Chapter 116 (the "Act");

WHEREAS, the Association adopted the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Anthem (the "First Amended and Restated Declaration") in order to bring the Declaration into conformance with SB 451. The First Amended and Restated Declaration was recorded on October 31, 2000, in the Office of the County Recorder, Clark County, Nevada, in Book No. 20001031, as Instrument No. 02253;

WHEREAS, the 2003 Nevada Legislature adopted SB 100, which became effective on October 1, 2003, and which made additional changes to the Act;

WHEREAS, the Association adopted the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Anthem (the "First Amendment") in order to bring the First Amended and Restated Declaration into conformance with SB 100. The First Amendment was recorded on April 16, 2004, in the Office of the County Recorder, Clark County, Nevada, in Book No. 20040416, as Instrument No. 0003069;

WHEREAS, the Association adopted the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Anthem (the "Second Amendment") in order to adopt an Asset Enhancement Fee and to clarify the age restriction provision of the Declaration. The Second Amendment was recorded on April 19, 2004, in the Office of the County Recorder, Clark County, Nevada, in Book No. 20040419, as Instrument No. 0003196;

WHEREAS, the 2005 Nevada Legislature adopted SB 325, which became effective on October 1, 2005, and which made additional changes to the Act;

WHEREAS, the Act authorized the Board to amend the First Amended and Restated Declaration if any provision contained therein does not conform to the Act, and authorizes the Board to make such amendments without complying with the procedural requirements generally applicable to the amendment of governing documents;

WHEREAS, on April 16, 2008, the Board of Directors caused the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Anthem (the "Second Amended and Restated Declaration") to be recorded in the Office of the County Recorder, Clark County, Nevada, in Book No. 20080416, as Instrument No. 0001189, for the purpose of consolidating the First Amended and Restated Declaration and the amendments thereto into a single document and to bring the First Amended and Restated Declaration into compliance with the Act;

WHEREAS, after recordation of the Second Amended and Restated Declaration, it was discovered that portions of the First Amendment and Second Amendment had been unintentionally omitted from the Second Amended and Restated Declaration;

NOW, THEREFORE, the Second Amended and Restated Declaration is hereby amended and restated in its entirety as follows:

PART ONE: INTRODUCTION TO THE COMMUNITY

Del Webb Communities, Inc., as developer of Sun City Anthem, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of Sun City Anthem as a master planned community.

ARTICLE I CREATION OF THE COMMUNITY

1.1. Purpose and Intent.

Declarant, as owner of the real property described in Exhibit "A," intends by Recording this Declaration to create a general plan of development for the planned community known as Sun City Anthem. This Declaration provides a flexible and reasonable procedure for the future expansion of Sun City Anthem to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising Sun City Anthem. An integral part of the development plan is the creation of Sun City Anthem Community Association, Inc., an association comprised of all owners of real property in Sun City Anthem, to own, operate, and maintain various common areas and community improvements, and to administer and enforce this Declaration and the other Governing Documents referred in this Declaration.

This document is prepared pursuant to the Nevada Common Interest Ownership Act, NRS 116.1101, *et seq.*, and establishes a planned community as defined therein.

1.2. Binding Effect.

All property described in Exhibit "A" and any additional property which is made a part of Sun City Anthem in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties, heir, heirs, successors, successors-in-title, and assigns.

EXHIBIT 2



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Opening Bid \$5817.68

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

Table with columns: Date, Description, Amount, Balance, Pmt Ref #, Memo. Rows include quarterly assessments, association mgmt payments, and special assessments from 2006 to 2008.



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

7/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6578	Receipt Processing
9/25/2008	Association Mgmt Payment	(\$175.00)	(\$175.00)	02057	Lockbox Payment
10/1/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00		Sun City Anthem QT Assmt
12/31/2008	Association Mgmt Payment	(\$240.00)	(\$240.00)	02074	Lockbox Payment
1/1/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
4/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
4/7/2009	Association Mgmt Payment	(\$240.00)	\$0.00	02090	Lockbox Payment
7/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/13/2009	Association Mgmt Payment	(\$240.00)	\$0.00	23791	Lockbox Payment
10/9/2009	Association Mgmt Payment	(\$240.00)	(\$240.00)	97004	Lockbox Payment
1/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
1/25/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	10803	Lockbox Payment
4/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
7/1/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/30/2010	Late Fees	\$25.00	\$265.00		Late Fees
8/16/2010	Association Mgmt Payment	(\$265.00)	\$0.00	63164	Lockbox Payment
10/7/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	98965	Lockbox Payment
1/1/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00		Sun City Anthem QT Assmt
2/18/2011	Association Mgmt Payment	(\$10.00)	\$0.00	84899	Lockbox Payment
4/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
4/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
5/20/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02215	Lockbox Payment
7/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
7/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
8/18/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02227	Lockbox Payment



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

10/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
10/11/2011	Association Mgmt Payment	(\$240.00)	\$10.00	52791	Lockbox Payment
11/22/2011	Association Mgmt Payment	(\$10.00)	\$0.00	61105	Lockbox Payment
1/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
1/30/2012	Late Fees	\$25.00	\$300.00		Late Fees
2/21/2012	Association Mgmt Payment	(\$300.00)	\$0.00	00112	Lockbox Payment
4/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/26/2012	Association Mgmt Payment	(\$275.00)	\$0.00	127	Receipt Processing
7/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/31/2012	Late Fees	\$25.00	\$300.00		Late Fees
8/31/2012	Late Fees	\$25.00	\$325.00		Late Fees
9/13/2012	Management Company Collection Cost	\$150.00	\$475.00		Management Company Collection Fee
9/17/2012	Intent to Lien Letter	\$125.00	\$600.00		
9/17/2012	Mailing Costs	\$8.97	\$608.97		
9/17/2012	Mailing Costs	\$8.97	\$617.94		
9/24/2012	Vendor Adjustment	(\$150.00)	\$467.94		
9/30/2012	Late Fees	\$25.00	\$492.94		Late Fees
9/30/2012	Interest	\$1.21	\$494.15		Interest
10/1/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15		Sun City Anthem QT Assmt
10/18/2012	Red Rock Partial Payment	(\$300.00)	\$469.15	PC 143	Partial Payment
10/31/2012	Late Fees	\$25.00	\$494.15		Late Fees
11/30/2012	Late Fees	\$25.00	\$519.15		Late Fees
12/5/2012	Lien Recording Costs	\$34.00	\$553.15		
12/5/2012	Lien Release	\$30.00	\$583.15		
12/5/2012	Lien for Delinquent Assessment	\$325.00	\$908.15		
12/5/2012	Mailing Costs	\$8.20	\$916.35		



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Red Rock Financial Service

Account Number: 808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A. ; State of Nevada Ombudsman for Common-Interest Communities; REPUBLIC SERVICES

12/5/2012	Mailing Costs	\$8.20	\$924.55	
12/20/2012	Payoff Demand	\$150.00	\$1,074.55	Ticor Title
12/31/2012	Late Fees	\$25.00	\$1,099.55	Late Fees
12/31/2012	Interest	\$1.10	\$1,100.65	Interest
1/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65	Sun City Anthem QT Assmt
1/16/2013	Payoff Demand	\$50.00	\$1,425.65	Ticor Title
1/31/2013	Late Fees	\$25.00	\$1,450.65	Late Fees
2/5/2013	Intent to NOD	\$90.00	\$1,540.65	
3/2/2013	Late Fees	\$25.00	\$1,565.65	Late Fees
3/2/2013	Late Fees	(\$25.00)	\$1,540.65	Sun City Anthem QT Assmt
3/7/2013	NOD Mailing Costs	\$85.70	\$1,626.35	
3/7/2013	Notice of Default	\$400.00	\$2,026.35	
3/7/2013	NOD Recording Costs	\$22.00	\$2,048.35	
3/7/2013	NOD Release	\$30.00	\$2,078.35	
3/7/2013	NOD Release Recording Costs	\$22.00	\$2,100.35	
3/7/2013	Trustee Sale Guarantee	\$350.00	\$2,450.35	
3/27/2013	Vendor Adjustment	(\$350.00)	\$2,100.35	
3/27/2013	Red Rock Fee Adjustment	(\$559.70)	\$1,540.65	
3/31/2013	Late Fees	\$25.00	\$1,565.65	Late Fees
3/31/2013	Interest	\$2.31	\$1,567.96	Interest
4/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,842.96	Sun City Anthem QT Assmt
4/2/2013	Late Fees	\$25.00	\$1,867.96	Late Fees
4/2/2013	Late Fees	(\$25.00)	\$1,842.96	Rev 04/02/13 LF
4/4/2013	NOD Mailing Costs	\$85.70	\$1,928.66	
4/4/2013	Notice of Default	\$400.00	\$2,328.66	
4/4/2013	NOD Recording Costs	\$22.00	\$2,350.66	



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

4/4/2013	NOD Release	\$30.00	\$2,380.66	
4/4/2013	NOD Release Recording Costs	\$22.00	\$2,402.66	
4/4/2013	Trustee Sale Guarantee	\$350.00	\$2,752.66	
4/4/2013	NOD Mailing Charges Adjustment	(\$25.71)	\$2,726.95	
4/30/2013	Payoff Demand	\$150.00	\$2,876.95	Miles Bauer
5/1/2013	Late Fees	\$25.00	\$2,901.95	Late Fees
5/29/2013	Payoff Demand	\$150.00	\$3,051.95	Proudfit Realty
5/31/2013	Late Fees	\$25.00	\$3,076.95	Late Fees
6/25/2013	Intent to NOS	\$90.00	\$3,166.95	
6/30/2013	Late Fees	\$25.00	\$3,191.95	Late Fees
6/30/2013	Interest	\$3.52	\$3,195.47	Interest
7/1/2013	Sun City Anthem QT Assmt	\$275.00	\$3,470.47	Sun City Anthem QT Assmt
7/31/2013	Late Fees	\$25.00	\$3,495.47	Late Fees
8/15/2013	Intent to Conduct Foreclosure	\$25.00	\$3,520.47	
8/31/2013	Late Fees	\$25.00	\$3,545.47	Late Fees
9/30/2013	Late Fees	\$25.00	\$3,570.47	Late Fees
9/30/2013	Interest	\$4.73	\$3,575.20	Interest
10/1/2013	Sun City Anthem QT Assmt	\$275.00	\$3,850.20	Sun City Anthem QT Assmt
10/31/2013	Late Fees	\$25.00	\$3,875.20	Late Fees
11/30/2013	Late Fees	\$25.00	\$3,900.20	Late Fees
12/31/2013	Late Fees	\$25.00	\$3,925.20	Late Fees
12/31/2013	Interest	\$5.94	\$3,931.14	Interest
12/31/2013	Late Fees	(\$25.00)	\$3,906.14	Reverse LF
1/1/2014	Sun City Anthem QT Assmt	\$275.00	\$4,181.14	Sun City Anthem QT Assmt
1/29/2014	Intent to Conduct Foreclosure	\$25.00	\$4,206.14	
1/30/2014	Late Fees	\$25.00	\$4,231.14	Late Fees



Red Rock Financial Services

Account Detail

Information as of: August 15, 2014

Sun City Anthem Community Association

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A. ;State of Nevada Ombudsman for Common-Interest Communities;REPUBLIC SERVICES

2/11/2014	NOS Mailing Costs	\$8.96	\$4,240.10	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,249.06	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,258.02	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,266.98	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,275.94	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,284.90	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,293.86	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,302.82	
2/11/2014	NOS Mailing Costs	\$8.96	\$4,311.78	
2/11/2014	Notice of Sale	\$275.00	\$4,586.78	
2/11/2014	Publishing and Posting Costs	\$496.67	\$5,083.45	
2/11/2014	NOS Recording Costs	\$23.00	\$5,106.45	
3/30/2014	Interest	\$7.15	\$5,113.60	Interest
4/1/2014	Sun City Anthem QT Assmt	\$275.00	\$5,388.60	Sun City Anthem QT Assmt
4/30/2014	Late Fees	\$25.00	\$5,413.60	Late Fees
5/30/2014	Interest	\$8.36	\$5,421.96	Interest
6/30/2014	Interest	\$8.36	\$5,430.32	Interest
7/1/2014	Sun City Anthem QT Assmt	\$275.00	\$5,705.32	Sun City Anthem QT Assmt
7/30/2014	Late Fees	\$25.00	\$5,730.32	Late Fees
7/30/2014	Association Interest	\$8.36	\$5,738.68	
8/15/2014	Conduct Foreclosure Sale	\$125.00	\$5,863.68	
8/15/2014	Prepare and Record Trustee Deed	\$125.00	\$5,988.68	

EXHIBIT 3



Red Rock Financial Services

September 17, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

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 Gordon B. Hansen,

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

Sun City Anthem Community Association (herein also called the Association) has given permission under its agency agreement to Red Rock Financial Services to collect past due homeowner's association assessments. Accounting information obtained from the association or its managing agent, in regards to account balance, will not be accurate as additional collection fees and costs have been added to the above account.

The current balance due on the above account is \$617.94. If you choose to reinstate the account, payment in full must be received in the Red Rock Financial Services office within 30 days from the date of this letter. Payment 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 indicated below. Please ensure the account number is listed on any payments remitted to our office.

A "30 Day Period" has been established for disputing the validity of the debt, or any portion thereof. The "30 Day Period", according to Federal Law, begins from the date this letter is received by you.

All disputes regarding the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Collection efforts on the part of Red Rock Financial Services will cease during the research process. When the research is completed, you will receive a written response. In addition, Red Rock Financial Services will provide you with the original creditor(s) and address(es) if different from the current. In the event that Red Rock Financial Services does not receive in written form, a dispute of the debt, Red Rock Financial Services will assume the debt is valid.

If you choose not to pay your account in full within 30 days from the date of this letter, in accordance with Nevada Revised Statutes, Red Rock Financial Services will prepare and record a Lien for Delinquent Assessments on behalf of Sun City Anthem Community Association. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above. Additional fees estimated in the amount of \$340.00 plus mailing fees will be added to the above account to cover the cost of preparing and/or recording the Lien for Delinquent Assessments. Please note these are estimated costs.

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.

Regards,

Red Rock Financial Services

Red Rock Financial Services

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

www.rvfs.com

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

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

AA3401 3CA000642



Red Rock Financial Services

September 17, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear Gordon B. Hansen,

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

Sun City Anthem Community Association (herein also called the Association) has given permission under its agency agreement to Red Rock Financial Services to collect past due homeowner's association assessments. Accounting information obtained from the association or its managing agent, in regards to account balance, will not be accurate as additional collection fees and costs have been added to the above account.

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If you choose not to pay your account in full within 30 days from the date of this letter, in accordance with Nevada Revised Statutes, Red Rock Financial Services will prepare and record a Lien for Delinquent Assessments on behalf of Sun City Anthem Community Association. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above. Additional fees estimated in the amount of \$340.00 plus mailing fees will be added to the above account to cover the cost of preparing and/or recording the Lien for Delinquent Assessments. Please note these are estimated costs.

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.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

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

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. The 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.

AA3402 CA000643

EXHIBIT 4



Hearing Notice and Sanction for Delinquent Account

2450 Hampton RD * Henderson * NV * 89052
t.702-614-5818/5817 * 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

COPY

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
Sun City Anthem Community Association Manager
RMI Management, LLC



EXHIBIT 5



808634

CORRESPONDENCE RECEIVED

10/8/2012

808634 NV

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.

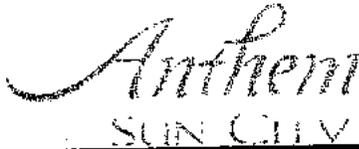
Any questions, please contact Doug Proudfit.

Thank you.



Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052





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

COPY

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
Sun City Anthem Community Association Manager
RMI Management, LLC



Anthem
SUN CITY

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
SENDER'S RECORD

Thursday, September 20, 2012

Gordon B. Hansen
2664 Olivia Heights Ave
Henderson NV 89052

GOPY

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).**

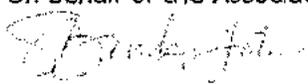
Attendance at the hearing is not required. **If you do not have proof your account is current, and you want to appeal or dispute the Association charges on your account, please follow the process described on the enclosed sheet (Collection Account Inquiry Procedures).**

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:

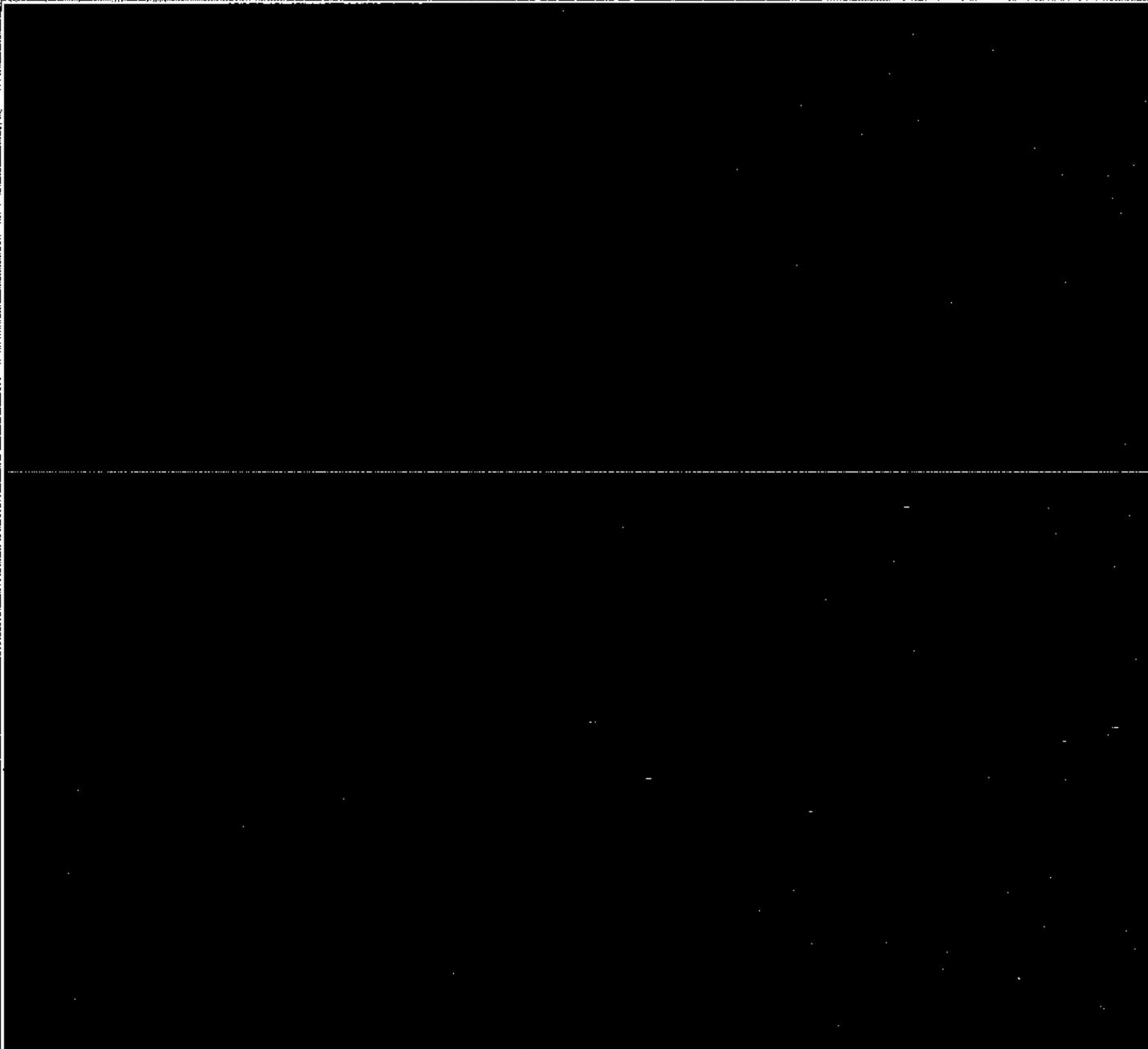
Sun City Anthem Community Association, Inc
ATTN: Board of Directors
2450 Hampton Road
Henderson NV 89052

On behalf of the Association,



Sacha Fotu
Sun City Anthem Community Association Manager
RMI Management, LLC





CERTIFIED TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTER OF CIVIL STATISTICS

STATE OF NEVADA The Registrar of Civil Statistics, Nevada Health Department, 2500 E. Flamingo Ave., Suite 100, Las Vegas, NV 89119
State Board of Health, 2500 E. Flamingo Ave., Suite 100, Las Vegas, NV 89119

NOT VALID WITHOUT THE RAISED
SEAL OF THE SOUTHERN NEVADA
HEALTH DISTRICT

Lawrence R. Smith, Registrar
Registrar of Civil Statistics

By: *[Signature]*



2018000868 NR 11/10/18

EXHIBIT 6



808634

CORRESPONDENCE RESPONSE SENT TO HOMEOWNER

11/5/2012



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Estate of Gordon B. Hansen,

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 is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. 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 within 30 days from the date of this letter 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)

Red Rock Financial Services

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

www.rvfs.com

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

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one time electronic debit from your account at the financial institution indicated on your check. The 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.

AA3413 CA000622



Red Rock Financial Services

November 5, 2012

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 Estate of Gordon B. Hansen,

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 is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

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Sincerely,

Red Rock Financial Services
Enclosure(S)

Red Rock Financial Services

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

www.rfs.com

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

In 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.

AA3414 SCA000621

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
01/01/2006	Quarterly Assessment	\$235.00	\$235.00	
02/01/2006	Association Mgmt Payment	-\$235.00	\$0.00	
04/01/2006	Quarterly Assessment	\$235.00	\$235.00	
04/18/2006	Association Mgmt Payment	-\$235.00	\$0.00	
07/01/2006	Quarterly Assessment	\$235.00	\$235.00	
07/12/2006	Association Mgmt Payment	-\$235.00	\$0.00	
10/01/2006	Quarterly Assessment	\$235.00	\$235.00	
10/26/2006	Association Mgmt Payment	-\$235.00	\$0.00	
01/01/2007	Quarterly Assessment	\$235.00	\$235.00	
01/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	
03/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
04/01/2007	Quarterly Assessment	\$235.00	\$0.00	
06/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
07/01/2007	Quarterly Assessment	\$235.00	\$0.00	
10/01/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00	
10/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	1873
01/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6761
03/01/2008	Special Assessment	-\$81.32	-\$81.32	
03/01/2008	Special Assessment	\$81.32	\$0.00	
04/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/08/2008	Association Mgmt Payment	-\$275.00	\$0.00	3313
06/01/2008	Unit Repair	\$81.32	\$81.32	
06/25/2008	Association Mgmt Payment	-\$81.32	\$0.00	2044
07/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	

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

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

Printed: 11/5/12

AA3415 SCA000623

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

Table with 5 columns: Date, Description, Amount, Balance, Check#. Rows include Association Mgmt Payment, Sun City Anthem QT Assmt, and Late Fee entries from 2008 to 2011.

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

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

Printed: 11/5/12

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
10/31/2012	Late Fee	\$25.00	\$495.36	



808634

PAYMENT ALLOCATION

11/9/2012



Payment Allocation Report

RRFS Account: 808634
Mgmt Account: SUCI0002048001
Information as of: October 18, 2012

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

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.

EXHIBIT 7

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201212140001338
Fees: \$17.00
N/C Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

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

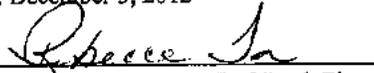
NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

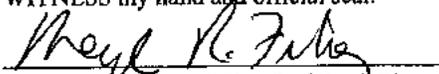
Dated: December 5, 2012


Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


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

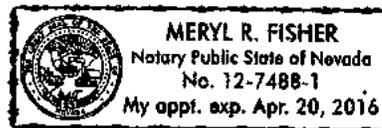


EXHIBIT 8

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV. 89052
Title Order Number: 32334

Inst #: 201303120000847
Fees: \$17.00
N/C Fee: \$0.00
03/12/2013 09:55:30 AM
Receipt #: 1529677
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

◆ IMPORTANT NOTICE ◆

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said liea, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

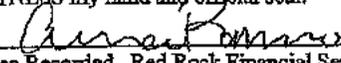

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

Dated: March 7, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


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

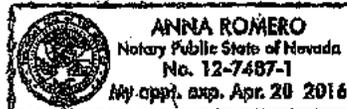


EXHIBIT 9

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201304030001569
Fees: \$17.00
N/C Fee: \$0.00
04/03/2013 11:28:14 AM
Receipt #: 1550335
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: SUO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF RESCISSION

Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

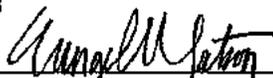
NOTICE IS HERBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013



Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



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

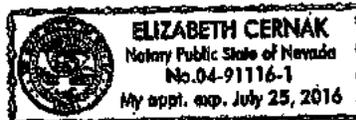


EXHIBIT 10

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052
Title Order Number: 39334 RS

Inst #: 201304080001087
Fees: \$17.00
N/C Fee: \$0.00
04/08/2013 09:51:05 AM
Receipt #: 1555431
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

Eungel Watson Dated: April 4, 2013
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On April 4, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Cernak
When Recorded Red Rock Financial Services
Mail To: 4775 W. Tecco Avenue, Suite 140
Las Vegas, Nevada 89118
702-932-6887

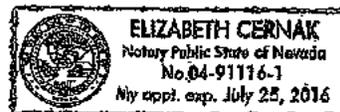


EXHIBIT 11

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Inst #: 201402120001527
Fee: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 AM
Receipt #: 1930419
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

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

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

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

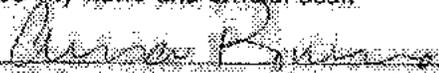
Dated: February 11, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


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

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

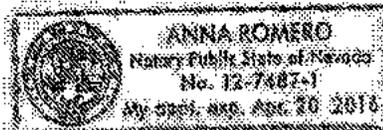


EXHIBIT 12



808634

LIEN SENT TO HOMEOWNER

1/3/2013

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201212140001338
Fees: \$17.00
N/C Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

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

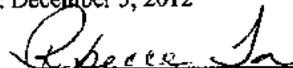
NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

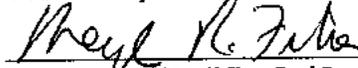
Dated: December 5, 2012

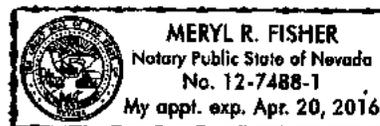

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


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





Red Rock Financial Services

January 3, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

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:

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

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is \$1,355.60.

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

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

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

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

Regards,

Red Rock Financial Services
enclosure(s)

Red Rock Financial Services ■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com ■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a credit 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.

AA3434 CA000591



Red Rock Financial Services

January 3, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
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:

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Regards,

Red Rock Financial Services
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AA3435 SCA000594

2. Article Number



7196 9008 9111 9954 0614

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052

R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

G/10/13

C. Signature

[Handwritten Signature]

Agent

Addressee

D. Is delivery address different from item 1?

Yes

No

If YES, enter delivery address below:



Red Rock Financial Services

February 5, 2013

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Gordon B. Hansen Trust, dated August 22, 2008:

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

This letter is sent to you as a courtesy. As previously advised, Nevada Revised Statutes allows Red Rock Financial Services on behalf of the Association, to record a Notice of Default and Election to Sell no sooner than the 31st day after the mailing of the Lien for Delinquent Assessments. **In 10 days from the date of this letter, the Association will have the legal ability to proceed with the recordation of the Notice of Default and Election to Sell.**

Your choice to not reinstate the above account has resulted in the Lien for Delinquent Assessments, which was mailed to you, being recorded on the above referenced property.

YOU MUST CONTACT OUR OFFICE FOR THE BALANCE DUE. Please contact the Red Rock Financial Services office immediately to make payment in full or alternative payment arrangements. If you do not make payment arrangements within 10 days from the date of this letter, Red Rock Financial Services will have no other alternative but to proceed with the preparation and recordation of the Notice of Default and Election to Sell.

If payment in full or other alternative payment arrangements are not made within 10 days from the date of this letter, the above account will have approximately \$825.00 in additional collection fees and costs added to the balance.

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check or money order.** Please ensure the account number is listed on any payments remitted to our office.

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.

Regards,

Red Rock Financial Services

Red Rock Financial Services

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

www.rvfs.com

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

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AA3437 3CA000576



Red Rock Financial Services

February 5, 2013

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Gordon B. Hansen Trust, dated August 22, 2008:

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This letter is sent to you as a courtesy. As previously advised, Nevada Revised Statutes allows Red Rock Financial Services on behalf of the Association, to record a Notice of Default and Election to Sell no sooner than the 31st day after the mailing of the Lien for Delinquent Assessments. **In 10 days from the date of this letter, the Association will have the legal ability to proceed with the recordation of the Notice of Default and Election to Sell.**

Your choice to not reinstate the above account has resulted in the Lien for Delinquent Assessments, which was mailed to you, being recorded on the above referenced property.

YOU MUST CONTACT OUR OFFICE FOR THE BALANCE DUE. Please contact the Red Rock Financial Services office immediately to make payment in full or alternative payment arrangements. If you do not make payment arrangements within 10 days from the date of this letter, Red Rock Financial Services will have no other alternative but to proceed with the preparation and recordation of the Notice of Default and Election to Sell.

If payment in full or other alternative payment arrangements are not made within 10 days from the date of this letter, the above account will have approximately \$825.00 in additional collection fees and costs added to the balance.

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office.

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.

Regards,

Red Rock Financial Services

Red Rock Financial Services

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

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

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AA3438 SCA000577



808634

Notice of Default Sent to Homeowner

4/10/2013



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

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,

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 correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

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

Regards,

Red Rock Financial Services

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

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AA3440 SCA000536



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
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,

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

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Regards,

Red Rock Financial Services

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

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AA3441 3CA000534



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

MERS

MIN: 100052550018523257
P.O. BOX 2026
FLINT, MI 48501-2026

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear MERS,

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 correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

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Regards,

Red Rock Financial Services

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

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AA34423CA000542



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

BANK OF AMERICA, N.A.
MIN: 100052550018523257
9062 OLD ANNAPOLIS RD
COLUMBIA, MD 21045

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear BANK OF AMERICA, N.A.,

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 correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

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Regards,

Red Rock Financial Services

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

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AA3443 SCA000544



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

WELLS FARGO BANK, N.A.
LOAN NO. 650-650-5377981-1XXX
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SD 57104

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear WELLS FARGO BANK, N.A.,

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 correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

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

Regards,

Red Rock Financial Services

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

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6867 to learn about other payment options should you prefer to not have your payment processed in this manner.

AA3444 SCA000546



April 10, 2013

VIA CERTIFIED AND FIRST CLASS MAIL

WESTERN THRIFT & LOAN
MIN: 100052550018523257
1101 W. MOANA, SUITE 2
RENO, NV 89509

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear WESTERN THRIFT & LOAN,

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 correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

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Regards,

Red Rock Financial Services

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

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check, an 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.

AA3445 SCA000540

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052
Title Order Number: 39334 *RS*

Inst #: 201304080001087
Fees: \$17.00
N/C Fee: \$0.00
04/08/2013 09:51:06 AM
Receipt #: 1665431
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

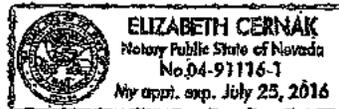
Eungel Watson
Dated: April 4, 2013
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On April 4, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Elizabeth Cernak
When Recorded Red Rock Financial Services
Mail To: 4775 W. Tecco Avenue, Suite 140
Las Vegas, Nevada 89118
702-932-6887





June 25, 2013

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 ,

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

This letter is being sent to you as a courtesy. As previously advised, Nevada Revised Statutes allow Red Rock Financial Services on behalf of the above referenced Association, to record a Notice of Sale Pursuant to the Lien for Delinquent Assessments. **The "Permission for Publication of Non-Judicial Foreclosure Sale" will be mailed to the Sun City Anthem Community Association Board of Directors for signature to publish the above property for sale in 30 DAYS.**

Your choice to not reinstate the above account has resulted in the recordation of the Lien for Delinquent Assessments and the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments on the above referenced property, which was mailed to you via first class and certified mail.

Please contact Red Rock Financial Services office immediately to pay the account in full or to make alternate payment arrangements. If you choose not to reinstate the account, Red Rock Financial Services may have no other alternative but to mail the "Permission for Publication of Non-Judicial Foreclosure Sale" to the Board in 30 days. If the Board signs the Permission Form, Red Rock Financial Services will proceed with the preparation and recordation of the Notice of Sale Pursuant to the Lien for Delinquent Assessments.

If payment in full is not received or alternate payment arrangements are not made within 30 days from the date of this letter, the above account may have approximately \$900.00 in collection fees and costs added to the account balance.

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a cashier's check or money order. **Red Rock Financial Services does not accept personal checks.** Please ensure the account number is listed on any payments remitted to our office.

Additional information regarding this account can be obtained at www.rfs.com. Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

Red Rock Financial Services

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

AA34473CA000498



June 25, 2013

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
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 ,

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Please contact Red Rock Financial Services office immediately to pay the account in full or to make alternate payment arrangements. If you choose not to reinstate the account, Red Rock Financial Services may have no other alternative but to mail the "Permission for Publication of Non-Judicial Foreclosure Sale" to the Board in 30 days. If the Board signs the Permission Form, Red Rock Financial Services will proceed with the preparation and recordation of the Notice of Sale Pursuant to the Lien for Delinquent Assessments.

If payment in full is not received or alternate payment arrangements are not made within 30 days from the date of this letter, the above account may have approximately \$900.00 in collection fees and costs added to the account balance.

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check or money order.** **Red Rock Financial Services does not accept personal checks.** Please ensure the account number is listed on any payments remitted to our office.

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Regards,

Red Rock Financial Services

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

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AA3448 SCA000497



RED ROCK FINANCIAL SERVICES

File Number: R 808034

MAILING AFFIDAVIT

STATE OF NEVADA)

COUNTY OF CLARK)

ss.

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

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

Dated: 8/15/13

Signature: [Handwritten Signature]

See Attached 2 Pages



FINAL NOTICE

August 15, 2013

Sent Certified and First Class Mail

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
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 ,

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

This letter is being sent as a courtesy as we have attempted several times to contact you. The Association has requested that our office review and prepare the account for foreclosure for unpaid assessments. You must contact our office within 10 business days of the date of this letter to discuss arrangements for payment. Failure to contact our within the 10 business days may result in the immediate foreclosure sale of the property.

Additional information regarding this account can be obtained at www.rfs.com. Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

Red Rock Financial Services

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

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AA3450 SCA000490



FINAL NOTICE

August 15, 2013

Sent Certified and First Class Mail

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 ,

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

This letter is being sent as a courtesy as we have attempted several times to contact you. The Association has requested that our office review and prepare the account for foreclosure for unpaid assessments. You must contact our office within 10 business days of the date of this letter to discuss arrangements for payment. Failure to contact our within the 10 business days may result in the immediate foreclosure sale of the property.

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Regards,

Red Rock Financial Services

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

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AA3451 CA000491

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

FORM #35683 VERSION: 01/13
U.S. PAT. NO. 5,501,388

7196 9008 9111 9954 0621

TO:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

TEAR ALONG THIS LINE

USPS®
Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 8/15/13 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #5

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Charge
Amount:

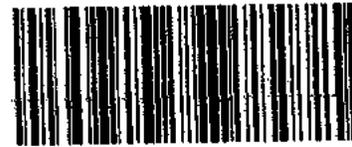
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

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

CERTIFIED MAIL™



7196 9008 9111 9954 0621

Certified Article Number

7196 9008 9111 9954 0621

SENDER'S RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 9954 0621

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	
<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

FORM #35683 VERSION: 01/13
U.S. PAT. NO. 5,501,393

7196 9008 9111 9954 0614

TO:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

← TEAR ALONG THIS LINE

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

FOLD AND TEAR THIS WAY → OPTIONAL

USPS®

Receipt for
Certified Mail™

POSTMARK OR DATE

Mailed on 8/15/13 by
Red Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

Label #5

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

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

CERTIFIED MAIL™



7196 9008 9111 9954 0614

Certified Article Number
7196 9008 9111 9954 0614
SENDER'S RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 9954 0614

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	
<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from Item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Thank you for using Return Receipt Service

PS Form 3811, January 2005

Domestic Return Receipt

AA3453 CA000489

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

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

7196 9008 9111 1347 9402

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

TEAR ALONG THIS LINE

TO:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for
Certified Mail™

POSTMARK OR DATE

Mailed on 1/29/14 by
Red Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

FOLD AND TEAR THIS WAY → OPTIONAL

Certified Article Number

7196 9008 9111 1347 9402

SENDER'S RECORD

Label #5

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6

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

CERTIFIED MAIL™



7196 9008 9111 1347 9402

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 1347 9402

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

Agent
 Addressee

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

Yes
 No

Thank you for using Return Receipt Service



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R808634

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

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

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

Dated: 1/29/14

Signature: *Henry Nye*

See Attached 2 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

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

7196 9008 9111 1347 9396

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

TEAR ALONG THIS LINE

TO:

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

USPS®

Receipt for
Certified Mail™

POSTMARK OR DATE

Mailed on 1/29/14 by
Red Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #6

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

CERTIFIED MAIL™



7196 9008 9111 1347 9396

Certified Article Number

7196 9008 9111 1347 9396

SENDER'S RECORD

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

2. Article Number



7196 9008 9111 1347 9396

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Is delivery address different from item 1? If YES, enter delivery address below	

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service



FINAL NOTICE

January 29, 2014

Sent Certified and First Class Mail

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 ,

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

This letter is being sent as a courtesy as we have attempted several times to contact you. The Association has requested that our office review and prepare the account for foreclosure for unpaid assessments. You must contact our office within 10 business days of the date of this letter to discuss arrangements for payment. Failure to contact our office within the 10 business days may result in the immediate foreclosure sale of the property.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

Red Rock Financial Services

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

By reading 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, an additional amount will be added to the amount. (If we cannot collect your electronic payment, we will close 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.

AA3458 SCA00039



FINAL NOTICE

January 29, 2014

Sent Certified and First Class Mail

The Gordon B. Hansen Trust, dated August 22, 2008
c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
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 ,

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

This letter is being sent as a courtesy as we have attempted several times to contact you. The Association has requested that our office review and prepare the account for foreclosure for unpaid assessments. You must contact our office within 10 business days of the date of this letter to discuss arrangements for payment. Failure to contact our office within the 10 business days may result in the immediate foreclosure sale of the property.

Additional information regarding this account can be obtained at www.rifs.com. Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

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AA3459 3CA000394



808634

NOS Sent to Homeowner

2/11/2014



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 808634

STATE OF NEVADA)
COUNTY OF CLARK) Ss.

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

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

Dated: 2/11/14

Signature: [Handwritten Signature]

See Attached 9 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM **WALZ™**

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

7196 9008 9111 1346 5894

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

← TEAR ALONG THIS LINE

TO:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

USPS®
Receipt for
Certified Mail™ Rec

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 2/12/14 by
Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

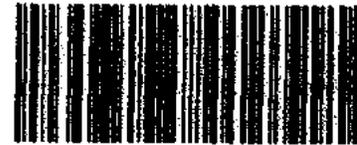
The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634

Label #6

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

CERTIFIED MAIL



7196 9008 9111 1346 5894

Certified Article Number

7196 9008 9111 1346 5894

SENDERS RECORD

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

2. Article Number



7196 9008 9111 1346 5894

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2664 Olivia Heights Ave
Henderson, NV 89052
R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

Agent
 Addressee

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

Yes
 No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

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

7196 9008 9111 1346 5900

Label #1

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #2

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Label #3

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

← TEAR ALONG THIS LINE

TO:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R808634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

USPS®
Receipt for
Certified Mail™^{Red}

POSTMARK OR DATE

Mailed on 2/12/14 by
Rock Financial Services
See Firm Book

No Insurance Coverage Provided
Do Not Use for International Mail

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

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

CERTIFIED MAIL™



7196 9008 9111 1346 5900

Certified Article Number

7196 9008 9111 1346 5900

SENDER'S RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 1346 5900

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052
R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

Agent
 Addressee

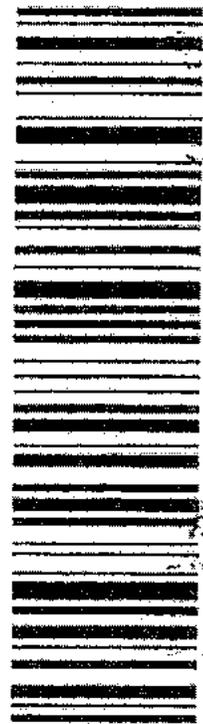
X

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

Yes
 No

Thank you for using Return Receipt Service

2. Article Number



7196 9008 9111 1346 5894

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:
The Gordon B. Hansen Trust, dated August 22, 2008

c/o The Estate of Gordon B. Hansen

2664 Olivia Heights Ave

Henderson, NV 89052

R808634 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

AA3465

C. Signature

X

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

Agent
 Addressee
 Yes
 No



PS Form 3811, January 2005

Domestic Return Receipt

SCA000187

EXHIBIT 13



808634

Priority Posting Confirmations

2/14/2014



PERMISSION FOR PUBLICATION OF FORECLOSURE SALE
AND
AUTHORITY TO CONDUCT FORECLOSURE SALE

January 3, 2014

RE: 2763 White Sage Dr. Henderson, NV 89052
Sun City Anthem Community Association / R808634

The Board of Directors of Sun City Anthem Community Association, hereby give permission to, authorize and direct Red Rock Financial Services, as agent for Sun City Anthem Community Association, to proceed forward with the collection process and set a date of foreclosure, post and publish the foreclosure date, and conduct the foreclosure sale for the property commonly known and described as 2763 White Sage Dr. Henderson, NV 89052. At any time prior to the foreclosure sale, the Association may instruct Red Rock, in writing, to postpone or cancel the foreclosure sale of the above referenced property. In addition, Red Rock Financial Services may postpone the sale if deemed reasonably necessary without specific instruction or authorization from the Board of Directors.

The Board of Directors also expressly understand that if the Association takes title of the property through the foreclosure sale, the Association will be responsible for all collection fees and costs associated to the collection and the sale of the above referenced property. All fees and costs will be paid in accordance with the approved collection contract with Red Rock Financial Services. Red Rock Financial Services will provide the Association with a Trustee's Deed upon Sale (without warranty) for signature and recording after the foreclosure sale.

The Board of Directors acknowledges that the foreclosure sale will result in the transfer of title of the property from the existing homeowner. The Board of Directors agree that in the event that the homeowner makes any claim regarding the loss of its property through this foreclosure action, the Association shall have the exclusive duty to defend and to pay all defense costs of all such claims, provided that in the event that such claims are determined by a Court of law to be the sole error of Red Rock Financial Services, Red Rock Financial Services shall immediately reimburse the Association of all costs and expenses of such claim.

Executed On: 01/07/14

Signed: [Signature]
Signature of Board Member

DANIEL KURPERON
Printed Name of Board Member



Priority Posting & Publishing
Order # P1082780
TS # R808634

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served **Gordon B. Hansen, Trustee** with a copy of the Notice of Sale, on 2/13/2014 at approximately 7:02 PM, by:

Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

**2763 White Sage Drive
Henderson NV 89052**

To the best of my knowledge, the property is vacant and unoccupied.

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

Dated 2/13/2014

Nevada Legal Support Services LLC



Annette Miller, 3036990
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 475490 69
COUNTY OF SERVICE: CLARK
SERVER: Annette Miller

Priority Posting & Publishing
Order # P1082780
TS # R808634

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 2/13/2014, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale R808634, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

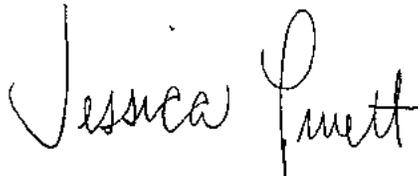
The purported owner and address of the property contained in the Notice of Sale being:

Gordon B. Hansen, Trustee, 2763 White Sage Drive, Henderson NV 89052.

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

Dated 2/13/2014

Nevada Legal Support Services LLC



Jessica Pruett
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 475490 69
COUNTY OF SERVICE: CLARK
SERVER: Jessica Pruett
RED ROCK FINANCIAL SERVICES

Priority Posting & Publishing
Order # P1082780
TS # R808634

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 2/13/2014, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale R808634, in a public place in the county where the property is situated, to wit:

CITY HALL, 240 WATER ST. HENDERSON
PASEO VERDE LIBRARY, 280 S GREEN VALLEY PKWY, HENDERSON
LIBRARY, 100 WEST LAKE MEAD BLVD, HENDERSON

The purported owner and address of the property contained in the Notice of Sale being:

Gordon B. Hansen, Trustee, 2763 White Sage Drive, Henderson NV 89052.

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

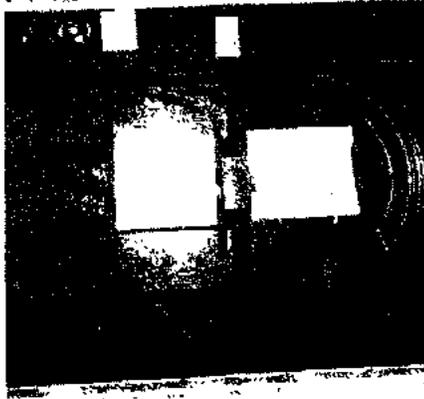
Dated 2/13/2014

Nevada Legal Support Services LLC



Annette Miller
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 475490 69
COUNTY OF SERVICE: CLARK
SERVER: Annette Miller
RED ROCK FINANCIAL SERVICES



Photos taken by: Annette Miller County: CLARK 36
Photo Date: 2/13/2014 Time: 7:02 PM NLN ID# 475490 Page 1 of 1
Primary Borrower: Gordon B. Hansen, Trustee
Property Address: 2763 White Sage Drive, Henderson NV 89052

Nevada Legal Support Services LLC
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747 NV. Lic. #1711

Priority Posting & Publishing Order # P1082780 TS#R808634



808634

Priority Posting Confirmations

3/3/2014

AFFP
P1082780



Affidavit of Publication

STATE OF NEVADA)
COUNTY OF CLARK) SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

- Feb 14, 2014
- Feb 21, 2014
- Feb 28, 2014

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Feb 28, 2014

Rosalie Qualls

Rosalie Qualls

Assessor Parcel Number: 191-13-811-052 File Number: R608634 Property Address: 2763 White Sage Dr Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME. EVEN IF THE AMOUNT IS IN DISPUTE, YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-8887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. If you need an explanation of the nature of the proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is". The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02263 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: February 11, 2014 Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teco Avenue, Suite 140 Las Vegas, NV 89118 (702) 483-2996 or (702) 932-8887 P1082780 2/14, 2/21, 02/28/2014

04108130 00369093

PRIORITY POSTING & PUBLISHING (2014)
17501 IRVINE BLVD. SUITE 1
TUSTIN, CA 92780

EXHIBIT 14



808634

PAYOFF DEMAND SENT

12/20/2012



Red Rock Financial Services

Numbers of Pages 6

December 20, 2012

Ticor Title

Attn: Brennan Farmer

Via Email: brennan.farmer@ticortitle.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 12163955

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

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

The current balance is \$1,380.60. This demand and its balance due will expire on 1/8/13. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at www.rmimc.com to request their demand statement for those additional amounts prior to closing.

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

Regards,

Red Rock Financial Services

Red Rock Financial Services

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

www.rdfs.com

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

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

AA3477 SCA000598

Jason Cernak

From: Jason Cernak
Sent: Thursday, December 20, 2012 4:32 PM
To: brennan.farmer@ticortitle.com
Cc: Elizabeth Cernak
Subject: 2763 white sage dr
Attachments: 808634_20121220162343.pdf

Good afternoon,

I've attached the payoff demand you requested for the above mentioned property.

Thank you,

Jason Cernak

Finance and Accounting

Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com

RRFS

RED ROCK FINANCIAL SERVICES

A FirstService Residential Management Company

Click to follow RRFS!



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

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, may contain information that is confidential and/or proprietary. If you are not an intended recipient, please be advised that any review, use, reproduction or distribution of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete/destroy the message and any copies thereof.

Account Detail

Sun City Anthem Community Association

Information as of: December 20, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
01/01/2006	Quarterly Assessment	\$235.00	\$235.00	
02/01/2006	Association Mgmt Payment	-\$235.00	\$0.00	
04/01/2006	Quarterly Assessment	\$235.00	\$235.00	
04/18/2006	Association Mgmt Payment	-\$235.00	\$0.00	
07/01/2006	Quarterly Assessment	\$235.00	\$235.00	
07/12/2006	Association Mgmt Payment	-\$235.00	\$0.00	
10/01/2006	Quarterly Assessment	\$235.00	\$235.00	
10/26/2006	Association Mgmt Payment	-\$235.00	\$0.00	
01/01/2007	Quarterly Assessment	\$235.00	\$235.00	
01/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	
03/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
04/01/2007	Quarterly Assessment	\$235.00	\$0.00	
06/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
07/01/2007	Quarterly Assessment	\$235.00	\$0.00	
10/01/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00	
10/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	1873
01/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6761
03/01/2008	Special Assessment	-\$81.32	-\$81.32	
03/01/2008	Special Assessment	\$81.32	\$0.00	
04/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/08/2008	Association Mgmt Payment	-\$275.00	\$0.00	3313
06/01/2008	Unit Repair	\$81.32	\$81.32	
06/25/2008	Association Mgmt Payment	-\$81.32	\$0.00	2044
07/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	

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

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

Printed: 12/20/12

AA3479 SCA000600

Account Detail

Sun City Anthem Community Association

Information as of: December 20, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
07/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6578
09/25/2008	Association Mgmt Payment	-\$175.00	-\$175.00	02057
10/01/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00	
12/31/2008	Association Mgmt Payment	-\$240.00	-\$240.00	02074
01/01/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00	
04/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
04/07/2009	Association Mgmt Payment	-\$240.00	\$0.00	02090
07/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/13/2009	Association Mgmt Payment	-\$240.00	\$0.00	23791
10/09/2009	Association Mgmt Payment	-\$240.00	-\$240.00	97004
01/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
01/25/2010	Association Mgmt Payment	-\$240.00	-\$240.00	10803
04/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
07/01/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/30/2010	Late Fee	\$25.00	\$265.00	
08/16/2010	Association Mgmt Payment	-\$265.00	\$0.00	63164
10/07/2010	Association Mgmt Payment	-\$240.00	-\$240.00	98965
01/01/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00	
02/18/2011	Association Mgmt Payment	-\$10.00	\$0.00	84899
04/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
04/30/2011	Late Fee	\$25.00	\$275.00	
05/20/2011	Association Mgmt Payment	-\$275.00	\$0.00	02215
07/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
07/30/2011	Late Fee	\$25.00	\$275.00	
08/18/2011	Association Mgmt Payment	-\$275.00	\$0.00	02227

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

Printed: 12/20/12

AA3480 SCA000601

Account Detail

Sun City Anthem Community Association

Information as of: December 20, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
10/31/2012	Late Fee	\$25.00	\$495.36	
11/29/2012	Association Interest	\$2.42	\$497.78	
11/30/2012	Late Fee	\$25.00	\$522.78	

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

Printed: 12/20/12

AA3481 SCA000602

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: December 20, 2012

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
12/05/2012	Lien Recording Costs	\$34.00	\$556.78	
12/05/2012	Lien Release	\$30.00	\$586.78	
12/05/2012	Lien for Delinquent Assessment	\$325.00	\$911.78	
12/05/2012	Lien Mailing Costs	\$8.20	\$919.98	
12/05/2012	Lien Mailing Costs	\$8.20	\$928.18	
12/20/2012	Payoff Demand	\$150.00	\$1,078.18	
12/30/2012	Association Interest	\$2.42	\$1,080.60	
12/31/2012	late fee	\$25.00	\$1,105.60	
1/1/2013	assessment	\$275.00	\$1,380.60	



Red Rock Financial Services

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Accommodation

Inst #: 201212140001338
Fees: \$17.00
N/C Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: December 5, 2012

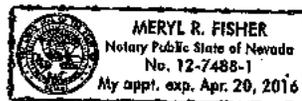
Prepared By: Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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



Red Rock Financial Services ■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com ■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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



808634

PAYOFF DEMAND UPDATE SENT

1/16/2013



Red Rock Financial Services

Numbers of Pages 6

January 16, 2013

Ticor Title

Attn: Brennan Farmer

Via Email: brennan.farmer@ticortitle.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 12163955

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

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

The current balance is \$1,451.75. This demand and its balance due will expire on 1/31/13. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at www.rmilc.com to request their demand statement for those additional amounts prior to closing.

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

Regards,

Red Rock Financial Services

Red Rock Financial Services

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

www.rdfs.com

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

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

AA3485 SCA000579

Jason Cernak

From: Jason Cernak
Sent: Wednesday, January 16, 2013 4:35 PM
To: brennan.farmer@ticortitle.com
Cc: Elizabeth Cernak
Subject: 2763 white sage dr
Attachments: 808634_20130116161513.pdf

Good afternoon,

I've attached the payoff demand you requested for the above mentioned property.

Thank you,

Jason Cernak

Finance and Accounting

Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com

RRFS

RED ROCK FINANCIAL SERVICES

A FirstService Residential Management Company

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Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: January 16, 2013

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
01/01/2006	Quarterly Assessment	\$235.00	\$235.00	
02/01/2006	Association Mgmt Payment	-\$235.00	\$0.00	
04/01/2006	Quarterly Assessment	\$235.00	\$235.00	
04/18/2006	Association Mgmt Payment	-\$235.00	\$0.00	
07/01/2006	Quarterly Assessment	\$235.00	\$235.00	
07/12/2006	Association Mgmt Payment	-\$235.00	\$0.00	
10/01/2006	Quarterly Assessment	\$235.00	\$235.00	
10/26/2006	Association Mgmt Payment	-\$235.00	\$0.00	
01/01/2007	Quarterly Assessment	\$235.00	\$235.00	
01/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	
03/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
04/01/2007	Quarterly Assessment	\$235.00	\$0.00	
06/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
07/01/2007	Quarterly Assessment	\$235.00	\$0.00	
10/01/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00	
10/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	1873
01/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6761
03/01/2008	Special Assessment	-\$81.32	-\$81.32	
03/01/2008	Special Assessment	\$81.32	\$0.00	
04/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/08/2008	Association Mgmt Payment	-\$275.00	\$0.00	3313
06/01/2008	Unit Repair	\$81.32	\$81.32	
06/25/2008	Association Mgmt Payment	-\$81.32	\$0.00	2044
07/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	

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Printed: 1/16/13

AA3487 SCA000581

Red Rock Financial Services

Page 2

Account Detail**Sun City Anthem Community Association**

Information as of: January 16, 2013

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
07/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6578
09/25/2008	Association Mgmt Payment	-\$175.00	-\$175.00	02057
10/01/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00	
12/31/2008	Association Mgmt Payment	-\$240.00	-\$240.00	02074
01/01/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00	
04/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
04/07/2009	Association Mgmt Payment	-\$240.00	\$0.00	02090
07/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/13/2009	Association Mgmt Payment	-\$240.00	\$0.00	23791
10/09/2009	Association Mgmt Payment	-\$240.00	-\$240.00	97004
01/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
01/25/2010	Association Mgmt Payment	-\$240.00	-\$240.00	10803
04/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
07/01/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/30/2010	Late Fee	\$25.00	\$265.00	
08/16/2010	Association Mgmt Payment	-\$265.00	\$0.00	63164
10/07/2010	Association Mgmt Payment	-\$240.00	-\$240.00	98965
01/01/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00	
02/18/2011	Association Mgmt Payment	-\$10.00	\$0.00	84899
04/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
04/30/2011	Late Fee	\$25.00	\$275.00	
05/20/2011	Association Mgmt Payment	-\$275.00	\$0.00	02215
07/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
07/30/2011	Late Fee	\$25.00	\$275.00	
08/18/2011	Association Mgmt Payment	-\$275.00	\$0.00	02227

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Printed: 1/16/13

AA3488 ; CA000582

Red Rock Financial Services

Page 3

Account Detail**Sun City Anthem Community Association**

Information as of: January 16, 2013

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/31/2012	Late Fee	\$25.00	\$494.15	
11/30/2012	Late Fee	\$25.00	\$519.15	
12/05/2012	Lien Recording Costs	\$34.00	\$553.15	
12/05/2012	Lien Release	\$30.00	\$583.15	

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Printed: 1/16/13

AA3489 CA000583

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: January 16, 2013

Red Rock Financial Services Account Number: R808634

Property Address: 2763 White Sage Dr, Henderson, NV 89052

The Gordon B. Hansen Trust, dated August 22, 2008,

Detailed Summary

Date	Description	Amount	Balance	Check#
12/05/2012	Lien for Delinquent Assessment	\$325.00	\$908.15	
12/05/2012	Lien Mailing Costs	\$8.20	\$916.35	
12/05/2012	Lien Mailing Costs	\$8.20	\$924.55	
12/20/2012	Payoff Demand	\$150.00	\$1,074.55	
12/31/2012	Late Fee	\$25.00	\$1,099.55	
12/31/2012	Interest	\$1.10	\$1,100.65	
01/01/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65	
01/16/2013	Payoff Demand	\$50.00	\$1,425.65	
11/31/2013	Interest	\$1.10	\$1,426.75	
1/31/2013	LATE FEE	\$25.00	\$1,451.75	



808634

Payoff Demand Received

5/16/2013

Jason Cernak

From: Lee Cedola <lee@proudfitrealty.com>
Sent: Thursday, May 16, 2013 11:05 AM
To: RRFs Payoff Request
Cc: Mickie.salgado@ticortitle.com
Subject: 2763 White Sage Drive, Henderson, NV - Esc #1316-3496

Importance: High

Hello:

Our office represents the interests of the Seller/Trustee with regard to the sale of the above referenced short sale property.

We are expecting a short sale approval letter to be re-issued in the name of the new buyers. Escrow is expected to close no later than June 28, 213.

Accordingly, please provide a payoff statement at your first opportunity.

Thank you

Lee Cedola
Licensed Assistant
Lee@ProudfitRealty.com
Proudfit Realty
2800 Bicentennial Parkway
Suite #130
Henderson, NV 89044
Phone: 702-453-7653



808634

Payoff Demand Sent

5/29/2013



Numbers of Pages 6

May 29, 2013

Proudfit Realty
Attn: Lee Cedola
Via Email: lee@proudfitrealty.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 1316-3496

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

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

The current balance is \$3,055.47. This demand and its balance due will expire on 6/13/13. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at www.rmille.com to request their demand statement for those additional amounts prior to closing.

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

Regards,

Red Rock Financial Services

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

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

AA3494 CA000505

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.483.2996 | f. 702.940.7095 | www.RRFS.com
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From: Craig Leidy [mailto:cleidy21@aol.com]
Sent: Tuesday, March 04, 2014 9:11 AM
To: Christie Marling
Subject: Re: 2763 White Sage Dr

Christie,

Sorry about that. In my haste to send this to you I sent the wrong letter. Here is the correct letter along with a death certificate.

Craig Leidy
Broker/Salesman CRS SFR
Prudential Americana Group REALTORS
3185 Saint Rose Pkwy, Ste.100
Henderson, NV 8952
702-595-9007 = Cell
702-940-2121 = Office
702-317-3384= Fax
www.mrsuncity.com

-----Original Message-----

From: Christie Marling <CMarling@rrfs.com>
To: Craig Leidy <cleidy21@aol.com>; Anna Romero <ARomero@rrfs.com>
Sent: Tue, Mar 4, 2014 6:48 am
Subject: RE: 2763 White Sage Dr

Good Morning Craig,

There is no signature on this?

Thanks,

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.483.2996 | f. 702.940.7095 | www.RRFS.com
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From: Craig Leidy [<mailto:cleidy21@aol.com>]
Sent: Monday, March 03, 2014 10:43 AM
To: Anna Romero
Cc: Christie Marling
Subject: RE: 2763 White Sage Dr

Christy,

Enclosed is the Letter of Authorization signed by the Trustee. If you need something else specific to the association accounts, please let me know and I will try to accommodate.

Thank you for the consideration in the postponement of the sale. I'm trying to work this out for everyone concerned.

Craig Leidy
Broker/Salesman CRS SFR
Prudential Americana Group REALTORS
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 8952
702-595-9007 = Cell
702-940-2121 = Office
702-317-3384= Fax
www.mrsuncity.com

Letter of Authorization

February 1, 2014

To: Nationstar Mortgage

RE: Loan # 0618315261

Property Address:

2753 White Sage Dr.

Henderson, NV 89052

I, **Nona Tobin**, as Successor Trustee of the Estate of Gordon Hanson, hereby authorize Nationstar Mortgage and any of their affiliates to discuss any and all information regarding the above referenced property with **Mr. Craig Leidy** of Prudential Americana Group REALTORS, 3185 St Rose Parkway, Henderson, NV 89052..

For verification, the last four digits of the deceased's social security number are 6401.

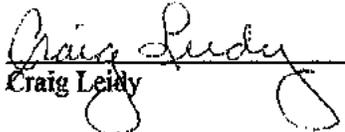
I have also included with this Letter of Authorization a copy of the deceased's Death Certificate and a copy of the Certificate of Revocable Living Trust.



Nona Tobin

2/2/14
Date

Successor Trustee of
the Gordon B. Hanson Trust



Craig Leidy

2.2.14
Date



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
Late Fees	\$400.00	Other	\$0.00
Fines	\$0.00		
	Waiver Request (Items in Bold)		\$418.81
	Current Balance Owed Association		\$2,068.81
	Association Balance if Waiver Granted		\$1,650.00
		Collection Fees	\$3,037.64
		Total Current Balance Owed	\$5,106.45
		Total Balance With Waiver	\$4,687.64

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.

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 _____

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.

Christie Marling

To: Craig Leidy
Subject: RE: 2763 White Sage Dr./ The Hansen Estate
Attachments: 2763 White Sage - Response.pdf

Craig,

Please see response regarding the settlement request for \$1,000.00.

Please let me know if you have any questions.

Thanks,

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com
A FirstService Residential Management Company

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From: Craig Leidy [<mailto:cleidy21@aol.com>]
Sent: Thursday, June 05, 2014 3:08 PM
To: Christie Marling
Subject: RE: 2763 White Sage Dr./ The Hansen Estate

Christie,

Enclosed is the message I received from the negotiator at Equator.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com



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

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	\$1,925.00	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 of the 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 \$459.32 - with condition that
- Allow a partial reduction (please specify the amount) \$1925 - is paid by 7/15/14
- Other

Board Signature Juan Capulido

Date 6/26/14

4775 W Teco Avenue, Suite 140 | Las Vegas, Nevada 89118 | 702-932-6887



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 ,

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.rrfs.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.rrfs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. The 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.

AA3502 SCA000286

Christie Marling

To: Gary Leobold (SunCityAnthemNV) (gary.leobold@scacai.com)
Cc: Anna Romero; Jean Capillupo (scabodjean@gmail.com)
Subject: SCA - Sale Set 08/15/2014 - Update and Final Approval
Attachments: 2763 White Sage - Final Approval.pdf

Good Morning,

As a reminder, this property is scheduled for sale on **08/15/2014**. Here is the update and breakdown. Also, I've attached the final approval form to have the Board President sign in order to proceed with the sale on this property. If the Board wishes to postpone or cancel the sale please let me know at your earliest convenience.

R808634 – 2763 White Sage DR – (Gordon B. Hansen Trust) – Sale was previously postponed as the executor of the property is attempting to sell the property. As of today, RRFs is unaware of any buyer that is lined up due to the lender's terms of a short sale of the property. Please note there are no postponements available.

Assessments - \$2,200.00

Late Fees - \$425.00

Interest – \$42.68

Fines - \$0.00 (fines cannot be included in the foreclosure balance)

Red Rock - \$3,037.64 (Hard costs - \$1,166.64; Fees - \$1,871.00)

Total that can be taken to foreclosure - **\$5,705.32**

As of the date of Sale balance will be \$5,738.68 due to upcoming assessments, late fees.

Please let me know if the Board would like to

- *Move forward with the foreclosure (final approval form is attached, which would need to be signed by the **Board President** prior to the sale).*
- *Cancel the sale*

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com

RRFS

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Christie Marling

To: Gary Leobold (SunCityAnthemNV) (gary.leobold@scacai.com); Anneliese Gamboa (anneliese.gamboa@scacai.com)
Cc: Anna Romero
Subject: 2763 White Sage Dr - Update and Final Approval
Attachments: 2763 White Sage Final Approval.pdf

Good Morning,

As a reminder, this property is scheduled for sale on **05/15/2014**. Here is the update and breakdown. Also, I've attached the final approval form to have the Board President sign in order to proceed with the sale on this property. If the Board wishes to postpone or cancel the sale please let me know at your earliest convenience.

R808634 – 2763 White Sage Dr – (Gordon B Hansen Trust) – Sale was previously postponed for Short Sale to close escrow. RRFs has not received payment or additional contact from the owner or 3rd party. Please sign the attached form in order for our office to proceed with the sale on 05/15/2014.

Assessments - \$1,925.00

Late Fees - \$425.00

Interest - \$25.96

Fines - \$0.00 (fines cannot be included in the foreclosure balance)

Red Rock - \$3,037.64 (Hard costs - \$1,166.64; Fees - \$1,871.00)

Total that can be taken to foreclosure - **\$5,513.60**

As of the date of Sale balance will be \$5,413.60 due to upcoming assessments, late fees, etc.

Please let me know if the Board would like to

- *Postpone the sale, we have **1 postponement** remaining on each account (please provide a timeframe of how long they would like the sale postponed - i.e. 30 days)*
- *Move forward with the foreclosure (final approval form is attached, which would need to be signed by the **Board President** prior to the sale).*
- *Cancel the sale*

Christie Marling
Trustee Sale Officer
Red Rock Financial Services

o. 702.483.2996 | f. 702.940.7095 | www.RRFs.com

RRFS

RED ROCK FINANCIAL SERVICES

A FirstService Residential Management Company

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EXHIBIT 15

AUCTION ITEM NO. HL79702B / 618315261

PURCHASE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS

This Purchase Agreement with Joint Escrow Instructions (this "Agreement") is executed by and between Buyer and Seller, who agree as follows:

LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS: BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH IN EXHIBIT B TO THIS AGREEMENT).

1. OFFER:

- A. SELLER: ESTATE OF GORDON HANSEN and NULL phone number: _____
email address: _____
- B. BUYER: MZK RESIDENTIAL, LLC phone number: _____
email address: _____
- C. PURCHASE PRICE: \$ 367,500.00 (Winning Bid Amount ("WBA")) \$ 356,000.00 Buyer's premium (5% of WBA)
\$ 17,500.00
- D. PROPERTY:
Property Address: 2783 WHITE SAGE DR HENDERSON NV 89052
APN: _____
Legal Description of Property: See Exhibit A
- E. CLOSING DATE: The earlier of 08/23/2014 or the date that is forty five (45) days after the date this Agreement is executed by Buyer.
- F. ESCROW AGENT: Ashley Remington phone number: 702-366-2969
email address: Ashley.remington@etf.com
- G. TITLE COMPANY: NA
- H. AUCTIONEER: Auction.com

2. AGENCY: The disclosures related to the relationship with a broker or brokers are set forth at the end of this Agreement (before the Exhibits).

3. FINANCE TERMS:

- A. **EARNEST MONEY DEPOSIT.** Buyer shall be required to deposit \$ 38,375.00 (the "Earnest Money Deposit") no later than the first business day following Buyer being declared the winning bidder (including for cases subject to confirmation). The Earnest Money Deposit shall be deposited with Escrow Agent (unless Buyer is executing an Auction Bid Deposit Escrow Agreement with Auctioneer's designated servicer ("Bidder's Bank Servicer") in connection with this Agreement, in which case the Earnest Money Deposit shall be deposited in accordance with such Auction Bid Deposit Escrow Agreement). Regardless of the amount financed, the Earnest Money Deposit amount required will not change. The Earnest Money Deposit will be non-refundable (except as specifically provided herein), and it will be applied only as provided in this Section or in Section 12. The term "Earnest Money Deposit" shall include interest, if any, earned on the Earnest Money Deposit.
- B. **ESCROW ARRANGEMENT.** The Earnest Money Deposit is to be comprised of (1) the Winning Bidder's deposit made when registering to bid, if made by wire transfer ("Initial Bid Deposit"), plus (2) a wire transfer equal to the difference between the total Earnest Money Deposit and the value of the Initial Bid Deposit.
- C. **TRANSFER OF BIDDER'S BANK (IF ANY).** If applicable, Buyer, by execution of this Agreement, hereby authorizes the transfer of the Earnest Money Deposit held by Bidder's Bank Servicer pursuant to the Auction Bid Deposit Escrow Agreement to Escrow Agent. No further action, consent, instruction or document from Buyer shall be required for such transfer.

SELLER'S INITIALS _____
BUYER'S INITIALS AKRS

AUCTION ITEM NO. HL797028 / 018315251

Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052

AUCTION ADDENDUM - SHORT SALE

SELLER:

BUYER:

ESTATE OF GORDON HANSEN and NULL

MZK RESIDENTIAL, LLC

This Auction Addendum-Short Sale ("SS Addendum") amends and supplements that certain Purchase and/or Sales Agreement ("Agreement") for the purchase of the real property identified above. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the "Property" (as described in the Agreement) for the Total Purchase Price on the terms and conditions as set forth in the Agreement and on such terms as set forth herein. Any capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement. If there is a conflict between the Agreement and the terms and provisions of this SS Addendum, the terms of this SS Addendum shall control.

1. TOTAL PURCHASE PRICE CALCULATION:

Winning Bid Amount:	\$ <u>350,000.00</u>
plus Buyer's Premium payable to auctioneer:	\$ <u>17,500.00</u>
equals TOTAL PURCHASE PRICE:	\$ <u>367,500.00</u>
Earnest Money Deposit* from Buyer:	\$ <u>18,375.00</u>

- CHECK BOX if first property acquired at auction (*Earnest Money Deposit to be 5% of Total Purchase Price or \$2,500, whichever is greater. First \$2,500 of Earnest Money Deposit shall be in the form of a cashier's check or cash.)
- CHECK BOX if **NOT** first property acquired at auction (*Earnest Money Deposit to be 15% of Total Purchase Price or \$5,000, whichever is greater. First \$5,000 of Earnest Money Deposit shall be in the form of a cashier's check or cash.)

A. Bidder's Bank. Upon being declared the Winning Bidder, information regarding a bidder's bank ("Bidder's Bank") will be provided to the Buyer for delivery of the Earnest Money Deposit. The Buyer, by execution of this Agreement, hereby agrees to deliver the Earnest Money Deposit to the Bidder's Bank, as directed by auctioneer and further. Buyer, by execution of this Agreement, hereby authorizes the transfer of the monies held on account of Buyer in the Bidder's Bank, if any, to be transferred to the Escrow/Closing Agent set forth herein upon the approval by the Short Sale Lender as set forth in Section 6 below, and cancellation of any previous escrow, if applicable, regarding the Property. No further action, consent, instruction or document from Buyer shall be required.

BUYER INITIALS MRS

2. **CLOSING DATE:** 06/23/2014 Escrow/Closing Agent shall close the transaction contemplated by the Agreement and this SS Addendum (the "Close of Escrow" or "Closing") on the earlier of the date set forth herein or the date that is forty-five (45) days after the date this SS Addendum is executed by Buyer. If such date falls on a weekend or a state or federally recognized holiday, such Closing Date shall be the next business day. Any extension must be mutually agreed to in writing by the parties hereto.

Auction Addendum (Short Sale) 06272013

Page | 1

[Signature]
SELLER INITIALS

MRS
BUYER INITIALS

AUCTION ITEM NO. HL79702B / 518315261

Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052

3. **FINANCING.** Buyer represents and warrants as follows (CHECK ONE BOX ONLY):

A. **No Financing Contingency.** Buyer understands and agrees that the purchase of the Property and the transaction contemplated by the Agreement and this SS Addendum IS NOT contingent on the Buyer obtaining financing for the purchase of the Property. Notwithstanding that there is no financing contingency, the Seller may require Buyer to obtain pre-qualification at or prior to entering into this Agreement. If required, Buyer agrees to pre-qualify with Seller's auction designated lender and cooperate with such lender in the processing of this transaction (Buyer may obtain financing, if desired, through any lender of his or her choice). The failure of Buyer to consummate and close the transaction contemplated by the Agreement and this SS Addendum may entitle Seller to liquidated damages or other legal remedies.

BUYER INITIALS MRS

B. **Financing Contingency.** Buyer has provided Seller with verifiable evidence that Buyer has pre-qualified for a loan to be secured by a first priority mortgage or deed of trust encumbering the Property (the "New First Mortgage Loan/Trust Deed Loan") which, when combined with the Earnest Money Deposit and additional funds of Buyer, immediately verifiable and available, will be sufficient to pay all amounts Buyer is required to pay under this Agreement to complete the purchase of the Property on or before the Close of Escrow. Buyer shall act diligently and in good faith to cooperate with the lender and provide information reasonably requested in a timely manner to comply with the lender's requirements to qualify for financing. Buyer shall notify Seller or Seller's agent, in writing, within fifteen (15) calendar days of execution of this Agreement, by Buyer of Buyer's final financing approval, including providing the name and contact information for Buyer's lender. If, through no fault of Buyer, Buyer is unable to obtain New First Mortgage Loan/Trust Deed Loan in the amount that Buyer pre-qualified for within fifteen (15) calendar days after executing the Agreement and this SS Addendum, Buyer or Seller may terminate the transaction contemplated by the Agreement and this SS Addendum and this transaction shall be cancelled. Upon cancellation under this section, the Escrow/Closing Agent shall return to Buyer any Earnest Money Deposit given by Buyer to Escrow/Closing Agent, less document, administrative and processing fees, if any, incurred by Escrow/Closing Agent in relation to the transaction contemplated by the Agreement and this SS Addendum. Upon Escrow/Closing Agent's receipt of signed cancellation instructions from Buyer or Seller pursuant to this section, Buyer and Seller shall be relieved of any further liability and/or obligation each to the other under this Agreement other than those terms that expressly survive such termination of the Agreement and this SS Addendum.

BUYER INITIALS _____

4. **INSPECTION AND APPRAISAL CONTINGENCY.** Buyer understands and agrees that the purchase of the Property and the transaction contemplated by the Agreement and this SS Addendum IS NOT contingent on the results of any inspection regarding the Property and Buyer waives the right to cancel the transaction based on the results of any inspection. Buyer further understands and agrees that the purchase of the Property IS NOT contingent upon a written appraisal of the Property at no less than the Total Purchase Price.

5. **TIME PERIODS.** All time periods set forth in the Agreement for inspections, contingencies, covenants, and other obligations shall begin the date this SS Addendum is executed by Buyer.

6. **SHORT SALE APPROVAL.** THE AGREEMENT IS CONTINGENT UPON SELLER'S RECEIPT OF AND DELIVERY TO BUYER OF WRITTEN CONSENT ("SHORT SALE LENDERS' CONSENT") TO THE AGREEMENT AND THIS SS ADDENDUM AND THEIR TERMS FROM ALL EXISTING SECURED LENDERS AND LIEN HOLDERS ("SHORT SALE LENDERS") ON OR BEFORE THE DATE SET FOR CLOSING. SHORT SALE LENDERS' CONSENT MEANS THAT ALL SHORT SALE LENDERS SHALL COLLECTIVELY AGREE TO REDUCE THEIR RESPECTIVE LOAN BALANCES BY AN AMOUNT SUFFICIENT TO PERMIT THE PROCEEDS FROM THE SALE OF THE PROPERTY TO PAY THE EXISTING BALANCES ON LOANS SECURED BY THE PROPERTY, REAL PROPERTY TAXES, BROKERAGE COMMISSIONS, CLOSING COSTS, AND OTHER MONETARY OBLIGATIONS THE AGREEMENT AND THIS SS ADDENDUM REQUIRE SELLER TO PAY AT THE CLOSE OF ESCROW

Auction Addendum (Short Sale) 08272013

Page 12

SELLER INITIALS _____

BUYER INITIALS MRS

AUCTION ITEM NO. HL79702B / 618315261

Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052

(INCLUDING, BUT NOT LIMITED TO, ESCROW CHARGES, TITLE CHARGES, DOCUMENTARY TRANSFER TAXES, PRORATIONS, RETROFIT COSTS, HOMEOWNERS ASSOCIATION FEES AND REPAIRS) WITHOUT REQUIRING SELLER TO PLACE ANY FUNDS INTO ESCROW OR HAVE ANY CONTINUING OBLIGATION TO SHORT SALE LENDERS.

IF, NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE CLOSING DATE, (I) SELLER HAS NOT RECEIVED SHORT SALE LENDERS' CONSENT TO THE TERMS OF THE AGREEMENT AND THIS SS ADDENDUM, SELLER MAY, IN WRITING, CANCEL THE AGREEMENT AND THIS SS ADDENDUM, OR (II) BUYER HAS NOT RECEIVED A COPY OF SHORT SALE LENDERS' CONSENT TO THE TERMS OF THE AGREEMENT AND THIS SS ADDENDUM, BUYER MAY, IN WRITING, CANCEL THE AGREEMENT AND THIS SS ADDENDUM. IN EITHER CASE, BUYER SHALL BE ENTITLED TO THE RETURN OF ANY EARNEST MONEY DEPOSIT DELIVERED TO THE ESCROW/CLOSING AGENT.

SELLER AND BUYER SHALL REASONABLY COOPERATE WITH EXISTING SHORT SALE LENDERS IN THE SHORT SALE PROCESS. SELLER IS INFORMED THAT A SHORT SALE MAY HAVE CREDIT OR LEGAL CONSEQUENCES AND MAY RESULT IN TAXABLE INCOME TO SELLER. SELLER IS ADVISED TO SEEK ADVICE FROM AN ATTORNEY, CERTIFIED PUBLIC ACCOUNTANT OR OTHER EXPERT REGARDING THE POTENTIAL CONSEQUENCES OF A SHORT SALE.

BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS." IF SELLER SUCCESSFULLY COMPLETES A COOPERATIVE SHORT SALE, SELLER WILL BE REQUIRED TO VACATE THE PROPERTY. BUYER AND SELLER REPRESENT AND WARRANT THAT THIS TRANSACTION IS AN ARM'S LENGTH TRANSACTION AND THAT NEITHER BUYER NOR SELLER ARE RELATED TO EACH OTHER NOR DO THEY HAVE A CLOSE PERSONAL OR BUSINESS RELATIONSHIP WITH THE OTHER.

7. **BUYER AND SELLER COSTS.** Buyer and Seller acknowledge that each of them may incur costs in connection with rights or obligations under the Agreement and this SS Addendum. These costs may include, but are not limited to, payments for loan applications, inspections, appraisals, and other reports. Such costs will be the sole responsibility of the party incurring them if the Short Sale Lenders do not consent to the transaction or either party cancels the transaction pursuant to the Agreement and this SS Addendum.

8. **COMMISSIONS DUE REAL ESTATE LICENSEES.** Buyer and Seller as well as their respective agents/brokers understand and acknowledge that all commissions to be paid at the closing of the transaction contemplated by the Agreement and this SS Addendum shall be calculated and paid based on the Winning Bid Amount (and not the Total Purchase Price) as set forth in Section 1.

9. **REQUIREMENT OF COMMUNICATION.** Buyer and Seller hereby authorize Escrow/Closing Agent to report to auctioneer the status of the Closing and respond to all inquiries of the auctioneer including, but not limited to, current loan status of the Buyer, status of contingencies, inspection completion, and closing status upon request of auctioneer. Buyer and Seller shall further ensure that the Escrow/Closing Agent communicate with auctioneer as set forth herein.

10. **CONFLICT.** To the extent that the terms of this SS Addendum conflict with any other terms of the Agreement, the terms of this SS Addendum shall control. All Agreement terms not specifically modified herein shall remain in full force and effect. No addition or modification of this SS Addendum shall be effective unless set forth in writing and signed by Buyer and Seller.

11. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** The Agreement and this SS Addendum may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this SS Addendum. Facsimile documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this SS Addendum and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this SS Addendum, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this SS Addendum may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., as amended, the Uniform Electronic Transaction Act ("UETA"), as amended, and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws

Auction Addendum (Short Sale) CBS72E1G

Page | 3.

SELLER INITIALS

BUYER INITIALS

AUCTION ITEM NO. HL79702B / 618315261

Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052

will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller or auctioneer.

12. **LEGALLY BINDING CONTRACT.** THIS IS A LEGALLY BINDING ADDENDUM TO THE AGREEMENT. IF EITHER PARTY DOES NOT UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT OR THIS SS ADDENDUM, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING. BUYER HAS BEEN ADVISED BY SELLER, SELLER'S BROKER AND AUCTIONEER TO SEEK LEGAL, FINANCIAL, CONSTRUCTION, AIR QUALITY, ENVIRONMENTAL AND/OR PROFESSIONAL INSPECTIONS AND ADVICE BY QUALIFIED PROFESSIONALS REGARDING BUYER'S PURCHASE OF THE PROPERTY AND THE TERMS OF THE AGREEMENT AND THIS SS ADDENDUM. BY SIGNING THE AGREEMENT AND THIS SS ADDENDUM, BUYER REPRESENTS AND WARRANTS THAT HE/SHE/IT HAS CONSULTED WITH, HAD THE OPPORTUNITY TO CONSULT WITH OR WAIVED THE RIGHT TO CONSULT WITH LEGAL OR OTHER PROFESSIONALS BUYER DEEMS PRUDENT OR NECESSARY.

13. **SEVERABILITY.** If any portion of this SS Addendum shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this SS Addendum, and the remaining part of this SS Addendum shall remain in full force and effect, as fully as though such portion had never been part of this SS Addendum.

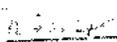
14. **LANGUAGE IN BOLD OR CAPITALIZED.** FOR EMPHASIS AND BUYER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS SS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS SS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

15. **DISCLOSURE.** Buyer and Seller acknowledge and agree that auctioneer has no real estate brokerage agency relationship with either party and is acting solely in the capacity of auctioneer in the transaction contemplated by the Agreement and this SS Addendum.

16. **PROPERTY SOLD SUBJECT TO CONFIRMATION.** Buyer(s) and Seller(s) acknowledge and agree that the transaction contemplated by the Agreement and this SS Addendum is subject to the Short Sale Lenders' Consent as set forth in Section 6.

Auction Addendum (Short Sale) 05272013

Page | 4


SELLER INITIALS


BUYER INITIALS

Tobin 000078

AA3510

AUCTION ITEM NO. HL797026 / 618315261

Property Address: 2763 WHITE SAGE DR HENDERSON NV 89052

Dated: 5-31-14

Dated: 5/8/2014

SELLER:

BUYER(S):

[Handwritten Signature]

DocuSigned by:
Matthew R. Sherman

SIGNATURE
ESTATE OF GORDON HANSEN and NULL
PRINTED NAME

SIGNATURE
MZK RESIDENTIAL, LLC
By: Matthew R. Sherman, Operating Manager
PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SELLER'S AGENT/BROKER:

BUYER'S AGENT/BROKER:

Seller's Agent/Broker hereby represents that he/she accepts the Auction Terms and Conditions in their entirety and specifically as to the compensation calculation based on the Winning Bid Amount and that this is the only compensation Agent/Broker shall receive or is entitled to for this transaction from Seller, Seller's broker or auctioneer. Agent/Broker further represents that he/she is not a principal in the transaction (as such terms are defined in the Auction Terms and Conditions).

Buyer's Agent/Broker hereby represents that he/she has registered prior to the Auction pursuant to the Auction Terms and Conditions as a Registered Agent/Broker, that he/she accepts the Auction Terms and Conditions in their entirety and specifically as to the compensation due as the cooperating Agent/Broker set forth below, if any, and that this is the only compensation Agent/Broker shall receive or is entitled to for this transaction from Seller, Seller's broker or auctioneer. Agent/Broker further represents that he/she is not a principal in the transaction (as such terms are defined in the Auction Terms and Conditions).

CRAIG LEIDY
BROKER/AGENT PRINTED NAME

Roger W. Ayala
BROKER/AGENT PRINTED NAME

Prudential Americans Group REALTORS
BROKERAGE PRINTED NAME

BROKERAGE PRINTED NAME

By: Craig Leidy
BROKER/AGENT SIGNATURE

DocuSigned by:
By: Roger W. Ayala
BROKER/AGENT SIGNATURE

License Number: BS:0016293 State: NV

License Number: BS:0143368 (BK) State: NV

[Handwritten Initials]
SELLER INITIALS

MRS
BUYER INITIALS

EXHIBIT 16



808634

Sale Occurred

8/15/2014



PRIORITY
POSTING AND PUBLISHING

TRUSTEE SALE
TRUSTOR PAYMENT

APR 10 2014

RECEIPT OF FUNDS AND INSTRUCTIONS

T.S. NO. R8008634 PRIORITY NO. 1082789 DATE 8/15/14
TRUSTEE Red Rock Financial Services
ADDRESS 4775 W TECO AVE Suite 140
CITY Las Vegas STATE NV ZIP 89118
PHONE NO. 702-215-8130 CONTACT Kimberlee Sibley

CHECK NO.	NAME OF BANK	AMOUNT
<u>1001004310</u>	<u>Bank of America</u>	<u>\$ 50,000.00</u>
<u>1001004311</u>	<u>" "</u>	<u>\$ 20,000.00</u>
<u>/</u>	<u>/</u>	<u>\$</u>

TOTAL OF ANY CASH RECEIVED

SUCCESSFUL BID \$ 63,100.00 TOTAL RECEIVED \$ 70,000.00
TRANSFER TAX \$ 0 AMOUNT REQUIRED \$ 63,100.00
RECORDING FEES \$ 0 REFUND AMOUNT \$ 6,900.00

REFUND PAYABLE TO Opportunity Homes LLC

RECEIVED BY Nicole Gaudin BUYERS SIGNATURE Thomas Lucas

BUYERS NAME Thomas Lucas DRIVERS LICENSE NO. NV DL # 1702056430

TITLE TO PROPERTY TO BE VESTED AS FOLLOWS Opportunity Homes LLC

ADDRESS 2657 Windmill Pkwy #145
CITY Henderson STATE NV ZIP 89074
PHONE NO. 702-374-4234

Christie Marling

From: no-return@priorityposting.com
Sent: Friday, August 15, 2014 10:12 AM
To: Christie Marling
Subject: Interim Sale Results for TS# R808634/HANSEN

THIS IS A SALE RESULT INTERIM UPDATE - FINAL RESULTS WITH VESTING INFORMATION TO FOLLOW

Red Rock Financial Services
Re: Interim Sale Results
Priority No.: 1082780

Attn: Foreclosure Department
Your T.S. Number R808634 sold to a 3rd party on 08/15/2014 in the county of Clark, NV at 10:00AM

Sale Conducted at: 10:11 AM

Said property sold for: \$63,100.00

Said property sold to: THOMAS LUCAS

Address:

Comments:

No. of Witnesses Present: 45

Should you have any questions, please feel free to contact our Sales Department at (800)570-3500

The information contained in this e-mail message is intended for the confidential use of the designated recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify Priority Posting & Publishing ("Company") immediately by reply e-mail or telephone, and delete the original message and all attachments from your system. You are further advised that this e-mail and any response thereto is the property of the Company and can be accessed and reviewed by the company at any time. Thank You.

Christie Marling

From: Diana Carlson <dian@priorityposting.com>
Sent: Friday, August 15, 2014 10:41 AM
To: Anna Romero; Christie Marling
Subject: Final Sale Results for TS# R808634/HANSEN

Red Rock Financial Services
Re: Final Sale Results
Priority No.: 1082780

Attn: Foreclosure Department
Your T.S. number R808634 sold to a 3rd party on 08/15/2014 in the county of Clark at 10:00AM.

Sale Conducted at: 10:11AM

Said property sold for: \$ 63100.00

Total required: \$ 63100.00

Amount received: \$ 70000.00

Refund Amount: \$ 6900.00

Said property sold to: THOMAS LUCAS

Vested as: OPPORTUNITY HOMES LLC

Address: 2657 WINDMILL PKWY #145, HENDERSON, NV 89074

Telephone No.: 702-374-4234

Driver's license No.: NVDL# 1702056430

Comments:

No. of Bidders: 3

No. of Witnesses Present: 45

Refund owed to: OPPORTUNITY HOMES LLC

Address: 2652 WINDMILL PKWY #195, HENDERSON, NV 89074

Telephone No.: 702-374-4234

Should you have any questions, please feel free to contact our Sales Department at (800)570-3500

The information contained in this e-mail message is intended for the confidential use of the designated recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify Priority Posting & Publishing ("Company") immediately by reply e-mail or telephone, and delete the original message and all attachments from your system. You are further advised that this e-mail and any response thereto is the property of the Company and can be accessed and reviewed by the company at any time. Thank You.



Memorandum

To: Opportunity Homes, LLC
From: Christie Marling
Date: August 18, 2014
Subject: Foreclosure Deed

Enclosed you will find the unrecorded deed for the following property:::

2763 White Sage Drive, Henderson, NV 89052
Foreclosure Date – August 15, 2014

Should you have any questions, please contact our office at 702.932.6887.

Thank you,

A handwritten signature in black ink, appearing to read "Christie Marling", is written over the printed name.

Christie Marling
Red Rock Financial Services

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

FORECLOSURE DEED

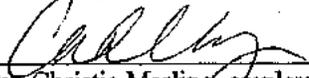
The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: August 18, 2014

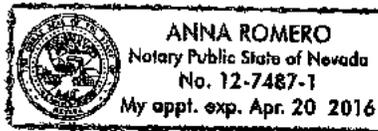

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 191-13-811-052 _____
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|-----------------------------|--------------|----------------------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY	
Notes:	_____

- 3. Total Value/Sales Price of Property:** \$ _____
- Deed in Lieu of Foreclosure Only (value of property) \$ _____
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due: \$ _____

- 4. If Exemption Claimed:**
- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 - b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Signature]* Capacity AGENT

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Tecco Ave #140

City: Las Vegas

State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2857 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

3-1

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

FORECLOSURE DEED

The undersigned declares:

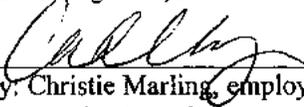
Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Tobin 000081

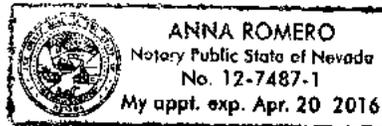
Dated: August 18, 2014


By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem
Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

Tobin 000082

AA3523

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property:

a) <input type="checkbox"/>	Vacant Land	b) <input checked="" type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

\$ 63,100.⁰⁰
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 VL

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services
 Address: 4775 West Tecco Ave #140
 City: Las Vegas
 State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2857 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Tobin 000083

EXHIBIT 17

Questions about HOA Foreclosure sale

1 message

Nona Tobin <nonatobin@gmail.com>

Mon, Oct 13, 2014 at 12:08 PM

To: Craig Leidy <cleidy21@aol.com>

Craig, after considering the HOA dues delinquency foreclosure sale of 2763 White Sage, I have some questions:

1. What documents has Red Rock Financial sent to you as my agent? I would like to get a copy of those documents.
2. If Berkshire Hathaway received documents from Red Rock Financial why did you not inform me of them in a timely manner?
3. When did you start working with Tom Lucas to purchase this property and did you get paid for your services?
4. What is the status of Nationstar and what do you know of their expectations to make any claims on the money that has been interpleaded with District Court?

I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the interests of the Trust were handled by Berkshire Hathaway.

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they can make a claim and the court can decide on distribution. When I

Tobin 000084

AA3526

didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that was actually held. You always told me that foreclosure was no problem, that they always delayed these type of HOA delinquency sales when a short sale was pending. I never knew anything about a sale actually happening until it was done and you were working with the guy that bought it.

I raised my concerns about the manner in which the foreclosure sale was handled as well as what I thought was appropriate to address the interests of the Trust previously with you, but the whole matter seems to have been ignored by Berkshire Hathaway, you, Tom Lucas and your broker.

Doesn't the listing agreement contractually require that you and Berkshire Hathaway act on my behalf as the Successor Trustee and

Tobin 000085

AA3527

protect the interests of the Trust?

It seems that you unilaterally quit representing my interests as the Successor Trustee without notice. Neither you nor your Broker responded to my many attempts to determine if in fact the bank really couldn't prove it was the owner of the note, then suddenly another Berkshire Hathaway agent in your branch buys it on a surprise sale, possibly betting on information I provided you and the Broker and getting you to help him gain a huge windfall.

Then, inexplicably you wanted me to sign a backdated paper to cancel the listing after the sale had already taken place since you could not take it off MLS without my signature. This didn't make sense. It looked to me like you wanted me to "fire" you or release your agency from the apparent conflict. I'm very confused by this, and one of the attorneys I consulted advised me to file a complaint with the Nevada Real Estate Division to generate an investigation of Berkshire Hathaway and their handling of this situation.

Craig, you and I have been friends for a long time, and I do not want to do that unless it is absolutely necessary. I would simply like your assistance in seeing that all my efforts of stewardship over this property over two plus years are not disparaged. Remember I cooperated with you at every turn over months no matter where I was in the world to try to get a sale that would allow you to earn a commission. Now, I would appreciate your assistance in promptly responding to my questions and assisting me in getting some appropriate financial remuneration for the Trust. Don't just walk away from me now.

Nona Tobin

(702)465-2199

Tobin 000086

AA3528

EXHIBIT 18



JAKUB P. MEDRALA, ESQ.
 Nevada Bar No. 12822
THE MEDRALA LAW FIRM, PROF. LLC
 1091 S. Cimarron Road, Suite A-1
 Las Vegas, Nevada 89145
 (702) 475-8884
 (702) 938-8625 Facsimile
 jmedrala@medralaw.com
*Attorney for Thomas Lucas and
 Opportunity Homes, LLC*

Electronically Filed
 8/11/2017 10:28 AM
 Steven D. Grierson
 CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT
 CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,
 as Trustees of the JIMI JACK IRREVOCABLE
 TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
 ANTHEM COMMUNITY ASSOCIATION,
 INC.; DOES I Through X, and ROES I
 Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;
 OPPORTUNITY HOMES, LLC, a Nevada
 Limited Liability Company; F. BONDURANT,
 LLC, a Nevada Limited Liability Company;
 DOES I Through X, and ROES XI Through
 XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of
 the GORDON B. HANSEN TRUST, dated
 8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM
 COMMUNITY ASSOCIATION, INC.; DOES
 I Through X, and ROES I Through X,
 Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C
 DEPT. NO.: XXXI

**NOTICE OF ENTRY OF ORDER
 GRANTING THOMAS LUCAS and
 OPPORTUNITY HOMES, LLC'S
 MOTION FOR SUMMARY JUDGMENT**

1 TO: ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD.

2 PLEASE TAKE NOTICE that an ORDER GRANTING THOMAS LUCAS and
3 OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT was entered in
4 the above-entitled action on the 9th day of August 2017.

5 A true and correct copy of said Order is attached hereto as Exhibit "1".

6 Dated this 11th day of August 2017.

7 **THE MEDRALA LAW FIRM, PROF. LLC**

8 */s/ Jakub P. Medrala*

9 JAKUB P. MEDRALA, ESQ.

10 Nevada Bar No. 12822

11 1091 S. Cimarron Road, Suite A-1

12 Las Vegas, Nevada 89145

13 *Attorney for Defendants/Counterclaimants*

14 *Jaroslav R. Jastrebski, Zachary England, and*

15 *Robert Smith*

CERTIFICATE OF SERVICE

1
2 I, the undersigned, hereby certify that on August 11, 2017, I served a true and correct
3 copy of the foregoing NOTICE OF ENTRY OF ORDER GRANTING THOMAS LUCAS and
4 OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT via the E-
5 Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-
6 filing system in accordance with the electronic service requirements of Administrative Order
7 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a
8 copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage
9 affixed thereto, addressed to the following:

10 NONA TOBIN, *Pro Se*
11 2664 Olivia Heights Avenue
12 Henderson, Nevada 89052
13 Telephone: (702) 465-2199
14 nonatobin@gmail.com

15
16
17
18
19
20
21
22
23
24
By: */s/ Shuchi Patel*
An employee of THE MEDRALA LAW FIRM, PROF. LLC

EXHIBIT 1



JAKUB P. MEDRALA, ESQ.
 Nevada Bar No. 12822
THE MEDRALA LAW FIRM, PROF. LLC
 1091 S. Cimarron Road, Suite A-1
 Las Vegas, Nevada 89145
 (702) 475-8884
 (702) 938-8625 Facsimile
 jmedrala@medralaw.com
*Attorney for Thomas Lucas and
 Opportunity Homes, LLC*

Electronically Filed
 8/9/2017 1:57 PM
 Steven D. Grierson
 CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT
 CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,
 as Trustees of the JIMI JACK IRREVOCABLE
 TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
 ANTHEM COMMUNITY ASSOCIATION,
 INC.; DOES I Through X, and ROES I
 Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;
 OPPORTUNITY HOMES, LLC, a Nevada
 Limited Liability Company; F. BONDURANT,
 LLC, a Nevada Limited Liability Company;
 DOES I Through X, and ROES XI Through
 XX, Inclusive,

Counterdefendants.

NONA TOBIN, an Individual and Trustee of
 the GORDON B. HANSEN TRUST, dated
 8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM
 COMMUNITY ASSOCIATION, INC.; DOES
 I Through X, and ROES I Through X,
 Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C
 DEPT. NO.: XXXI

**ORDER GRANTING THOMAS LUCAS
 and OPPORTUNITY HOMES, LLC'S
 MOTION FOR SUMMARY JUDGMENT**

06-29-1

1 Counterdefendant Opportunity Homes, LLC, and Crossdefendant Thomas Lucas's
2 Motion for Summary Judgment ("Motion for Summary Judgment") came on for hearing on
3 April 27, 2017 at the hour of 9:30 a.m., Opportunity Homes and Thomas Lucas being
4 represented by Jakub P. Medrala, Esq., of The Medrala Law Firm, PLLC and Crossclaimant
5 Nona Tobin appearing *pro se*.

6 The Court having reviewed the pleadings and papers on file herein, having heard the
7 arguments of counsel, and good cause appearing therefore, the Court issues the following
8 Findings of Fact and Conclusions of Law, and Order:

9 **FINDINGS OF FACT**

10 On or about August 15, 2014, pursuant to NRS 116.3116 *et seq.*, Sun City Anthem
11 Community Association, Inc. ("HOA") conducted a public auction and foreclosed on its lien for
12 delinquent assessments on real property commonly known as 2763 White Sage Drive,
13 Henderson, NV 89052, APN 191-13-811-052 ("the Property").

14 Opportunity Homes, LLC ("Opportunity Homes") was the highest bidder at the subject
15 action and purchased its interest in the Property in exchange for \$63,100.

16 Prior to the foreclosure, the Property's owner of record was Gordon B. Hansen, Trustee
17 of the Gordon B. Hansen Trust, dated August 22, 2008.

18 Thereafter, on June 4, 2015, Opportunity Homes transferred its interest in the Property
19 to F. Bondurant, LLC, by way of a Quitclaim Deed. Therefore, Opportunity Homes no longer
20 claimed any interest in the Property.

21 Crossdefendant Thomas Lucas is a sole member of the Counterdefendant Opportunity
22 Homes. Nona Tobin claims to be a "successor trustee" of the Gordon B. Hansen Trust, dated
23 August 22, 2008.

1 Neither Opportunity Homes, nor Mr. Lucas has ever entered into any agreements with
2 Nona Tobin.

3 Nona Tobin filed a crossclaim against Tom Lucas for quiet title to the Property, breach
4 of contract, declaratory relief and civil conspiracy.

5 CONCLUSIONS OF LAW

6 **1.0 STANDARD OF REVIEW**

7 In Nevada, a party's motion for summary judgment must be granted, "if the pleadings,
8 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if
9 any, show that there is no genuine issue as to any material fact and that the moving party is
10 entitled to a judgment as a matter of law." NRCP 56(c); *See also Wood v. Safeway, Inc.*, 121
11 Nev. 724, 731, 121 P.3d 1026, 1031 (2005) (rejecting the slightest doubt standard and adopting
12 the federal standard set forth in *Liberty Lobby, Celotex*, and *Matsushita*). "[C]onclusory
13 statements along with general allegations do not create an issue of fact." *Yeager v. Harrah's*
14 *Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095 (1995). Rather, a genuine issue of material
15 fact exists only where the evidence is such that a reasonable trier of fact could return a verdict
16 for the nonmoving party; other factual disputes are irrelevant. *Wood*, 121 Nev. at 731, 121 P.3d
17 at 1031.

18 **2.0 THOMAS LUCAS'S MOTION FOR SUMMARY JUDGMENT MUST BE GRANTED**

19 **A. Neither Opportunity Homes, LLC, Nor Thomas Lucas Claim Any Interest in the** 20 **Subject Property; Therefore, Neither of Them Can Be a Part of a Quiet Title** 21 **Action**

22 An action for quiet title in real property is a statutory cause of action prescribed by NRS
23 40.010, which states:

24 An action may be brought by any person against another who claims an
estate or interest in real property, adverse to the person bringing the action, for the
purpose of determining such adverse claim.

1 Thus, an action pursuant to NRS 40.010 requests a judicial determination of all adverse
2 claims to disputed property. *Clay v. Scheeline Banking & Trust Co.*, 40 Nev. 9, 159 P. 1081,
3 1082-83 (1916).

4 From reading the express language of the statute, one of the elements of a quiet title
5 action is that the defendant may claim "an estate or interest in real property, adverse to the
6 person bringing the action." NRS. 40.010.

7 In the present case, neither Opportunity Homes nor Mr. Lucas claims any interest in the
8 Property. While Opportunity Homes purchased the subject Property at the HOA auction on
9 August 15, 2014, it also sold its interest in the Property on June 4, 2015, to F. Bondurant, LLC.

10 Tobin's crossclaim for quiet title against Mr. Lucas¹ was filed on February 1, 2017,
11 more than two years after Opportunity Homes sold its interest in the Property.

12 Accordingly, because neither Opportunity Homes nor Mr. Lucas claims any interest in
13 the Property that is adverse to Tobin's interests, her quiet title claims against Mr. Lucas must be
14 dismissed.

15 **B. Neither Opportunity Homes, LLC, Nor Mr. Lucas Were Parties to Any**
16 **Agreements With Tobin That They Could Possibly Breach**

17 Under Nevada law, to prove a claim for breach of contract, the following elements must
18 be proven: (1) the plaintiff and defendant entered into a valid and existing contract; (2) plaintiff
19 performed or was excused from performance; (3) defendant failed to perform and was not
20

21
22 ¹ Mr. Lucas has never claimed any interest in the Property. Instead, it was Mr. Lucas's company, Opportunity Homes,
23 LLC, which purchased the Property at the subject foreclosure sale. However, Tobin did not join Opportunity Homes in her
24 crossclaim, and it appears that she named Mr. Lucas on a theory that Opportunity Homes, LLC, is Mr. Lucas's alter ego
(Crossclaim, ¶¶ 25-33). Although Mr. Lucas denies such allegations and that he registered Opportunity Homes, LLC, to
"further . . . unfair enterprise and concealing and perpetuating unlawful conveyance of the Subject Property" as alleged in
Paragraph 82 of the Crossclaim, whether or not Opportunity Homes, LLC, is Mr. Lucas's alter ego is immaterial to the issues
raised in this action because neither Opportunity Homes nor Mr. Lucas claim any interest in the subject Property, and neither
Opportunity Homes nor Mr. Lucas were parties to any agreements with Tobin.

1 excused from performance, and (4) plaintiff sustained damages as a result of the breach.
2 *Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

3 In her crossclaim, Tobin alleges that she had an Exclusive Right to Sell (ER) listing
4 agreement with Craig Leidy and Forest Barbee to list and sell the Property. She further alleges
5 that Mr. Lucas is a real estate agent working under BHHS, and that:
6 (1) he had actual or constructive knowledge that the beneficiary of the deed of trust refused to
7 close multiple escrows (Crossclaim, ¶ 59); (2) he knew Nationstar was not the beneficiary of the
8 deed of trust (*Id.*); (3) he told Leidy that he was the buyer, that he was going to keep the
9 Property, and that he contacted Leidy before the sale of the property (Crossclaim, ¶ 60).

10 Not only do Tobin's allegations fail to state a claim for a breach of contract against Mr.
11 Lucas, or even any other claim for relief as she did not allege any facts that would indicate that
12 Mr. Lucas breached any legal obligations, but the main problem with Tobin's claim is that it
13 does not allege that Mr. Lucas has entered into any agreement with Tobin that he could possibly
14 breach. Indeed, Mr. Lucas has never entered into any agreements with Tobin.

15 While it is true that Mr. Lucas is a real estate licensee and an independent agent working
16 with BHHS, BHHS is a real estate company that employs more than 800 real estate agents in
17 Las Vegas valley alone, and Mr. Lucas is not bound by the agreements that Tobin could have
18 signed with other BHHS's agents.

19 Tobin neither alleges any contractual relationship between her and Mr. Lucas, nor has
20 she produced any evidence of a contractual relationship that could give rise to a breach of
21 contract claim against him. Accordingly, no issue of material fact exists regarding whether Mr.
22 Lucas breached any agreement with Tobin, and Tobin's claims must be dismissed.

1 **C. Tobin Failed to Show Any Facts Indicating that Mr. Lucas Committed Civil**
2 **Conspiracy.**

3 To prevail in a civil conspiracy action in Nevada, plaintiff must prove an agreement
4 between the tortfeasors; whether explicit or tacit, with an intent to accomplish an unlawful
5 objective for the purpose of harming plaintiff; and that the plaintiff sustained damage resulting
6 from defendants' act or acts. *Guilfoyle v. Olde Monmouth Stock Transfer Company, Co., Inc.*,
7 335 P.3d 190 (Nev. 2014); *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev.
8 1304, 971 P. 2d 1251 (1999); *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 970 P.2d 98
9 (1998).

10 In opposing Thomas Lucas and Opportunity Homes' Motion for Summary Judgment,
11 Tobin failed to submit any evidence supporting her claim for civil conspiracy. Moreover, Tobin
12 failed to even allege the existence of Mr. Lucas's agreement with anyone whose objective
13 would be unlawful. Accordingly, her claim for civil conspiracy must be dismissed.

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720032

ORDER

Based on the foregoing Findings of Facts and Conclusions of Law, the Court hereby **ORDERS, ADJUDGES AND DECREES** as follows:

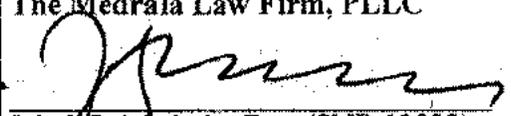
1. Thomas Lucas and Opportunity Homes' Motion for Summary Judgment against Nona Tobin is **GRANTED**.
2. Nona Tobin's Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC is **DISMISSED** in its entirety.

Dated this 21 day of July, 2017.


 DISTRICT COURT JUDGE Per 31
 HK

Respectfully submitted by:
The Medrala Law Firm, PLLC

Approved as to form and content:


 Jakub P. Medrala, Esq. (SNB 12822)
 1091 S. Cimarron Road, Ste. A-1
 Las Vegas, Nevada 89145
 Attorney for Thomas Lucas and
 Opportunity Homes, LLC

(Not signed)

 NONA TOBIN, Pro Se
 2664 Olivia Heights Avenue
 Henderson, Nevada 89052
 Telephone: (702) 465-2199
 nonatobin@gmail.com

EXHIBIT 19



Red Rock Financial Services
Homeowner Progress Report
Sun City Anthem Community Association
Information as of: January 03, 2014

Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

Progress Notes

9/13/2012 Account sent to Red Rock Financial Services to start the collection process

9/17/2012 Intent to Lien Letter sent via first class and certified mail. Homeowner has 30 days to reinstate the account before the Lien is prepared and recorded.

10/8/2012 Received correspondence via mail.

10/18/2012 Partial Payment received and processed.

11/5/2012 Response to The Estate of The Homeowner. advised we received death certificate and to contact us within 30 days for payment arrangement.

12/5/2012 Lien prepared for recording.

12/13/2012 Lien sent for recording.

12/13/2012 Received payoff request via email from Ticor Title.

12/14/2012 Lien Recorded.

12/20/2012 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires .

1/3/2013 Lien Letter sent via first class and certified mail. Recorded Lien enclosed. Homeowner has 30 days to reinstate the account before Red Rock will proceed with collection efforts.

1/9/2013 Received payoff request via email from Ticor Title.

1/16/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 1/31/13 .

2/5/2013 Intent to Notice of Default sent via first class mail. Homeowner has 10 days to contact our office before the Notice of Default is prepared and recorded.

3/7/2013 Notice of Default prepared for recording.

3/14/2013 Notice of Default Recorded on 3/12/13.

3/15/2013 Notice of Default sent to Homeowner. The Notice of Default must mature for a minimum of 90 days before the Board may enforce the Notice of Default by setting a Sale.

3/27/2013 Rescission for Notice of Default prepared for recording due to mailing error.

3/27/2013 Set correct workflow due to mailing error

4/4/2013 Notice of Default prepared for recording.

4/10/2013 Notice of Default Recorded on 4/8/13.



Red Rock Financial Services
Homeowner Progress Report
Sun City Anthem Community Association
Information as of: January 03, 2014

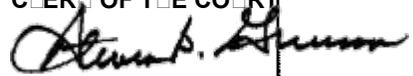
Red Rock Financial Service

Account Number: 808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN, MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

- 4/10/2013 Notice of Default sent to Homeowner. The Notice of Default must mature for a minimum of 90 days before the Board may enforce the Notice of Default by setting a Sale.
- 4/16/2013 4/16/13 Received Payoff request via email from Miles, Bauer, Bergstrom & Winters.
- 4/17/2013 Legal correspondence received via mail on 4/16/13
- 4/17/2013 Received correspondence via mail on 4/16/13
- 4/30/2013 wrong workflow
- 4/30/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 5/15/13.
- 5/9/2013 duplicate entry
- 5/9/2013 Legal correspondence received no response required.
- 5/10/2013 Payment received from MBBW \$825.00. Check returned as it does not pay the account in full.
- 5/16/2013 5/16/13 Received Payoff request via email from Proudfit Realty.
- 5/16/2013 Red rock will not be providing a response to the Legal Correspondence as the information has previously been provided to attorney.
- 5/29/2013 A Title Company has requested a Payoff Demand. Payoff Demand Sent expires 6/13/13.
- 6/25/2013 Intent to Notice of Sale sent via first class mail. The Homeowner has 30 days to reinstate the account before the Board of Directors will have the ability to proceed with the non-judicial foreclosure sale.
- 6/25/2013 Mortgage Letter sent via first class mail. Letter sent to Mortgage holder(s) to inform them of the Associations delinquent account status.
- 8/15/2013 Intent to Conduct Foreclosure sent via first class and certified mail. Homeowner has 10 business days to contact our office.
- 10/16/2013 Permission for Publication Packet sent to Management Company for Boards approval. Once the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale.
- 10/16/2013 Memo attached to Permission for Publication Packet.
- 1/3/2014 Memo attached to Permission for Publication Packet.
- 1/3/2014 Permission for Publication Packet sent to Management Company for Boards approval. Once the forms are returned signed, Red Rock will prepare the Notice of Sale and Post the Sale.

EXHIBIT 3

EXHIBIT 3



1 Michael R. Mushkin, Esq.
Nevada State Bar No. 2421
2 L. Joe Coppedge, Esq.
Nevada State Bar No. 4954
3 MUSHKIN • CICA • COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
6 Facsimile: 702-386-4979
7 michael@mccnvlaw.com
jcoppedge@mccnvlaw.com
8 *Attorneys for Nona Tobin, an individual and
as Trustee of the Gordon B. Hansen Trust*

9
10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **JOEL A. STOKES and SANDRA F.**
13 **STOKES, as trustee for the JIMIACK**
IRREVOCABLE TRUST,

14 **Plaintiffs,**

15 **vs.**

16 **BANK OF AMERICA, N.A.; SUN CITY**
17 **ANTHEM COMMUNITY ASSOCIATION,**
18 **INC.; DOES I through X and ROE**
19 **BUSINESS ENTITIES I through X,**
inclusive,

20 **Defendants.**

21 **NATIONSTAR MORTGAGE, LLC,**

22 **Counter-Claimant,**

23 **vs.**

24 **JIMIACK IRREVOCABLE TRUST;**
25 **OPPORTUNITY HOMES, LLC, a Nevada**
26 **limited liability company; F. BONDURANT,**
27 **LLC, a Nevada limited liability company;**
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,

28 **Counter-Defendants.**

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C
Department: XXXI

CROSS-CLAIMANT NONA TOBIN'S
OPPOSITION TO CROSS-
DEFENDANT SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S
MOTION FOR SUMMARY
JUDGMENT

1 NONA TOBIN, an individual, and Trustee of the
2 GORDON B. HANSEN TRUST. Dated 8/22/08

3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES,
6 as trustees of the JIMI JACK IRREVOCABLE
7 TRUST,

8 Counter-Defendants.

9 NONA TOBIN, an individual, and Trustee of the
10 GORDON B. HANSEN TRUST. Dated 8/22/08

11 Cross-Claimant,

12 vs.

13 SUN CITY ANTHEM COMMUNITY
14 ASSOCIATION, INC., NATIONSTAR
15 MORTGAGE, LLC, DOES 1-10, AND ROE
16 CORPORATIONS 1-10, inclusive,

17 Counter-Defendants.

18 NONA TOBIN, an individual, and Trustee of the
19 GORDON B. HANSEN TRUST. Dated 8/22/08

20 Cross-Claimant,

21 vs.

22 OPPORTUNITY HOMES, LLC, THOMAS
23 LUCAS, Manager,

24 Counter-Defendant.

25 NONA TOBIN, an individual, and Trustee of the
26 GORDON B. HANSEN TRUST. Dated 8/22/08

27 Cross-Claimant,

28 vs.

YUEN K. LEE, an Individual, d/b/a Manager,
F. BONDURANT, LLC,

Counter-Defendant.

1 Deed, Exhibit 2.

2 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
3 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3.

4 5. On August 27, 2008, title to the property was transferred to the Gordon B.
5 Hansen Trust. See Deed, Exhibit 4.

6 6. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole
7 trustee of the Trust. See Certificate of Death, Exhibit 5.

8 7. Nona Tobin paid the HOA dues and late fees for three quarters after Gordon
9 Hansen's death.

10 8. Nona Tobin did not recall the timing and method of submitting the last payment
11 (check 143, dated August 17, 2012 of \$275 assessments for the quarter ending September 30,
12 2012 plus \$25 installment late fee), and the anomalies with cancelled checks made Tobin think
13 she had delivered it on August 17, 2012 with the check for the assessments paid for my own
14 house.

15 9. On or about December 24, 2018 Nona Tobin saw SCA00063, a letter signed by
16 her to the SCAHOA dated 10/3/12.

17 10. SCA00063 refreshed Tobin's memory that check 143 was sent with instructions
18 to collect future assessments out of escrow because the house had been sold and to direct
19 questions to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good
20 standing.

21 11. SCA agents, RMI community manager, and its affiliate, Red Rock Financial
22 Services ("RRFS") ignored the notice that the property had been sold and did not follow, or
23 even acknowledge, the explicit instructions, that the \$300 check was for "HOA dues"

24 12. The payment for "HOA dues" was applied on October 18, 2012 to unauthorized
25 and unnecessary collection fees despite the NRS 116A.640(8) explicit prohibition against
26 "Intentionally apply(ing) a payment of an assessment from a unit's owner towards any fine, fee
27 or other charge that is due."

28 13. Nona Tobin made no attempt to evaluate or reduce the RRFS demands for fees

1 as she had contracted with Proudfit Realty to complete a short sale and expected the bank and
2 the new owner to arrange to pay the HOA the full amount due.

3 14. SCA's claim, in the motion for summary judgment, that Nona Tobin had also
4 attached to the October 3, 2012 letter a notice of sanction dated September 20, 2012 is false, and
5 Tobin believes an attempt to unfairly disparage her rather than acknowledge her a long-standing
6 SCA member in good standing that was trying to sell a house at the bottom of the market on
7 behalf of a deceased homeowner's estate.

8 15. The October 3, 2012 letter plainly states there are two enclosures – check for
9 HOA dues and death certificate.

10 16. There was no third enclosure listed of a September 20, 2012 notice of hearing.

11 17. The September 20, 2012 notice of hearing RRFS says was enclosed with the
12 October 3, 2012 letter could not have come from Tobin as obviously she would only have had
13 the original.

14 18. SCA proceeded with unnecessarily with collections and adding unauthorized
15 fees despite two pay off demands from Ticor Title on or about December 20, 2012 and January
16 16, 2013.

17 19. SCA's managing and collection agents ignored the fact that both the real estate
18 agent Doug Proudfit and the executor of the estate, Nona Tobin, were both long-term SCA
19 homeowners in good standing who had no interest in the HOA not receiving all assessments
20 that were due and were working diligently to sell the property after the market had crashed.

21 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the
22 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
23 the amount of \$25.00. Check no. 143 cleared the bank until October 23, 2012. See check no.
24 143, Exhibit 6.

25 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
26 debt collector, RRFS to the account for the Property on or about October 18, 2012 as shown by
27 the RRFS ledger sent on November 5, 2012 to the Property (but not the owner's address of
28 record). See Ledger, Exhibit 7.

1 22. The Resident Transaction Report shows that the \$300 from check no. 143 was
2 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
3 2012 quarter, which would have brought the account current with a zero balance instead of the
4 \$495.15 RRFS claimed was still owing. See Ledger, Exhibit 7. NRS116A.640(8) prohibits an
5 HOA agent from applying assessment payments to "any fine, fee or other charge that is due".

6 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
7 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
8 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
9 collection before there was a default. The error of adding and compounding collection fees
10 which were not owing was never corrected by the HOA. See Ledger, Exhibit 7.

11 24. The legal framework requires that prior to sanctioning an owner for an alleged
12 violation of the governing documents, such as delinquent assessments, the Board must provide a
13 specific notice of violation, a notice of violation hearing, notice of sanction (hearing
14 determination), notice of appeal, and appeal determination letter.

15 25. SCA did not provide Tobin any of these notices prior to the imposition of fines
16 misnamed as collection costs.

17 26. SCA imposed progressively more serious and disproportionate sanctions for the
18 alleged violation of delinquent assessments, up to and including foreclosure, without providing
19 any meaningful and compliant due process.

20 27. SCA claims to have sent a September 17, 2012 notice of intent to lien that Nona
21 Tobin does not have any record or recollection of having received.

22 28. Even if sent, that notice was defective and non-compliant

23 a. There was no preceding notice of violation,

24 b. RRFS's claiming \$617.94 on September 17, 2012 is excessive and
25 unauthorized when \$275 only came due on July 1, 2012.

26 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
27 30 days late

28 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the

1 payment was late is not authorized

2 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
3 agent claimed must be disputed within 30 days of a notice Nona Tobin didn't get, is not
4 a "collection cost", it is a fine and a sanction.

5 29. On or about December 14, 2012, the HOA caused a Notice of Delinquent
6 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
7 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
8 due and owing for the period commencing October 1, 2012. The Lien included erroneous
9 charges and did not credit assessments paid when the amount was below the minimum past due
10 amount when collection can begin. See Lien, Exhibit 8.

11 30. As of December 14, 2012, the maximum amount of the delinquency for the
12 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
13 of \$275.00, together with late fees in the amount of \$25.00.

14 31. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
15 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 9.

16 32. The First Notice of Default was rescinded on or about April 3, 2013. See
17 Recorded Rescission of Notice of Default, Exhibit 10.

18 33. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
19 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
20 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October
21 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees
22 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 7.

23 34. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
24 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
25 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 11.

26 35. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of
27 assessments which were at that point in time delinquent. However, RRFS refused BANA's
28 tender without notifying the SCA Board.

1 36. This unjustified refusal of BANA's payment should have stopped all collection
2 efforts as all delinquencies on the account had been cured and the account was then current.

3 37. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
4 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
5 the sale for March 7, 2014. See Notice of Foreclosure Sale, Exhibit 12.

6 38. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
7 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
8 in which the amount before fees claimed as due and owing on February 11, 2014 was
9 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64. See Accounting Ledger,
10 Exhibit 13. Note that the Notice of Sale claims that \$5,081.45 was due as of 2/11/14 but no
11 ledger went to the owner with the Notice of Sale recorded on 2/12/14.

12 39. On or about February 20, 2014, Nona Tobin signed a new listing agreement with
13 Craig Leidy, also a long time SCA owner in good standing.

14 40. Nona Tobin gave Leidy verbal authority to handle all notices and contact with
15 the HOA's agents, RRFS, and written authority to arrange a short sale with Nationstar
16 Mortgage, the new loan servicer as of December 1, 2013.

17 41. NRS 116.3116 was violated when RRFS refused two tenders of the super-
18 priority amount, one May 9, 2013 from BANA, and the second from Nationstar on June 5,
19 2014.

20 42. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
21 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the
22 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the
23 Owner was retained. See Compliance View Screen, Exhibit 14.

24 43. The Property was sold on August 15, 2014 although no valid notice of sale was
25 in effect as the Notice of Sale was cancelled on or about May 15, 2014 and not replaced.

26 44. The August 22, 2014 Foreclosure Deed, the recording of which was requested by
27 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice
28 of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded

1 Rescission of Notice of Default, Exhibit 10.

2 45. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
3 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
4 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due
5 and owing and that 4) RRFS “complied with all the requirements of law”. Exhibit 15.

6 46. SCA did not provide the notices required by NRS 116.31162(4)

7 a. A schedule of the fees that may be charged if the unit s owner fails to pay
8 the past due obligation;

9 b. A proposed repayment plan; and

10 c. A notice of the right to contest the past due obligation at a hearing before
11 the executive board and the procedures for requesting such a hearing.

12 47. NRS 116.31164(3)(b) (2013) requires that “the person conducting the
13 sale...deliver a copy of the deed to the Ombudsman within 30 day after the deed is delivered to
14 the purchaser...”, but no foreclosure deed has ever been delivered to the Ombudsman. See
15 OMB Compliance screen, Exhibit 14.

16 48. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale
17 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
18 collected for the sale except for the \$2,701.04 that paid the HOA in full.

19 49. Nona Tobin attempted to make a claim for the proceeds in September 2014 but
20 was rebuffed by RRFS, which falsely claimed that the proceeds had been deposited with the
21 court for interpleader.

22 50. SCA agents did not conduct the collection process leading up the foreclosure in
23 compliance with the legal framework empowering and limiting the SCA Board’s authority to
24 sanction or fine an owner for ANY alleged violation of the governing documents.

25 51. On September 16, 2016, SCA refused Tobin’s request for SCA records of its
26 compliance actions against the owner of the Property without a court order.

27 52. Nona Tobin signed to approve purchase offers for four sales which did not come
28 out of escrow due to the actions of BANA and Nationstar.

1 53. Initially, Nona Tobin accepted an offer for \$310,000 on or about August 8, 2012,
2 but BANA refused to close, and the prospective buyers who had moved in on or about October
3 23, 2012 withdrew and moved out in April, 2013.

4 54. A second offer to purchase the Property was made on May 10, 2013 for
5 \$395,000.00.

6 55. Nona Tobin offered to return the property to BANA on a deed in lieu in mid-
7 2013, but BANA rejected it claiming the title wasn't clear.

8 56. The third escrow opened on March 4, 2014 for a \$340,000 cash offer which
9 Nationstar, as the new servicing bank, held in abeyance while Nationstar required that it be
10 placed up for public auction on www.auction.com.

11 57. The auction.com sale period was from May 4, 2014 to May 8, 2014 when it was
12 sold to the high bidder for \$367,500, pending approval by the beneficiary.

13 58. Nationstar's negotiator would not accept either the \$340,000 offer held in
14 abeyance nor would it accept the \$367,000 from the auction.com sale.

15 59. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
16 property was back on the market, he indicated he had worked out all the other liens and it
17 should close quickly.

18 60. A buyer who had bid several times on it in March, 2014, re-expressed interest by
19 making a new offer on July 26, 2014.

20 61. Nona Tobin signed a counter-offer on August 1, 2014 for \$375,000.

21 62. At the same time, Nationstar required that the asking price on the listing be
22 raised to \$390,000.

23 63. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
24 the table when the HOA foreclosed without notice to me, the listing agent, the servicing bank,
25 or any of these bona fide purchasers who were interested in purchasing the property in arms-
26 length transactions.

27 64. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
28 establishing the Real Property Transfer Tax (RPTT) stated the RPPT market value was

1 \$353,529.

2 65. At the time of the foreclosure sale, based upon the various offers to purchase the
3 Property, it is my opinion that the value of the Property was not less than \$358,800.00

4 66. RRFS disclosures claim that Thomas Lucas purchased the property for \$63,100
5 and took title in the name of Opportunity Homes LLC.

6 67. SCA official ownership records, however, do not have any entry that shows SCA
7 foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC ever
8 owned the property.

9 68. Nationstar's limited joinder to declare the sale valid must be denied.

10 69. Nationstar has no knowledge of how SCA conducted the sale and has no basis
11 for claiming that the sale was valid to remove my property rights but was not valid to extinguish
12 a deed of trust.

13 **II. Argument**

14 **A. Legal Standard**

15 NRCP 56 provides in pertinent part:

16 **(c) Motion and Proceedings Thereon.** The motion shall be served
17 at least 10 days before the time fixed for the hearing. Motions for
18 summary judgment and responses thereto shall include a concise
19 statement setting forth each fact material to the disposition of the
20 motion which the party claims is or is not genuinely in issue, citing
21 the particular portions of any pleading, affidavit, deposition,
22 interrogatory, answer, admission, or other evidence upon which the
23 party relies. The judgment sought shall be rendered forthwith if the
24 pleadings, depositions, answers to interrogatories, and admissions
25 on file, together with the affidavits, if any, show that there is no
26 genuine issue as to any material fact and that the moving party is
entitled to a judgment as a matter of law. A summary judgment,
interlocutory in character, may be rendered on the issue of liability
alone although there is a genuine issue as to the amount of
damages. An order granting summary judgment shall set forth the
undisputed material facts and legal determinations on which the
court granted summary judgment.

27 Rule 56(c), N.R.C.P., provides that summary judgment may be entered when "there is
28 no genuine issue as to any material fact and that the moving party is entitled to judgment as a

1 matter of law.” See also: *Montgomery v. Ponderosa Construction, Inc.*, 101 Nev. 416, 705 P.2d
2 652 (1985). “A genuine issue of material fact is one where the evidence is such that a
3 reasonable jury could return a verdict for the non-moving party.” *Pegasus v. Reno Newspapers,*
4 *Inc.*, 118 Nev. 706, 57 P.3d 82 (2002), citing *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d
5 438 (1993). “Substantive law controls which factual disputes are material and will preclude
6 summary judgment; other factual disputes are irrelevant.” *Wood v. Safeway, Inc.*, 121 Nev. 742,
7 121 P.3d 1026 (2005), citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505
8 (1986). “A factual dispute is genuine when the evidence is such that a rational trier of fact could
9 return a verdict for the non-moving party.” *Wood*, citing *Matsushita Electric Industrial Co. v.*
10 *Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348 (1986).

11 Although the moving party may have the initial burden of identifying the portions of the
12 materials on file that they believe demonstrate the absence of a genuine issue of material fact,
13 the non-moving party may not rest upon general allegations and conclusions, but must use
14 “admissible evidence” to show the existence of a genuine factual issue and he or she “is not
15 entitled to build a case on the gossamer threads of whimsy, speculation and conjecture.”
16 *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993), citing *Collins v. Union Fed.*
17 *Savings & Loan*, 99 Nev. 284, 662 P.2d 610 (1983). See also: N.R.C.P. 56(e); *Van Cleave v.*
18 *Kietz-Mill Minute Mart*, 97 Nev. 414, 633 P.2d 1220 (1981), citing *Thomas v. Bokelman*, 86
19 Nev. 10, 462 P.2d 1020 (1970) (“The opponent must nevertheless show he can produce
20 evidence at trial to support his claim.”).

21 The “‘slightest doubt’ standard previously used in Nevada’s summary judgment law”
22 was also rejected by *Wood v. Safeway, Inc.*, 121 Nev. 724 121 P.3d 1026 (2005), which adopted
23 the summary judgment standard employed by the federal courts in *Anderson v. Liberty Lobby,*
24 *Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986), *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct.
25 2548 (1986)², and *Matsushita Electric Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct.
26 1348 (1986). “Substantive law controls which factual disputes are material and will preclude

27
28 ² “While not addressing the “slightest doubt’ standard directly, the Supreme Court in *Celotex* noted that Rule 56 should not be regarded as a ‘disfavored procedural shortcut’ but instead ‘as an integral part of the Federal Rules as a whole, which are designed ‘to secure the just, speedy and inexpensive determination of every action.’” *Wood v. Safeway, Inc.*, 121 Nev. 742, 121 P.3d 1026 (2005).

1 summary judgment; other factual disputes are irrelevant.” *Wood*, citing *Anderson v. Liberty*
2 *Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505 (1986). “A factual dispute is genuine when the
3 evidence is such that a rational trier of fact could return a verdict for the non-moving party.”
4 *Wood*, citing *Matushita Electric Industrial Co. v. Zenith Radio*, 475 U.S. 574, 106 S.Ct. 1348
5 (1986). Essentially, the non-moving party must “do more than simply show that there is some
6 metaphysical doubt as to the operative facts in order to avoid summary judgment being entered
7 in the moving party’s favor.” *Id.*

8 “When the facts of a case turn on credibility, a triable issue of fact exists, and the
9 granting of a summary judgment is error.” *Short v. Hotel Riviera*, 79 Nev. 94, 102, 378 P.2d
10 979 (1963). “Trial on oral testimony, with the opportunity to examine and cross-examine
11 witnesses in open court, has often been acclaimed as one of the persistent, distinctive, and most
12 valuable features of the common-law system.” *Short v. Hotel Riviera*, 79 Nev. 94, 102, 378 P.2d
13 979 (1963). See also, *Servaites v. Lowden*, 99 Nev. 240, 660 P.2d 1008 (1983) “Where the
14 crucial factual dispute concerns characterization of a party’s conduct, which in turn involves
15 elusive questions of intent and motive, summary judgment is inappropriate.”

16 **B. Defendant’s Motion must be denied as genuine issues of material fact**
17 **remain.**

18 As set forth in the Statement of Disputed Facts above, the HOA, by and through its
19 agent, RRFS, did not conduct a valid foreclosure sale in compliance with the statutory
20 requirements. The HOA and RRFS made numerous mistakes in attempting to foreclose upon
21 the Property, including the following: (i) the HOA failed to properly credit payments; (ii) the
22 HOA and RRFS failed to accurately calculate the amount due; (iii) RRFS failed to provide
23 proper notice of the foreclosure sale; and perhaps most important, (iv) the foreclosure was
24 conducted on a cancelled Notice of Sale. Any of these errors, standing alone, should be
25 sufficient to set aside the foreclosure. Moreover, taken together, the enormity of the combined
26 errors, combined with the purchase price at the foreclosure sale mandates that it be set aside,
27 and title quieted in the name of the Trust.

28 SCA relies upon *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5, 366,

1 P.3d 1105 (2016) in support of its motion for summary judgment. *Shadow Wood* was recently
2 interpreted by the Nevada Supreme Court in *Nationstar Mort., LLC v. Saticoy Bay LLC Series*
3 *2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91, 405 P.3d 641 (2017). In *Nationstar*, the Court
4 succinctly summarized *Shadow Wood* as follows: the bank foreclosed on its deed of trust and
5 obtained the property via credit bid at the foreclosure sale for roughly \$46,000. Because the
6 bank never paid off the unextinguished 9-month super priority lien and failed to pay the
7 continuing assessments after it obtained title, the HOA foreclosed on its lien. At that sale, the
8 purchaser bought the property for roughly \$11,000. The bank filed suit to set aside the sale, and
9 the district court granted the bank's request. On appeal, the Nevada Supreme Court considered
10 whether the bank had established equitable grounds to set aside the sale. This court started with
11 the premise that "demonstrating that an association sold a property at its foreclosure sale for an
12 inadequate price is not enough to set aside that sale; there must also be a showing of fraud,
13 unfairness, or oppression." *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at 647, quoting
14 *Shadow Wood*, 132 Nev. Adv. Op. 5, 366 P. 3d at 1112 (citing *Long v. Towne*, 98 Nev. 11, 13,
15 *639 P.2d 528, 530 (1982)*). The Court in *Nationstar* then stated that the bank in *Shadow Wood*
16 "failed to establish that the foreclosure sale price was grossly inadequate as a matter of law,"
17 and observed that the \$11,000 purchase price was 23 percent of the property's fair market value
18 and therefore the sales price was "not obviously inadequate." *Id.*

19 In support, the *Nationstar* Court acknowledged the decision in *Golden v. Tomiyasu*, 79
20 Nev. 503, 514, 387 P.2d 989, 995 (1963), wherein the Supreme Court upheld a sale with a
21 purchase price that was 29 percent of fair market value. The Court relied upon the
22 Restatement's suggestion that a sale for less than 20 percent of the property's fair market value
23 may "[g]enerally" be invalidated by a court. *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at
24 647, quoting *Shadow Wood*, 132 Nev. Adv. Op. 5, 366 P. 3d at 1112-13 (quoting *Restatement*
25 *(Third) of Prop.: Mortgages § 8.3 (1997)*). The analysis then turned to whether the sale was
26 affected by fraud, unfairness, or oppression. *Id.*

27 The citation to the Restatement in *Shadow Wood* was not construed as an implicit
28 adoption of a rule that requires invalidating any foreclosure sale with a purchase price less than

1 20 percent of a property's fair market value. In particular, the Court in *Nationstar* noted that
2 adopting the Restatement would be inconsistent with this court's holding in *Golden* that
3 "inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a
4 trustee's sale" absent additional "proof of some element of fraud, unfairness, or oppression as
5 accounts for and brings about the inadequacy of price." *Nationstar*, 133 Nev. Adv. Rep. 91, 405
6 P. 3d at 648, quoting *Golden*, 79 Nev. at 514, 387 P.2d at 995.

7 Although the Court in *Nationstar* declined to adopt the Restatement's 20-percent
8 standard or any other hard-and-fast dividing line based solely on price, the Court did not say
9 that price is wholly irrelevant. In fact, *Golden* recognized that the price/fair-market-value
10 disparity is a relevant consideration because a wide disparity may require less evidence of fraud,
11 unfairness, or oppression to justify setting aside the sale:

12 [I]t is universally recognized that inadequacy of price is a
13 circumstance of greater or less weight to be considered in
14 connection with other circumstances impeaching the fairness of the
15 transaction as a cause of vacating it, and that, where the
16 inadequacy is palpable and great, **very slight additional evidence
of unfairness or irregularity is sufficient to authorize the
granting of the relief sought.**

17 *Nationstar*, 133 Nev. Adv. Rep. 91, 405 P. 3d at 648, quoting *Golden*, 79 Nev. at 515-16, 387
18 P.2d at 995 (quoting *Odell v. Cox*, 151 Cal. 70, 90 P. 194, 196 (Cal. 1907) (emphasis added)).
19 "While mere inadequacy of price has rarely been held sufficient in itself to justify setting aside
20 a judicial sale of property, courts are not slow to seize upon other circumstances impeaching the
21 fairness of the transaction as a cause for vacating it, especially if the inadequacy be so gross as
22 to shock the conscience." *Id.* (quoting *Schroeder v. Young*, 161 U.S. 334, 337-38, 16 S. Ct. 512,
23 40 L. Ed. 721 (1896))).

24 Thus, while the *Nationstar* Court continued to endorse *Golden's* approach to evaluating
25 the validity of foreclosure sales: mere inadequacy of price is not in itself sufficient to set aside
26 the foreclosure sale, it must be considered together with any alleged irregularities in the sales
27 process to determine whether the sale was affected by fraud, unfairness, or oppression. *See Id.*
28 Although the *Nationstar* Court declined to adopt the Restatements suggestion that a foreclosure

1 sale for less than 20 percent of fair market value necessarily invalidates the sale, it is a factor
2 that must be considered. Here, it is undisputed that the foreclosure sale price was less than 20
3 percent of the fair market value. See Tobin Declaration, ¶¶ 52-65.

4 Thus, we must now look to the irregularities in the foreclosure sale. Irregularities that
5 may rise to the level of fraud, unfairness, or oppression include an HOA's failure to mail a deed
6 of trust beneficiary the statutorily required notices, *see SFR Invs. Pool 1, LLC v. U.S. Bank,*
7 *N.A.*, 130 Nev., Adv. Op. 75, 334 P.3d 408, 418 (2014). In the interest of brevity, all of the
8 HOA's irregularities will not be repeated here. The irregularities in the foreclosure process are
9 set forth in detail in Tobin's Declaration and require that SCA's motion be denied as there are
10 significant issues of disputed fact that can only be resolved at trial. Generally, the HOA did not
11 properly credit payments (Tobin Declaration, ¶¶ 20-22), the HOA failed to accurately calculate
12 the amount due (Tobin Declaration, ¶¶ 23-30), the HOA failed to give proper notice of the
13 foreclosure sale (Tobin Declaration, ¶¶ 31-33, 37-38), and the Notice of Sale was cancelled and
14 not replaced (Tobin Declaration, ¶¶ 42-43).

15 To escape its own wrongful conduct, the HOA argues that Tobin is not entitled to
16 equitable relief under theories of equitable estoppel or unclean hands. While Tobin might have
17 innocently mis-recalled the delivery of one check, that alone should not and cannot prevent her
18 from seeking and obtaining equitable relief, especially in light the failings of the HOA to
19 conduct a fair foreclosure sale. If anyone has unclean hands in this matter, it is the HOA and its
20 accomplice, RRFS. Certainly, there can be no doubt that there is at least **slight evidence of**
21 **unfairness or irregularity sufficient to have the foreclosure sale set aside and title vested in**
22 **the name of the Trust.**

23 CONCLUSION

24 Summary judgment is only appropriate when, after a review of the record viewed in a
25 light most favorable to the non-moving party, there remain no issues of material fact, and the
26 moving party is entitled to judgment as a matter of law. Here, as detailed in the Tobin
27 Declaration, there are numerous material issues of fact in dispute; as such Cross-Defendant Sun
28 City Anthem Community Association's Motion should be denied.

1 For the foregoing reasons Cross-Claimant Nona Tobin respectfully requests that the
2 Court deny Cross-Defendant Sun City Anthem Community Association's Motion for Summary
3 Judgment.

4 Dated this 5 day of March, 2019.

5 MUSHKIN • CICA • COPPEDGE

6
7 

8 MICHAEL R. MUSHKIN, ESQ.

9 Nevada State Bar No. 2421

10 L. JOE COPPEDGE, ESQ.

11 Nevada State Bar No. 4954

12 4495 South Pecos Road

13 Las Vegas, Nevada 89121

14 *Attorneys for Nona Tobin, an individual and
15 as Trustee of the Gordon B. Hansen Trust*

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that the foregoing **Cross-Claimant Nona Tobin's Opposition to**
18 **Cross-Defendant Sun City Anthem Community Association's Motion for Summary**
19 **Judgment** was submitted electronically for filing and/or service with the Eighth Judicial
20 District Court on this 5th day of March, 2019. Electronic service of the foregoing document
21 shall be upon all parties listed on the Odyssey eFileNV service contact list:

22 
23 An employee of
24 MUSHKIN • CICA • COPPEDGE

EXHIBIT "A"

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
2 L. JOE COPPEDGE
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-454-3333
6 Facsimile: 702-386-4979
Michael@mushlaw.com
7 Joe@mushlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee for the JIMI JACK
IRREVOCABL TRUST,

14 Plaintiffs,

15 vs.

16
17 BANK OF AMERICA, N.A.; SUN CITY
18 ANTHEM COMMUNITY ASSOCIATION.;
DOES I through X and ROES BUSINESS
19 ENTITIES 1 through 10, inclusive,

20 Defendants.

21 And Related Matters.

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

22 **DECLARATION OF NONA TOBIN IN SUPPORT OF OPPOSITION TO SUN CITY**
23 **ANTHEM COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT**

24 Nona Tobin, under penalty of perjury, states as follows:

25 I have personal knowledge of the facts stated herein, except for those facts stated to be
26 based upon information and belief. If called to do so, I would truthfully and competently testify
27 to the facts stated herein, except those facts stated to be based upon information and belief. I
28 make this declaration in support of Counterclaimant/Cross-Claimant Nona Tobin's Opposition

1 to Cross-Defendant Sun City Anthem Community Association's Motion for Summary
2 Judgment and in Opposition to Nationstar's Limited Joinder.

3 1. I have lived in Sun City Anthem at 2664 Olivia Heights Avenue since February
4 20, 2004 and have been an owner in good standing the entire time.

5 2. On or about July 31, 2003, Gordon B. Hansen, together with his then wife
6 Marilyn, purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052,
7 APN 191-13-811-052 (the "Property"). See Deed, Exhibit 1.

8 3. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen
9 quit claimed the Property to Gordon Hansen as a part of the divorce settlement. See Quitclaim
10 Deed, Exhibit 2.

11 4. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,
12 and Nona Tobin was identified as a successor trustee. See Trust, Exhibit 3.

13 5. On August 27, 2008, title to the property was transferred to the Gordon B.
14 Hansen Trust. See Deed, Exhibit 4.

15 6. Gordon B. Hansen died on January 14, 2012, and I became the sole trustee of the
16 Trust. See Certificate of Death, Exhibit 5.

17 7. I paid the HOA dues and late fees for three quarters after Gordon Hansen's
18 death.

19 8. I did not recall the timing and method of submitting the last payment (check 143,
20 dated August 17, 2012 of \$275 assessments for the quarter ending September 30, 2012 plus \$25
21 installment late fee, and the anomalies with cancelled checks made me think I had delivered it
22 on August 17, 2012 with the check for the assessments paid for my own house.

23 9. On or about December 24, 2018 I saw SCA00063, a letter signed by me to
24 SCAHOA dated 10/3/12.

25 10. SCA00063 refreshed my memory that check 143 was sent with instructions to
26 collect future assessments out of escrow because the house had been sold and to direct questions
27 to Real Estate Broker Doug Proudfit, who was also a long-time SCA owner in good standing.

28 11. SCA agents, RMI community manager, and its affiliate, Red Rock Financial

1 Services ("RRFS") ignored the notice that the property had been sold and did not follow, or
2 even acknowledge, the explicit instructions, that the \$300 check was for "HOA dues"

3 12. The payment for "HOA dues" was applied on October 18, 2012 to unauthorized
4 and unnecessary collection fees despite the NRS 116A.640(8) explicit prohibition against
5 "Intentionally apply(ing) a payment of an assessment from a unit's owner towards any fine, fee
6 or other charge that is due."

7 13. I made no attempt to evaluate or reduce the RRFS demands for fees as I had
8 contracted with Proudfit Realty to complete a short sale and expected the bank and the new
9 owner to arrange to pay the HOA the full amount due.

10 14. SCA's claim, in the motion for summary judgment, that I had also attached to the
11 October 3, 2012 letter a notice of sanction dated September 20, 2012 is false, and I believe an
12 attempt to unfairly disparage me rather than a long-standing SCA member in good standing that
13 was trying to sell a house at the bottom of the market on behalf of a deceased homeowner's
14 estate.

15 15. The October 3, 2012 letter plainly states there are two enclosures – check for
16 HOA dues and death certificate.

17 16. There was no third enclosure listed of a September 20, 2012 notice of hearing.

18 17. The September 20, 2012 notice of hearing RRFS says was enclosed with the
19 October 3, 2012 letter could not have come from me as I obviously would only have had the
20 original.

21 18. SCA proceeded with unnecessarily with collections and adding unauthorized
22 fees despite two pay off demands from Ticor Title on or about December 20, 2012 and January
23 16, 2013.

24 19. SCA managing and collection agents ignored the fact that both the real estate
25 agent Doug Proudfit and the executor of the estate, Nona Tobin, both long-term SCA
26 homeowners in good standing who had no interest in the HOA not receiving all assessments
27 that were due and were working diligently to sell the property after the market had crashed.

28 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the

1 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in
2 the amount of \$25.00. Check no. 143 cleared the bank until October 23, 2012. See check no.
3 143, Exhibit 6.

4 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's
5 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or
6 about October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property
7 (but not the owner's address of record). See Ledger, Exhibit 7.

8 22. The Resident Transaction Report shows that the \$300 from check no. 143 was
9 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July
10 2012 quarter, which would have brought the account current with a zero balance instead of the
11 \$495.15 RRFS claimed was still owing. See Ledger, Exhibit 7. NRS116A.640(8) prohibits an
12 HOA agent from applying assessment payments to "any fine, fee or other charge that is due".

13 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for
14 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien
15 Letter" on the Property's account with the HOA, unauthorized as the account was referred to
16 collection before there was a default. The error of adding and compounding collection fees
17 which were not owing was never corrected by the HOA. See Ledger, Exhibit 7.

18 24. The legal framework requires that prior to sanctioning an owner for an alleged
19 violation of the governing documents, such as delinquent assessments, the Board must provide a
20 specific notice of violation, a notice of violation hearing, notice of sanction (hearing
21 determination), notice of appeal, appeal determination letter.

22 25. SCA did not provide me any of these notices prior to the imposition of fines
23 misnamed as collection costs.

24 26. SCA imposed progressively more serious and disproportionate sanctions for the
25 alleged violation of delinquent assessments, up to and including foreclosure, without providing
26 any meaningful and compliant due process.

27 27. SCA claims to have sent a September 17, 2012 notice of intent to lien, that I do
28 not have any record or recollection of having received.

1 28. Even if sent, that notice was defective and non-compliant

2 a. There was no preceding notice of violation,

3 b. RRFS's claiming \$617.94 on September 17, 2012 is excessive and
4 unauthorized when \$275 only came due on July 1, 2012.

5 c. Only \$25 late fee was authorized on July 31, 2012 when the payment is
6 30 days late

7 d. \$317.94 claimed by RRFS for collection costs for the next 35 days the
8 payment was late is not authorized

9 e. An excessive, non-negotiable fee, of \$317.94, which SCA collection
10 agent claimed must be disputed within 30 days of a notice I didn't get, is not a
11 "collection cost", it is a fine and a sanction.

12 29. On or about December 14, 2012, the HOA caused a Notice of Delinquent
13 Assessments (the "Lien") to be recorded against the Property which claimed the amount of
14 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was
15 due and owing for the period commencing October 1, 2012. The Lien included erroneous
16 charges and did not credit assessments paid when the amount was below the minimum past due
17 amount when collection can begin. See Lien, Exhibit 8.

18 30. As of December 14, 2012, the maximum amount of the delinquency for the
19 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount
20 of \$275.00, together with late fees in the amount of \$25.00.

21 31. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First
22 Notice of Default") was issued and served by RRFS. See First Notice of Default, Exhibit 9.

23 32. The First Notice of Default was rescinded on or about April 3, 2013. See
24 Recorded Rescission of Notice of Default, Exhibit 10.

25 33. On or about April 8, 2013, a second Notice of Default and Election to Sale (the
26 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that
27 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October
28 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees

1 instead of first to assessments. See Letter to Property with RRFS Ledger, Exhibit 7.

2 34. On or about April 30, 2013, RRFS responded to a payoff demand from "Miles
3 Bauer", agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable
4 as of April 30, 2013. See May 29, 2013 Red Rock Financial Services Ledger, Exhibit 11.

5 35. On or about May 9, 2013, Miles Bauer tendered \$825 for the nine months of
6 assessments which were at that point in time delinquent. However, RRFS refused BANA's
7 tender without notifying the SCA Board.

8 36. This unjustified refusal of BANA's payment should have stopped all collection
9 efforts as all delinquencies on the account had been cured and the account was then current.

10 37. On or about February 12, 2014, a Notice of Foreclosure Sale ("Notice of Sale")
11 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled
12 the sale for March 7, 2014. See Notice of Foreclosure Sale, Exhibit 12.

13 38. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in
14 response to a payoff demand related to a contingent sale to Red Rock Region Investments LLC
15 in which the amount before fees claimed as due and owing on February 11, 2014 was
16 \$4,240.10, and that the amount due on March 28, 2014 was \$4,687.64. See Accounting Ledger,
17 Exhibit 13. Note that the Notice of Sale claims that \$5,081.45 was due as of 2/11/14 but no
18 ledger went to the owner with the Notice of Sale recorded on 2/12/14.

19 39. On or about February 20, 2014, I signed a new listing agreement with Craig
20 Leidy, also a long time SCA owner in good standing.

21 40. I gave him verbal authority to handle all notices and contact with the HOA's
22 agents, RRFS, and written authority to arrange a short sale with Nationstar Mortgage, the new
23 loan servicer as of December 1, 2013.

24 41. NRS 116.3116 was violated when RRFS refused two tenders of the super-
25 priority amount, one May 9, 2013 from BANA, and the second from Nationstar on June 5,
26 2014.

27 42. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as
28 required by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the

1 Ombudsman that the Notice of Sale was cancelled, the Trustee sale was cancelled, and the
2 Owner was retained. See Compliance View Screen, Exhibit 14.

3 43. The Property was sold on August 15, 2014 although no valid notice of sale was
4 in effect as the Notice of Sale was cancelled on or about May 15, 2014 and not replaced.

5 44. The August 22, 2014 Foreclosure Deed, the recording of which was requested by
6 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice
7 of Default, dated March 12, 2013, which was rescinded on April 3, 2013. See Recorded
8 Rescission of Notice of Default, Exhibit 10.

9 45. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default
10 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had
11 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due
12 and owing and that 4) RRFS "complied with all the requirements of law". Exhibit 15.

13 46. SCA did not provide the notices required by NRS 116.31162(4)

14 (a) A schedule of the fees that may be charged if the unit s owner fails to pay
15 the past due obligation;

16 (b) A proposed repayment plan; and

17 (c) A notice of the right to contest the past due obligation at a hearing before
18 the executive board and the procedures for requesting such a hearing.

19 47. NRS 116.31164(3)(b) (2013) requires that "the person conducting the
20 sale...deliver a copy of the deed to the Ombudsman within 30 day after the deed is delivered to
21 the purchaser...", but no foreclosure deed has ever been delivered to the Ombudsman. See
22 OMB Compliance screen, Exhibit 14.

23 48. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale
24 are to be paid out. No distribution was made to any claimant out of the reported \$63,100
25 collected for the sale except for the \$2,701.04 that paid the HOA in full.

26 49. I attempted to make a claim for the proceeds in September 2014 but was rebuffed
27 by RRFS, which falsely claimed that the proceeds had been deposited with the court for
28 interpleader.

1 50. SCA agents did not conduct the collection process leading up the foreclosure in
2 compliance with the legal framework empowering and limiting the SCA Board's authority to
3 sanction or fine an owner for ANY alleged violation of the governing documents.

4 51. On September 16, 2016, SCA refused my request for SCA records of its
5 compliance actions against the owner of the Property without a court order.

6 52. I signed to approve purchase offers for four sales which did not come out of
7 escrow due to the actions of BANA and Nationstar.

8 53. Initially, I accepted an offer for \$310,000 on or about August 8, 2012, but BANA
9 refused to close, and the prospective buyers who had moved in on or about October 23, 2012
10 withdrew and moved out in April, 2013.

11 54. A second offer to purchase the Property was made on May 10, 2013 for
12 \$395,000.00.

13 55. I offered to return the property to BANA on a deed in lieu in mid-2013, but
14 BANA rejected it claiming the title wasn't clear.

15 56. The third escrow opened on March 4, 2014 for a \$340,000 cash offer which
16 Nationstar, as the new servicing bank, held in abeyance while Nationstar required that it be
17 placed up for public auction on www.auction.com.

18 57. The auction.com sale period was from May 4, 2014 to May 8, 2014 when it was
19 sold to the high bidder for \$367,500, pending approval by the beneficiary.

20 58. Nationstar's negotiator would not accept either the \$340,000 offer held in
21 abeyance nor would it accept the \$367,000 from the auction.com sale.

22 59. When listing agent Leidy put a notice on the MLS on July 25, 2014 that the
23 property was back on the market, he indicated he had worked out all the other liens and it
24 should close quickly.

25 60. A buyer who had bid several times on it in March, 2014, re-expressed interest by
26 making a new offer on July 26, 2014.

27 61. I signed a counter-offer on August 1, 2014 for \$375,000.

28 62. At the same time, Nationstar required that the asking price on the listing be

1 raised to \$390,000.

2 63. The buyer countered on August 4, 2014 with an offer of \$358,800 which was on
3 the table when the HOA foreclosed without notice to me, the listing agent, the servicing bank,
4 or any of these bona fide purchasers who were interested in purchasing the property in arms-
5 length transactions.

6 64. The Nevada Statement of Value recorded on August 22, 2014 for the purpose of
7 establishing the Real Property Transfer Tax (RPPT) stated the RPPT market value was
8 \$353,529.

9 65. At the time of the foreclosure sale, based upon the various offers to purchase the
10 Property, it is my opinion that the value of the Property was not less than \$358,800.00

11 66. RRFS disclosures claim that Thomas Lucas purchased the property for \$63,100
12 and took title in the name of Opportunity Homes LLC.

13 67. SCA official ownership records, however, do not have any entry that shows SCA
14 foreclosed on this property nor that either Thomas Lucas nor Opportunity Homes LLC ever
15 owned the property.

16 68. Nationstar's limited joinder to declare the sale valid must be denied.

17 69. Nationstar has no knowledge of how SCA conducted the sale and has no basis
18 for claiming that the sale was valid to remove my property rights but was not valid to extinguish
19 a deed of trust.

20 I declare under penalty of perjury under the laws of the State of Nevada that the
21 foregoing is true and correct.

22 Dated this 5 day of March 2019.

23
24 /s/ Nona Tobin
25 NONA TOBIN
26
27
28

EXHIBIT “1”

28

20030731
04442

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: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052
R.P.T.I. \$ 971.25

3

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mfg Svcy.
379 W. 500 S.
Bountiful, UT 84010

FEE: 16.00
RPTT: 971.25

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That DEL WEBB COMMUNITIES, INC., an Arizona Corporation, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE
AS JOINT TENANTS

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

- SUBJECT TO:
1. Taxes for the fiscal year 2003-2004.
 2. Rights of way, reservations restrictions, easements and conditions of record.

20030731
.04442

APN: 191-13-811-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

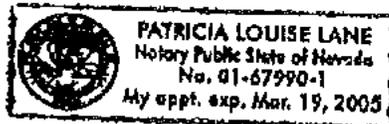
BY: *S. O'Connor*
S. O'CONNOR, Vice President

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Patricia Louise Lane
NOTARY PUBLIC in and for said County and State.



20030731
.04442

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

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.

Tobin 000003

28

20030731
.04442

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument#	_____
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

1. Assessor Parcel Number(s):
 a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property:
- | | |
|------------------------------------------------|----------------------------------------------------------------|
| a) <input type="checkbox"/> Vacant Land | b) <input checked="" type="checkbox"/> Single Family Residence |
| c) <input type="checkbox"/> Condo/Townhouse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apartment Building | f) <input type="checkbox"/> Commercial/Industrial |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other | |

3. Total Value/Sales Price of Property: \$388,311.07
 4. Deed in Lieu of Foreclosure Only (value of property) \$ _____
 5. Transfer Tax Value: \$368,311.02
 6. Real Property Transfer Tax Due: \$ 971.25

7. If Exemption Claimed:
 a) Transfer Tax Exemption, per NRS 375.090, Section: _____
 b) Explain Reason for Exemption: _____

8. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: GRANTOR
 Signature [Signature] Capacity: GRANTEE

SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name: DEL WEBB COMMUNITIES, INC.	Print Name: <u>Hansen</u>
Address: 11500 SOUTH EASTERN AVENUE	Address: <u>2763 White Sage Dr.</u>
City: HENDERSON	City: <u>Henderson</u>
State: NEVADA	State: <u>NV</u>
Zip: 89052	Zip: <u>89052</u>

COMPANY/PERSON REQUESTING RECORDING
 LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-ANJ
 1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
 LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

Tobin 000004

EXHIBIT “2”

20040511-000547
Fee: \$42.00 RP: EX905
06/11/2004 15 45 35 12004034379
Re: REBECCA P WALLACE
Frances Deane
Clark County Recorder Page 1

APN# 191-13-811-052
11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

COVER PAGE, DECLARATION OF VALUE
QUITCLAIM DEED
Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

cu

Recording requested by:
Rebecca P. Wallace, ESQ.

Return to:
Name Rebecca P. Wallace, Esq.
Address 1001 Whitney Ranch Dr, #140
City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS17/03

Tobin 000005

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by
first party, Gordon B. Hansen & Marilyn Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052
to second party, Gordon B. Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052

WITNESSETH That the said first party, for good consideration and for the sum of One
and 00/100***** Dollars (\$1.00) paid by the said second party, the receipt whereof is
hereby acknowledged, does hereby remise, release and quitclaim unto the said second party
forever, all the right, title, interest and claim which the said first party has in and to the following
described parcel of land, and improvements and appurtenances thereto in the County of Clark,
State of Nevada, to wit:

Assessor Description: 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.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

Tobin 000006

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Brenda Ricks
Signature of Witness

Marilyn Hansen
Signature of First Party

BRENDA RICKS
Print name of Witness

Marilyn Hansen
Print name of First Party

Sabrina M. Emmons
Signature of Witness

Gordon B. Hansen
Signature of Second Party

Sabrina M. Emmons
Print name of Witness

Gordon B. Hansen
Print name of Second Party

State of Nevada
County of Clark

On June 4, 2004 before me, Cynthia J. Beard (name of Notary) appeared Marilyn Hansen (name of First Party) personally known to me (or 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.

WITNESS my hand and official seal.

(Seal)

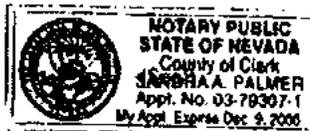
Cynthia J. Beard
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

State of Nevada
County of Clark

On June 9th 2004 before me, Sandra Palmer (name of Notary) appeared Gordon B. Hansen (name of Second Party) personally known to me (or 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.

WITNESS my hand and official seal.



Sandra Palmer
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a) 191-13-011-052
 b) _____
 c) _____
 d) _____

2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Townhse d) 2-4 Plex
 e) Apt. Bldg f) Comm./Ind'l
 g) Agricultural h) Mobile Home
 i) Other

FOR RECORDERS OPTIONAL USE ONLY
 Document/Instrument # _____
 Book _____ Page _____
 Date of Recording: _____
 Notes _____

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: (\$ _____)
 Real Property Transfer Tax Due (\$ _____)

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section 5
 b. Explain Reason for Exemption: PURSUANT TO DECREE OF DIVORCE

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.080 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Marilyn Hansen Capacity GRANTOR
 Signature Gordon B. Hansen Capacity GRANTEE

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: <u>Marilyn Hansen</u>	Print Name: <u>Gordon B. Hansen</u>
Address: <u>2763 White Sage Dr.</u>	Address: <u>2763 White Sage Dr.</u>
City: <u>Henderson</u>	City: <u>Henderson</u>
State: <u>NV</u> Zip: <u>89052</u>	State: <u>NV</u> Zip: <u>89052</u>

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: Rebecca P. Wallace, Esq. Escrow # _____
 Address: 1001 Whitney Ranch Dr. #140
 City: Henderson State: NV Zip: 89014

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

5547

EXHIBIT “3”

THE GORDON B. HANSEN TRUST
Dated August 22, 2008

Prepared by
Andrew M. Cox, Esq.
GERRARD COX LARSEN
2450 St. Rose Parkway, Suite 200
Henderson, Nevada 89074

Tobin 00009

AA3583

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TRUST AGREEMENT

OF THE GORDON B. HANSEN TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on August 22, 2008, by GORDON B. HANSEN, (hereinafter referred to as the "Trustor" or "Grantor" when reference is made to him in his capacity as creator of this Trust and the transferor of the principal properties thereof), and GORDON B. HANSEN, of Clark County, Nevada (hereinafter referred to as the "Trustee," when reference is made to him in his capacity as Trustee or fiduciary hereunder).

Witness:

WHEREAS, the Trustor desires by this Trust Agreement to establish the "GORDON B. HANSEN TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of his present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, the Trustor hereby gives, grants, and transfers to the Trustee, IN TRUST, which Trustee hereby declares that he has received from the Grantor, the property listed on Schedule "A", (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may be made from time to time hereto, subject to the provisions of Trust as hereinafter provided.

All property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustor or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the life of the Trustor, shall retain its character as his separate property, as designated on the attached Schedule "A" or document of transfer or conveyance. Property subsequently received by the Trustee during the life of the Trustor may be listed on addenda to Schedule "A" and shall have the separate character designated thereon or on the document of transfer or conveyance.

ARTICLE I

NAME AND BENEFICIARIES OF THE TRUST

- 1.1 **Name.** The Trust created in this instrument may be referred to as the "GORDON B. HANSEN TRUST", and any separate Trust may be referred to by adding the name of the beneficiary.
- 1.2 **Beneficiaries.** The Trust estate created hereby shall be for the use and benefit of GORDON B. HANSEN, and for the other beneficiaries named herein. The name of the fiancé of the Trustor is NONA TOBIN. The name of the one (1) now living child of the Trustor is STEVEN ERIC HANSEN. This child shall hereinafter be designated as the "Child of the Trustor".

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL WHILE THE TRUSTOR SHALL LIVE

- 2.1 **Distributions While The Trustor Lives.** During the lifetime of GORDON B. HANSEN, he shall be entitled to all income and principal of the Trust property without limitation.
- 2.2 **Use of Residence.** While the Trustor shall live, he may possess and use, without rental or accounting to Trustee, any residence owned by this Trust.

ARTICLE III
INCAPACITY

- 3.1 **Incapacity of Trustor.** If at any time, as certified in writing by two licensed physicians, the Trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him incompetent, mentally ill, or in need of a guardian or conservator, the Trustee shall pay to the Trustor or apply for his benefit, the amounts of net income and principal necessary, in the Trustee's discretion, for the proper health, support and maintenance of the Trustor in accordance with his accustomed manner of living, until the incapacitated Trustor, either in the Trustee's discretion or as certified by two licensed physicians, is again able to manage his own affairs or until his death.
- 3.2 **Reliance on writing.** Anyone dealing with this Trust may rely on the physicians' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Trustee in reliance upon such written statements. This provision is inserted in this Trust indenture to encourage third parties to deal with the Trustee without the need for court proceedings.

ARTICLE IV
DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS
AFTER DEATH OF TRUSTOR

- 4.1 **Distribution of Personal Property.** After the death of the Trustor, the Trustee shall retain or distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books, silverplate, linen, china, glassware, objects of art, wearing apparel, jewelry,

ornaments, and automobiles in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) To NONA TOBIN, for her lifetime use and benefit, if she survives the Trustor.
- (b) Upon the death of NONA TOBIN, the Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list, to STEVEN ERIC HANSEN as he shall select. Any tangible personal property which STEVEN ERIC HANSEN does not select shall be distributed in accordance with Article V below.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL AFTER DEATH OF THE TRUSTOR

- 5.1 Payment of Expenses. Upon the death of the Trustor, the Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of this Trust, the administrative expenses, the expenses of the last illness and funeral of the Trustor, and any other debt owed by Trustor. Following such payments, the principal and undistributed income of the Trust shall be administered and as set forth herein.
- 5.2 Specific Bequest. Upon the death of the Trustor, Thirty-three percent (33%) of the remaining Trust estate shall be held in a separate Trust for the benefit of NONA TOBIN and this Trust share shall be distributed or retained as follows:
 - (a) If, in the opinion of the Trustee, the income and principal from all other sources of which the Trustee has knowledge shall not be sufficient for the education, health, support or maintenance of NONA TOBIN in her accustomed manner of living at the date of the Trustor's death, the Trustee is authorized to use and expend such part of the Trust income and/or principal from this Trust share as is necessary to meet such needs.

- (b) If NONA TOBIN is not then living or upon the death of NONA TOBIN, the remainder of this Trust share, if any, shall be distributed in accordance with Section 5.3 below.

5.3 **Distribution of the Remaining Trust Estate.** Upon the death of the Trustor, after making the required distributions set forth above, any remaining property, both income and principal of this Trust estate, shall be distributed to STEVEN ERIC HANSEN, if he is then living, outright and free of Trust. If STEVEN ERIC HANSEN is not then living, then the remaining Trust estate shall be divided into as many equal shares as there are children of STEVEN ERIC HANSEN who are then living, including the step-daughter of STEVEN ERIC HANSEN, ALIXANDRA LANGE, (hereinafter referred to as "grandchildren of the Trustors" or "grandchild of the Trustors") and grandchildren of the Trustors who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:

- (a) If any grandchild of the Trustors is then the age of Thirty-five (35) years or older, his or her share shall be distributed to him or her outright and free of Trust.
- (b) For each grandchild of the Trustors who is then under the age of Thirty-five (35) years, his or her share shall be retained in a separate Trust and, until the grandchild attains the age of Twenty-five (25) years, the net income and principal from each Trust share shall be distributed to the grandchild as is necessary, in the discretion of the Trustee, for the support, comfort, well-being, education or health needs of the grandchild. After attaining the age of Twenty-five (25) years, the net income from each Trust share shall be distributed at least quarter annually to the grandchild of the Trustors. In addition, principal may be used, in the discretion of the Trustee, for the education or emergency health needs of the beneficiary.
- (c) Upon attaining the age of Twenty-five (25) years, one-third (1/3) of the then value of the grandchild's Trust share shall be distributed to him or her outright and free of Trust. Upon attaining the age of Thirty (30) years, one-half (1/2) of the then value of the grandchild's Trust share shall be distributed to him or her outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the grandchild's Trust share shall be distributed to the grandchild outright and free of Trust. If a grandchild has already attained age Twenty-five (25), Thirty (30), or

Thirty-five (35) at the division date, the Trustee, shall upon making the division, distribute to such grandchild one-third (1/3), two-thirds (2/3), or all of his or her Trust share, respectively.

- (d) If prior to full distribution a grandchild becomes deceased, his or her remaining share shall be distributed outright equally to his or her issue who are then living under the same terms and conditions as set forth in this section or, if there are no then living issue of the grandchild, his or her remaining share shall be distributed outright to his or her then living siblings. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

5.4 Charging Advances Against Beneficiary's Distributive Shares.

Whenever any Trust assets here under are being divided into shares and, under the provisions of this trust, the share of any person in such assets is required to be charged with any advance (with or without interest on such advance), the actual charging of such advance against such share shall be accounted for on a hotchpot basis; that is, as though the amount of such advance (based on fair market values at the effective date of such advance and including interest thereon, if so provided) were a part of an increase in the Trust assets being divided into shares and as though the amount of such advance had been allocated to and represented a prior partial distribution toward the share of the person who is charged with such advance. Likewise, whenever any Trust assets hereunder are being divided into shares and there is included among those assets a promissory note receivable (or similar monetary obligation due the Trust involved) which its Trustees determine is owed directly or indirectly by any person who is directly or indirectly a beneficiary of one of those shares, (i) such receivable shall be valued at its then face amount (including accrued but unpaid interest thereon, if any) and (ii), in the making of such division into shares, such receivables shall be allocated at such value to the share in which such debtor has a direct or indirect interest (at least insofar as the size of such share permits such allocation).

5.5 **Generation Skipping Trusts.** If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustee is authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created then any estate or death taxes as well as any discretionary distributions to the Children of the Trustor shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

5.6 **Last Resort Clause.** In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to NONA TOBIN, if she is then living. If NONA TOBIN is not then living, the remainder, if any, shall be distributed outright and free of Trust, equally to the heirs at law of GORDON B. HANSEN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

ARTICLE VI

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

6.1 **Delay of Distribution.** Notwithstanding the distribution provisions of Article V, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article V, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute

discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.

- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
- (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceeding.
 - (2) The existence of a large judgment against the beneficiary.
 - (3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.
 - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
 - (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.
 - (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall have no duty to inquire or investigate at any time whether an event has occurred that could be cause for a delayed distribution to a beneficiary under this Article VI, and the Trustee shall not be deemed to have knowledge of any event that could be cause for a delayed distribution unless the Trustee has actual knowledge of the happening of any such event prior to the distribution in questions.

- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not incur, and is hereby absolved or, and liability arising from or relating to the provisions of this Article VI, except for willful misconduct.

ARTICLE VII

PROVISIONS RELATING TO TRUSTEESHIP

- 7.1 **Successor Trustee.** In the event of the death or incapacity of the original Trustee, NONA TOBIN, currently residing in Henderson, Nevada, shall serve as the Successor Trustee of all of the Trusts hereunder. If NONA TOBIN should become deceased, unable or unwilling to serve as a Successor Trustee, STEVEN ERIC HANSEN, currently residing in Tehachapi, California, shall serve as Successor Trustee of all of the Trusts hereunder. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a Successor Trustee.

- 7.2 **Liability Of Successor Trustee.** No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and

without incurring any liability to any person claiming or having an interest in the Trust.

- 7.3 **Acceptance By Trustee.** A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to Trustor, during his lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.
- 7.4 **Delegation By Trustee.** Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.
- 7.5 **Resignation Of Trustee.** Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustor, during his lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning Trustee.
- 7.6 **Corporate Trustee.** During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.
- 7.7 **Majority.** Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two Trustees are in office, they must act unanimously.
- 7.8 **Bond.** No bond shall ever be required of any Trustee hereunder.
- 7.9 **Expenses and Fees.** The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The

Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed. However, any corporate Trustee shall be entitled to compensation for its services in accordance with its published fee schedule.

ARTICLE VIII
PROVISIONS RELATING TO TRUSTOR'S POWERS

- 8.1 **Power To Amend.** During the lifetime of the Trustor, this Trust Indenture may be amended in whole or in part by an instrument in writing, signed by the Trustor, and delivered to the Trustee. Upon the death of the Trustor, this Trust Indenture shall not be amended.
- 8.2 **Power To Revoke.** During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor. Upon revocation, the Trustee shall deliver the revoked portion of the Trust property to the Trustor. Upon the death of the Trustor, this Trust Indenture shall not be revoked.
- 8.3 **Power To Change Trustee.** During the lifetime of the Trustor, he may change the Trustee or Successor Trustee of this Trust by an instrument in writing.
- 8.4 **Additions To Trust.** Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.
- 8.5 **Gift Program.** If the Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is authorized in such Trustee's sole discretion to continue any gift program which the Trustor had previously commenced, to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in trust.

ARTICLE IX
PROVISIONS RELATING TO TRUSTEE'S POWERS

9.1 **Management Of Trust Property.** With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) To register any securities or other property held hereunder in the name of the Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.
- (b) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, hypothecate, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.

- (f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to

whether or not it would otherwise be a suitable investment for funds of a trust.

- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and

degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.

- (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

9.2 **Limitation on Discretionary Power.** The Trustee's discretion to distribute income and principal to a beneficiary who is also a Trustee shall be limited, with respect to such Trustee, to distributions for the beneficiary's health, education, maintenance and support.

9.3 **Power to Appoint Agent.** The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the

compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

9.4 **Broad Powers Of Distribution.** After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

9.5 **Merger of Identical Trusts.** Should the Trustee of any separate trust hereunder at any time also be the Trustee of a trust having substantially identical dispositive provisions for the benefit of the same beneficiary or beneficiaries but created under some other trust agreement, such two identical trusts may, in the discretion of such Trustee, be merged together and thereafter administered as one single trust under the trust agreement having the earliest rule against perpetuities savings clause date. Where such a merger would be thus authorized but for differences in the identity of the contingent remainder beneficiaries of such otherwise mergeable trusts, such trusts may instead be consolidated together in a new trust created by the Trustee of such otherwise mergeable trusts under a new trust instrument executed by it having all of the same provisions as would

apply to such a merger except those provisions relating to contingent remainder interests, which provisions shall be written in such manner as to preserve the relative interests of the different contingent remainder beneficiaries having an interest therein on the basis of the fair market value of the net assets of each trust entering into such consolidation as of the effective date of such consolidation as reasonably determined by such Trustee.

9.6 **Special Needs Trust.** If any beneficiary has any special needs where government assistance is utilized, and if any direct or indirect distribution from this Trust to or on behalf of the beneficiary may jeopardize the beneficiary's ability to qualify for government assistance, then the vesting of said beneficiary's share may, in the Trustee's discretion, be postponed until the Trustee(s) does as follows, if possible: the Trustee(s) is specifically empowered to place that beneficiary's share into a discretionary Special Needs Trust under the applicable state and federal statutes. The terms of the discretionary Special Needs Trust shall be such terms as are provided by default under the applicable state and federal statutes, as well as such other terms as are necessary in the discretion of the Trustee(s) in furtherance of the objectives of this Trust. If required, the Trustee(s) may seek court action to establish this discretionary sub-Trust.

9.7 **Apply For Government Assistance.** The Trustee shall have the power to deal with governmental agencies and to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

9.8 **Catastrophic Health Care Planning.** The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the

Trustor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article V.

ARTICLE X
SUBCHAPTER S STOCK

10.1 **S-Corporation Stock.** To the extent that any Trust created under this Instrument (for purposes of this Article an "Original Trust") owns or becomes the owner (or would but for this provision become the owner) of shares of stock of any then electing "S corporation" pursuant to Section 1361 et seq. of the Internal Revenue Code, or to the extent that any such Original Trust owns or becomes the owner of shares of stock of any "small business corporation" as defined in Section 1361 (b) of the Internal Revenue Code with respect to which the Trustees desire to continue, make, or allow to be made an S corporation election, the Trustees of such Trust shall have the power at any time, in such Trustees' sole and absolute discretion, the exercise of which shall not be subject to review by any person or court, to terminate said original Trust as to such shares of stock and to allocate, pay, and distribute (or cause to be allocated, paid, and distributed directly from any transferor) some or all of such shares of stock to either (i) a separate and distinct Qualified Subchapter S Trust pursuant to the provisions of paragraph 10.2 below, or (ii) a separate and distinct Electing Small Business Trust pursuant to the provisions of paragraph 10.3 below.

10.2 **Qualified Subchapter S Trust.** In the event shares of stock are allocated, paid, or distributed to a Qualified Subchapter S Trust pursuant to paragraph 10.1 above, such Trust and Trust fund shall be designated with the name of the same Beneficiary with whose name the Original Trust is designated (such Beneficiary

with whose name the Original Trust is designated being for purposes of this Article the only "Beneficiary" of such trust) and shall be held pursuant to the same terms and conditions as the Original Trust, except that, notwithstanding any other provision in this Trust Indenture applicable to the Original Trust:

- (a) Until the death of the Beneficiary of the Qualified Subchapter S Trust, the Trustees of such Qualified Subchapter S Trust shall pay and distribute to such Beneficiary and to no other person all of the net income of the Qualified Subchapter S Trust annually or at more frequent intervals. Any and all income accrued but not paid to the Beneficiary prior to the death of the Beneficiary shall be paid to the estate of the Beneficiary.
- (b) Any distribution of principal from a Qualified Subchapter S Trust may be made only to the Beneficiary then entitled to receive income from such trust.
- (c) The current income Beneficiary's income interest terminates on the earlier of the Beneficiary's death or the termination of the Qualified Subchapter S Trust. If the Qualified Subchapter S Trust terminates during the life of the Beneficiary, all Qualified Subchapter S Trust principal shall distribute to the income Beneficiary.
- (d) Each Qualified Subchapter S Trust is intended to be a Qualified Subchapter S Trust, as defined in Section 1361 (d) of the Internal Revenue Code, as amended, or any successor provisions thereto. Accordingly, no Trustees of any Qualified Subchapter S Trust created pursuant to this Article shall have any power, the possession of which would cause any such Trust to fail to be a Qualified Subchapter S Trust; no power shall be exercisable in such a manner as to cause any such Trust to fail to be a Qualified Subchapter S Trust; and any ambiguity in this Trust Indenture shall be resolved in such a manner that each such trust shall be a Qualified Subchapter S Trust.
- (e) The provisions of Articles V and VI shall have no application to the distribution of income from any Qualified Subchapter S Trust created or continued pursuant to the provisions of this Article.
- (f) Any power provided in Articles V and VI of this Trust Indenture may be exercised with respect to any Qualified Subchapter S Trust created pursuant to this Article if and only if, or to the extent that, the exercise of any such power shall not violate the provisions of this Article and shall

not impair or disqualify the Qualified Subchapter S Trust status of such trust.

10.3 **Electing Small Business Trust.** In the event shares of stock are allocated, paid, or distributed to an Electing Small Business Trust pursuant to paragraph 10.1 above, the Trustee shall make the proper Small Business Trust election, and such Trust and Trust fund shall be designated with a name chosen at the Trustee's discretion, and shall be held pursuant to the same terms and conditions as the Original Trust except that, notwithstanding any other provision in this Trust Indenture applicable to the Original Trust:

- (a) The Electing Small Business Trust shall not have as a beneficiary any person other than an individual or an estate, except that a charitable organization described in paragraph (2), (3), (4) or (5) of Section 170(c) of the Internal Revenue Code may hold a contingent interest.
- (b) No interest in the Electing Small Business Trust may be acquired by purchase.
- (c) Each Electing Small Business Trust is intended to be an Electing Small Business Trust, as defined in Section 1361(e) of the Internal Revenue Code, as amended, or any successor provisions thereto. Accordingly, no Trustees of any Electing Small Business Trust created pursuant to this Article shall have any power, the possession of which would cause any such Trust to fail to be a Electing Small Business Trust; no power shall be exercisable in such a manner as to cause any such Trust to fail to be an Electing Small Business Trust; and any ambiguity in this Trust Indenture shall be resolved in such a manner that each such trust shall be an Electing Small Business Trust.

10.4 **Effect on Beneficiaries.** In granting to the Trustee the discretion to create one or more Qualified Subchapter S Trusts and/or Electing Small Business Trusts as herein provided, the Trustor recognizes that the interest of present or future beneficiaries may be increased or diminished upon the exercise of such discretion.

ARTICLE XI
QUALIFIED PLANS AND IRA'S

- 11.1 Any Trust created hereunder may receive distributions from a Qualified Plan (as defined below). In the event a Trust which is named as a designated beneficiary of a Qualified Plan is subdivided into separate sub-trusts, the Trustee may, in the Trustee's discretion, allocate the Qualified Plan in such manner as the Trustee determines, provided that the Qualified Plan shall be allocated only to a Trust which is or becomes irrevocable at the death of the owner of the Qualified Plan, and provided further that no allocation shall be made which would cause immediate income tax recognition of the Qualified Plan.
- 11.2 The Trustee is directed to take all steps necessary to qualify the Trust as a "designated beneficiary" for purposes of the minimum distribution rules set forth in § 401(a)(9) of the Code. This includes providing appropriate documentation to the plan administrator of each Qualified Plan (including the custodian of each individual retirement account) by October 31 of the calendar year immediately following the calendar year in which the Trustor's death occurs, consistent with the requirements of Treas. Reg. § 1.401(a)(9)-4, A-6.
- 11.3 The Trustee is further directed to receive annually from the Qualified Plan the minimum distribution amounts based on the beneficiary's life expectancy, and to immediately distribute such amounts to the beneficiary of the Trust or sub-Trust, as the case may be.
- 11.4 For purposes of this Article XI, the account balance in any Qualified Plan at the Trustor's death shall be considered Trust principal. Income from a Qualified Plan shall mean income in a trust accounting sense, determined under the provisions of this Declaration as if the Qualified Plan were a Trust, without regard to any provisions of the Code defining income for federal income tax purposes.

11.5 Notwithstanding any other provision of this Declaration, no debt, estate tax or expense of administration arising at the death of a trustor may be paid from a Qualified Plan for which a Trust created hereunder is designated as beneficiary. Estate taxes or GST taxes arising upon the death of a Trustor shall not be apportioned to assets held in a Qualified Plan except to the extent that failure to apportion taxes to assets of a Qualified Plan would cause a substantial disparity in the distribution of Trust assets among beneficiaries of the same class, in which case the taxes apportioned to the Qualified Plan shall be payable from other Trust assets distributable to the beneficiaries. In the alternative, rather than satisfying the taxes from other assets of the Trust, a beneficiary whose interest in the assets of a Qualified Plan is subject to the burden of such taxes may pay the taxes personally if the beneficiary so chooses.

11.6 As used herein, the term "Qualified Plan" refers to any employee benefit plan or individual retirement arrangement that is allowed to accumulate any part of its earnings on an income tax deferred basis under the Code including, without limitation, plans described under I.R.C. § 401, I.R.C. § 403, I.R.C. 408, I.R.C. § 408A, and I.R.C. § 457. A Qualified Plan includes a plan that is reasonably believed to qualify under one or more such provisions of the Code, even if it is subsequently determined that such plan does not so qualify.

ARTICLE XII

PROTECTION OF AND ACCOUNTING BY TRUSTEE

12.1 **Protection.** The Trustee shall not be liable for any loss or injury to the property at any time held by him hereunder, except only such as may result from his fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustee of any discretion vested, either expressly or by implication, in him, pursuant to this Trust Indenture, whether made upon a

question actually raised or implied in his acts and proceedings, shall be conclusive and binding upon all parties in interest.

- 12.2 **Accounting.** Upon the written request delivered or mailed to the Trustee by an income beneficiary hereunder, the Trustee shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE XIII
GENERAL PROVISIONS

- 13.1 **Controlling Law.** This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer any Trust created hereunder pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustee exercises the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.
- 13.2 **Spendthrift Provision.** No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to the Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.

13.3 **Perpetuities Savings Clause.** Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate the later of, (1) Twenty-one (21) years after the death of the last survivor of the following: (a) the Trustor; (b) all the issue of Trustor who are living at the death of the Trustor; and (c) all named beneficiaries who are living at the death of the Trustor, or (2) upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the trust is then being governed. Upon such termination, the Trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.

13.4 **No-Contest Provision.** The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either the Trustor or the successors-in-interest of any such persons, including the Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

13.5 **Provision For Others.** The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of his heirs or other persons who may claim an interest in his respective estates or in these Trusts.