IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

WEIMAN MA, AN INDIVIDUAL,
Appellant,
vs.
BANK OF AMERICA, N.A., A FOREIGN CORPORATION
Respondent

No. 73596

Electronically Filed
Aug 15 2017 09:12 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See* KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

Docket 73596 Document 2017-27180

1. Judicial District Eighth Department 31

County Clark Judge Joanna S. Kishner

District Ct. Case No. A-13-691901-C

2. Attorney filing this docketing statement:

Attorney Sarah A. Morris & Timothy A. Wiseman Telephone 702-850-7798

Firm Morris Law Center

Address 6085 W. Twain Ave., Suite 201
Las Vegas, NV 89103

Client(s) Weimin Ma

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Darren T. Brenner & Tenesa S. Scaturro Telephone 702-634-5000

Firm Akerman LLP

Address 1160 Town Center Drive, Suit 330
Las Vegas, Nevada 89144

Client(s) Bank of America N.A.

Attorney _____ Telephone _____

Firm _____

Address

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- ☐ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☒ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination
- ☐ Dismissal:
  - ☐ Lack of jurisdiction
  - ☐ Failure to state a claim
  - ☐ Failure to prosecute
  - ☐ Other (specify): _____
- ☐ Divorce Decree:
  - ☐ Original ☐ Modification
- ☐ Other disposition (specify): _____

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

NA

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

In re Alessi & Koenic, LLC, BK-S-16-16593-ABL, United States Bankruptcy Court for the District of Nevada, Ongoing.

8. Nature of the action. Briefly describe the nature of the action and the result below:

This is a quiet title action in which the plaintiff-appellant acquired title to property after an HOA foreclosure sale conducted pursuant to NRS 116.3116 et seq. Plaintiff-appellant sought to have the Deed of Trust declared extinguished by the foreclosure sale.

On summary judgment, the District Court found that the HOA Trustee had accepted tender of the super-priority amount of the HOA's lien. Accordingly, summary judgment was granted in favor of Bank of America N.A., appellee.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. Is the super-priority portion of an HOA's lien under NRS 116.3116 et seq. precisely equal to the amount of assessments that would have become due in the absence of acceleration during the nine months immediately precedeing instutition of an action to enforce the lien when the HOA is in the process of foreclosing on its lien?

2. Will an accepted tender of the super-priority portion of the HOA's lien ensure that a Deed of Trust is preserved as to a subsequent purchaser who was not notified that a tender of the super-priority portion had been accepted?

3. May a District Court grant summary judgment in q quiet title case without a balancing of the equities or a consideration of the full circumstances as they weigh upon those equities, such as the status of the purchaser as a bona fide purchaser for value?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Bank of America, N.A. v. SFR Investments Pool 1, LLC, Case No. 70501
It raises similar issues regarding the impact of a tender of the super-priority amount in an HOA foreclosure.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

- [x] N/A
- [ ] Yes
- [ ] No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

- [ ] Reversal of well-settled Nevada precedent (identify the case(s))
- [ ] An issue arising under the United States and/or Nevada Constitutions
- [ ] A substantial issue of first impression
- [ ] An issue of public policy
- [ ] An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- [ ] A ballot question

If so, explain: N/A

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This case does not clearly fit into any category identified in NRAP 17 which would be presumptively retained by the Supreme Court or assigned to the Court of Appeals. It is akin to a case involving a statutory lien under NRS Chapter 108 which would be presumptively assigned to the Nevada Court of Appeals under NRAP 17(b)(9).

14. Trial. If this action proceeded to trial, how many days did the trial last? 0

Was it a bench or jury trial? N/A

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from Jun 23, 2017

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served Jun 23, 2017

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. *See* AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed Jul 21, 2017

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

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

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

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

(a)

- ☒ NRAP 3A(b)(1)
- ☐ NRAP 3A(b)(2)
- ☐ NRAP 3A(b)(3)
- ☐ Other (specify)
- ☐ NRS 38.205
- ☐ NRS 233B.150
- ☐ NRS 703.376

(b) Explain how each authority provides a basis for appeal from the judgment or order:
The motion for summary judgment was a final judgment as between appellant and appellee and was certified pursuant to NRCP 54(b), there being no just reason for delay.

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

(a) Parties:

Wiemin Ma, NV Eagles LLC, Plaintiffs
Bank of America, Amelia Cruz, Erick Cruz, Flagstar Bank FSB, MTC Financial Inc., Defendants
Alessi and Koenig LLC, Arbor Park Community Association, Cross-defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Flagstar Bank FSB - Dismissed pursuant to NRCP 41 01/13/2014
Amelia Cruz, Erick Cruz - Dismissed 02/21/2014
NV Eagles LLC - removed by substitution of party in favor of Weimin Ma
MTC Financial Inc. was not served.
Alessi and Koenig LLC and Arbor Park Community Assocation - cross-defendants not involved in appeal.

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

Wieman Ma claimed quiet title and unjust enrichment and sought an injunction against Bank of America N.A. and other defendants. These claims were disposed of by MSJ entered on 6/9/2017 with an order for entry of final judgment 6/23/2017.
Bank of America filed cross claims for Unjust Enrichment, Tortious Interference with Contractual Relations, Breach, and Wrongful Foreclosure against Alessi Koenig and the HOA which were stayed on 6/23/2017.

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

☐ Yes

☒ No

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

(a) Specify the claims remaining pending below:
The cross claims between Bank of America, Alessi Koenig, and the HOA were stayed by order entered 6/23/2017.

(b) Specify the parties remaining below:
Bank of America, Alessi Koenig, and Arbor Park Community Assocation

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☒ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☒ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):
N/A. Certified prusuant to NRCP 54(b).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

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

Weimin Ma
Name of appellant

Timothy A. Wiseman
Name of counsel of record

Aug 11, 2017
Date

Signature of counsel of record

Nevada, Clark County
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 14th day of August, 2017, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Darren T. Brenner & Tenesa S. Scaturro
1160 Town Center Drive, Suit 330
Las Vegas, Nevada 89144

Dated this 14th day of August, 2017

Signature

TABLE OF CONTENTS TO DOCKETING STATEMENT

Exhibit	Document
1	First Amended Complaint
2	Defendant Bank of America, N.A.'s Amended Answer to Plaintiff's Amended Complaint and Cross-claims Against the Arbor Park Community Association and Alessi & Koenig, LLC
3	Arbor Park Community Association and Alessi & Koenig, LLC's Answer to Bank of America, N.A.'s Cross-claims
4	Stipulation and Order for Dismissal with Prejudice
5	Notice of Voluntary Dismissal
6	Order Granting Defendant Bank of America N.A.'s Motion for Summary Judgement and Denying Arbor Park Community Association's Motion for Summary Judgement as Moot
7	Stipulation and Order for Entry of Final Judgment and to Stay Bank of America's Cross-claims against Cross-defendants
8	Notice of Entry of Order Granting Defendant Bank of America N.A.'s Motion for Summary Judgement and Denying Arbor Park Community Association's Motion for Summary Judgement as Moot
9	Notice of Entry of Stipulation and Order for Entry of Final Judgment and to Stay Bank of America's Cross-claims against Cross-defendants

EXHIBIT 1

ACOM
JOHN HENRY WRIGHT
Nevada Bar No. 6182
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Las Vegas, Nevada 89102
Telephone: (702) 405-0001
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Email: john@wrightlawgroupnv.com
Attorney for NV EAGLES, LLC

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES LLC, a Nevada Limited Liability Company, Plaintiff, vs. FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ,, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX, Defendants.	CASE NO. A-13-691901-C DEPT. NO. XXXI **Exempt from Arbitration: Concerns Title to Real Property**

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FIRST AMENDED COMPLAINT

Plaintiff NV EAGLES, LLC, a Nevada Corporation ("Plaintiff") files its complaint and alleges against above-named defendants as follows:

I. Parties

1. Plaintiff is a Nevada Limited Liability Company with its principal place of business in Clark County, Nevada and the current title owner of the property commonly known as **5430 Dianthus Court, Henderson, NV** 89031, APN # 124-31-114-151 (the "Property").

2. Upon information and belief, Defendant Flagstar Bank, FSB, a Michigan corporation ("Flagstar"), may claim an interest in the Property via a deed of trust securing a loan originated by Flagstar in 2005.

2a. Upon information and belief, Defendant Bank of America, N.A. ("BOA") is a national

banking association and may claim an interest in the Property.

2b. Upon information and belief, Defendant MTC Financial Inc. dba Trustee Corps., ("MTC") is an California corporation, is representing itself as a Trustee of the Deed of Trust recorded on January 31, 2013 at instrument No. 20130131:03498 with the Clark County Recorder, State of Nevada.

3. Upon information and belief, Defendant Erick Cruz ("Erick"), is and/or was a Nevada resident and former title owner to the Property.

4. Upon information and belief, Defendant Amelia B. Cruz ("Amelia"), is and/or was a Nevada resident and former title owner to the Property.

5. Upon information and belief, each of the defendants sued herein as DOES I through X, inclusive claim an interest in the Property or are responsible in some manner for the events and action that plaintiff seeks to enjoin; that when the true names capacities of such defendants become known, plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities and capacities together with proper charges and allegations.

6. Upon information and belief, each of the defendants sued herein as ROES CORPORATIONS I through X, inclusive claim an interest in the Property or are responsible in some manner for the events an happenings herein that plaintiff seeks to enjoin; that when the true names capacities of such defendants become known, plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities and capacities together with proper charges and allegations.

II. General Allegations

Plaintiff Acquired Title to the Property through Foreclosure of an Association Lien with Super Priority Amounts

7. The Property was acquired by Underwood Partners, LLC on April 22, 2013, through a Quitclaim Deed upon sale by the Arbor Park Community Association through its' agent, CAMCO, (the "Association") which held title through a valid a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* ("Association foreclosure sale")

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occurring on or about January 25, 2012..

8. On or about January 31, 2012, the resulting foreclosure deed was recorded in the Official Records of the Clark County Recorder as Instrument Number 201201310001703 ("Foreclosure Deed").

9. On or about October 18, 2013, Underwood sold its interest to Plaintiff by Grant, Bargain, Sale Deed recorded at instrument number 201310180001175. Since the purchase from the Association, Underwood and Plaintiff have expended additional funds and resources in relation to the Property.

10. The foreclosure sale was conducted by the Association pursuant to the powers conferred by the Nevada Revised Statutes 116.3116, 116.31162-116.31168, the Association's governing documents (CC&R's) and a Notice of Delinquent Assessments, recorded on August 20, 2010 in the Official Records of the Clark County Recorder as Instrument Number 201008200001528 ("Association Lien").

11. As recited in the Foreclosure Deed, the Association foreclosure sale complied with all requirements of law, including but not limited to, recording and mailing of copies of Notice of Delinquent Assessments and Notice of Default, and the recording, posting and publication of the Notice of Sale.

12. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens and encumbrances of unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

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13. NRS 116.3116(2) further provides that a portion of the Association Lien, up to a maximum of nine months, has priority over even a first security interest [first deed of trust] in the Property:

> [the Association Lien] is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]

14. Upon information and belief, the Association took the necessary action to trigger the super-priority portion of the Association Lien.

15. Upon information and belief, no party still claiming an interest in the Property recorded a lien or encumbrance prior to the declaration creating the Association.

16. Upon information and belief, Plaintiff's bid on the Property was in excess of the amount necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

17. Upon information and belief, the Association or its agent distributed or should have distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

18. Upon information and belief, Defendants had actual or constructive notice of the requirement to pay assessments to the Association and of the Association Lien.

19. Upon information and belief, Defendants had actual or constructive notice of the Association's foreclosure proceedings.

20. Upon information and belief, prior to the Association foreclosure sale, no individual or entity paid the full amount of delinquent assessments described in the Notice of Default.

21. Upon information and belief, Flagstar, BOA and/or MTC had actual or constructive notice of the super priority portion of the Association Lien.

22. Upon information and belief, Flagstar, BOA and/or MTC knew or should have known that its interest in the Property could be extinguished through foreclosure if it failed to cure the

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super-priority portion of the Association Lien representing 9 months of assessments for common expenses based on the periodic budget adopted by the association which would have become due in the absence of acceleration for the relevant time period.

23. Upon information and belief, prior to the Association foreclosure sale, no individual or entity paid the super priority portion of the Association Lien representing 9 months of assessments for common expenses based on the periodic budget adopted by the association which would have become due in the absence of acceleration for the relevant time period.

24. Pursuant to NRS 116.31166, the foreclosure sale vested title in Plaintiff "without equity or right of redemption," and the Foreclosure Deed is conclusive against the Property's "former owner, his or her heirs and assigns, and **all other persons**."

Interests, Liens and Encumbrances Extinguished by the Super-Priority Association Lien

25. Upon information and belief, Erick and Amelia obtained title to the Property as joint tenants through a Grant Bargain Sale Deed in October of 2002.

26. The Property was financed through Flagstar in or around August of 2005. Flagstar recorded a deed of trust against the Property in the Official Records of the Clark County Recorder as Instrument No. 200508310006582 ("First Deed of Trust").

27. Upon information and belief, the Association was formed and its declaration of CC&Rs was recorded in the Official Records of the Clark County Recorder before the First Deed of Trust was recorded.

28. Upon information and belief, Flagstar, BOA and/or MTC had actual or constructive notice of the Association Lien and NRS 116.3116 before it funded the loan secured by the First Deed of Trust.

29. On or about December 30, 2011, a Notice of Default and Election To Sell Real Property to Satisfy Assessment Lien was recorded at 201112300003376 stating that the Property would be sold at a public auction. Said Auction occurred on January 25, 2012.

30. Defendants Erick and Amelia's ownership interests in the Property were extinguished by the foreclosure of the Association Lien.

31. Defendants Flagstar, BOA and/or MTC's security interest in the Property, if any, was

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extinguished by the foreclosure of the Association Lien.

III. FIRST CLAIM FOR RELIEF

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, *et. seq.*, NRS 40.10 & NRS 116.3116)

32. Plaintiff repeats and realleges the allegations of paragraphs 1-32 as though fully set forth herein and incorporates the same by reference.

33. Pursuant to NRS 30.010, *et. seq*. and NRS 40.10, this Court has the power and authority to declare the Plaintiff's rights and interests in the Property and to resolve the Defendants' adverse claims in the Property.

34. Plaintiff acquired the Property on January 25, 2012 through the successful bid of the Association at the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq*. and the resulting Trustee's Deed Upon Sale vesting title to the Association was recorded on January 31, 2012, with the sale to Underwood occurring on April 22, 2013 and the Grant, Bargain, Sale Deed to Plaintiff being recorded on October 18, 2013.

35. Upon information and belief, Defendants Flagstar, BOA and/or MTC may claim an interest in the Property through the First Deed of Trust even after the Association foreclosure sale.

36. Upon information and belief, Defendants Erick and Amelia, as former owners of the Property may claim an ownership interest in the Property.

37. A foreclosure sale conducted pursuant to NRS 116.31162-116.31168, like all foreclosure sales, extinguishes the title owner's interest in the Property and all junior liens and encumbrances, including deeds of trust.

38. Pursuant to NRS 116.3116(2), the super-priority portion of the Association Lien has priority over the First Deed of Trust.

39. Defendants were duly notified of the Association foreclosure sale and failed to act to protect their interests in the Property, if any legitimately existed.

40. Plaintiff is entitled to a declaratory judgment from this Court finding that: (1) Plaintiff is the title owner of the Property; (2) the Foreclosure Deed is valid and enforceable; (3) the

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Association foreclosure sale extinguished Defendants' ownership and security interests in the Property; and (4) Plaintiff's rights and interest in the Property are superior to any adverse interest claimed by Defendants.

41. Plaintiff seeks an order from the Court quieting title to the Property in favor of Plaintiff.

IV. SECOND CLAIM FOR RELIEF

(Unjust Enrichment)

42. Plaintiff repeats and realleges the allegations of paragraphs 1- 42 as though fully set forth herein and incorporate the same by reference.

43. Plaintiff has expended funds and resources in connection with the acquisition and maintenance of the Property.

44. Defendants have benefitted or will benefit from the funds and resources expended by Plaintiff, including, but not limited to excess proceeds distributed after the Association foreclosure sale.

45. If Plaintiff does not maintain title to and possession of the Property, Defendants will have been unjustly enriched by the funds and resources expended by Plaintiff.

46. Plaintiff will be damaged if Defendants retain the benefit of the funds and resources expended by Plaintiff.

47. Plaintiff has been required to hire attorneys to protect its rights in the Property and to pursue this action.

48. Plaintiff is entitled to general and special damages in excess of $10,000.00.

V. THIRD CLAIM FOR RELIEF

(Preliminary and Permanent Injunction)

49. Plaintiff repeats and realleges the allegations of paragraphs 1-49 as though fully set forth herein and incorporate the same by reference.

50. Plaintiff properly acquired title to the Property at the Association foreclosure sale on January 25, 2012.

51. Defendants Flagstar, BOA and/or MTC may claim that it maintained an interest in the Property through the First Deed of Trust which was extinguished by the Association

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foreclosure sale.

52. Defendants Erick and Amelia may claim an ownership interest in the Property.

53. A foreclosure sale based on the First Deed of Trust is invalid as Defendants Flagstar, BOA and/or MTC lost its interest in the Property, if any, at the Association foreclosure sale.

54. Any sale or transfer of title to the Property by Defendants would be invalid because their interest in the Property, if any, was extinguished by the Association foreclosure sale.

55. Any attempt to take or maintain possession of the Property by Defendants would be invalid because Defendants' interest in the Property, if any, was extinguished by the Association foreclosure sale.

56. Any attempt to sell, transfer, encumber or otherwise convey the Property by the Defendants would be invalid because Defendants' interest in the Property, if any, was extinguished by the Association foreclosure sale, including any attempt to re-key the doors to the Property or seek summary eviction of any person(s) residing therein or communicating therewith.

57. On the basis of the facts described herein, Plaintiff has a reasonable probability of success on the merits of its claims and has no other adequate remedies at law.

58. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting Defendants from beginning or continuing any eviction proceedings that would affect Plaintiff's possession of the Property.

59. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting Defendants from any sale or transfer that would affect the title to the Property.

60. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting Defendants from communicating with or harassing any person(s) residing at the Property or taking any action to claim ownership or possession including attempting to re-key or change the locks at the Property.

VI. PRAYER FOR RELIEF

Plaintiff requests judgment against Defendants as follows:

1. For a declaration and determination that NV EAGLES, LLC is the rightful owner of title to the Property, and that Defendants be declared to have no right, title or interest in the

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Property

2. For a preliminary and permanent injunction that Defendants, their successors, assigns and agents are prohibited from initiating or continuing foreclosure proceedings, and from selling, encumbering or transferring the Property;

3. For a preliminary and permanent injunction that Defendants, their successors, assigns and agents are prohibited from initiating or continuing communications with any person(s) residing at the Property or taking any action to possess or claim ownership in the Property including, but not limited to re-keying or changing the locks at the Property;

4. For general and special damages in excess of $10,000.00

5. For an award of attorney's fees and costs of suit; and

6. For any further relief that the Court may deem just and proper.

Dated this 3rd day of January, 2014.

THE WRIGHT LAW GROUP, PC

JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
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EXHIBIT 2

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AANS
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Attorneys for Bank of America, N.A.

EIGHTH DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES, LLC, a Nevada Limited Liability Company,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

Case No.: A-13-691901-C
Dept. No.: XXXI

DEFENDANT BANK OF AMERICA, N.A.'S AMENDED ANSWER TO PLAINTIFF'S AMENDED COMPLAINT AND CROSS-CLAIMS AGAINST THE ARBOR PARK COMMUNITY ASSOCIATION AND ALESSI & KOENIG, LLC

Defendant Bank of America, N.A. (**BANA**) amends its answer to Plaintiff NV Eagles, LLC's (**Plaintiff**) Amended Complaint and states as follows:

1. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 1 and 2 of the FAC and denies each such allegation on that basis.

2. Answering paragraph 2(a) of the FAC, BANA admits that it is a national banking association and that it claims an interest in the property located at 5430 Dianthus Court, North Las Vegas, NV 89031.

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3. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 2(b) of the FAC and denies each such allegation on that basis.

4. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 3, 4, 5 and 6 of the FAC and denies each such allegation on that basis.

5. Answering paragraph 7 of the FAC, BANA states that the document referenced therein speaks for itself. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 7 of the FAC and denies each such allegation on that basis.

6. Answering paragraph 8 of the FAC, BANA states that the document referenced therein speaks for itself. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 8 of the FAC and denies each such allegation on that basis.

7. Answering paragraph 9 of the FAC, BANA states that the document referenced therein speaks for itself. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 9 of the FAC and denies each such allegation on that basis.

8. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 10, 11, 12 and 13 of the FAC and denies each such allegation on that basis.

9. BANA denies the allegations set forth in paragraph 14 of the FAC.

10. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 15, 16, 17, 18, 19 and 20 of the FAC and denies each such allegation on that basis.

11. BANA denies the allegations set forth in paragraphs 21, 22, 23 and 24 of the FAC.

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12. Answering paragraphs 25 and 26 of the FAC, BANA states that the documents referenced herein speak for themselves. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraphs 25 and 26 of the FAC and denies each such allegation on that basis.

13. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 27 and 28 of the FAC and denies each such allegation on that basis.

14. Answering paragraph 29 of the FAC, BANA states that the document referenced herein speaks for itself. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 29 of the FAC and denies each such allegation on that basis.

15. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 30 of the FAC and denies each such allegation on that basis.

16. BANA denies the allegations set forth in paragraph 31 of the FAC.

17. Answering the allegations contained in paragraph 32 of the FAC, BANA incorporates by reference its responses to paragraphs 1 through 31 of the FAC as if set forth in full herein.

18. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 33 of the FAC and denies each such allegation on that basis.

19. Answering paragraph 34 of the FAC, BANA states that the documents referenced herein speaks for themselves. BANA lacks sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 34 of the FAC and denies each such allegation on that basis.

20. Answering paragraph 35 of the FAC, BANA admits that it claims an interest in the property located at 5430 Dianthus Court, North Las Vegas, NV 89031. BANA lacks sufficient

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knowledge or information to admit or deny the remaining allegations set forth in paragraph 35 of the FAC and denies each such allegation on that basis.

21. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 36 of the FAC and denies each such allegation on that basis.

22. BANA denies the allegations set forth in paragraph 37 of the FAC.

23. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 38 of the FAC and denies each such allegation on that basis.

24. BANA denies the allegations set forth in paragraphs 39 and 40 of the FAC.

25. Answering the allegations set forth in paragraph 41 of the FAC, BANA admits plaintiff is seeking the identified relief, but denies that plaintiff is entitled to that relief.

26. Answering the allegations contained in paragraph 42 of the FAC, BANA incorporates by reference its responses to paragraphs 1 through 41 of the FAC as if set forth in full herein.

27. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 43 of the FAC and denies each such allegation on that basis.

28. BANA denies the allegations set forth in paragraphs 44, 45, 46, 47 and 48 of the FAC.

29. Answering the allegations contained in paragraph 49 of the FAC, BANA incorporates by reference its responses to paragraphs 1 through 48 of the FAC as if set forth in full herein.

30. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 50 of the FAC and denies each such allegation on that basis.

31. Answering paragraph 51 of the FAC, BANA admits that it claims an interest in the property located at 5430 Dianthus Court, North Las Vegas, NV 89031, and denies that the First Deed of Trust was or has been extinguished. BANA lacks sufficient knowledge or information to

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admit or deny the remaining allegations set forth in paragraph 51 of the FAC and denies each such allegation on that basis.

32. BANA lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraph 52 of the FAC and denies each such allegation on that basis.

33. BANA denies the allegations set forth in paragraphs 53, 54, 55, 56, 57, 58, 59 and 60 of the FAC.

WHEREFORE, BANA prays for the following:

1. That plaintiff takes nothing by way of his complaint;

2. For attorney's fees and costs of defending this action; and

3. For such other and further relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state claims upon which relief may be granted.

2. The foreclosure sale at issue cannot eliminate a senior deed of trust under NRS 116.311635 and NRS 21.130.

3. The foreclosure sale at issue cannot eliminate a senior deed of trust because it was commercially unreasonable.

4. BANA acted in good faith at all times.

5. Due to plaintiff's own actions, plaintiff is estopped from asserting the claims in the FAC.

6. Plaintiff's claims may be barred by applicable limitations on actions, including the statute of limitations.

7. The liability, if any, of BANA must be reduced by the percentage of fault of plaintiff and others.

8. Plaintiff's claims and causes of action are barred, in whole or in part, due to plaintiff's failure to mitigate, minimize, or otherwise avoid its alleged damages.

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9. Plaintiff's claims are barred because any injury it suffered was the result of the actions of an intervening superseding cause over which BANA had no control.

10. Plaintiff's claims are barred pursuant to the laches doctrine.

11. Plaintiff's damages, if any, were not caused by any negligence or want of care by BANA but were caused by third parties over which BANA had no control.

12. Any act or omission on the part of BANA was not the proximate cause of the alleged injuries or damages, if any, sustained by plaintiff.

13. The liability of BANA, if any, is several and not joint and several, and based upon each defendant's own acts and not the acts of others.

14. BANA owed no duty to the plaintiff.

15. BANA did not breach any duty, if any, owed to plaintiff.

16. BANA was unaware of any wrongdoing by any other defendants.

17. Plaintiff did not justifiably or reasonably rely on any representation made by BANA.

18. Plaintiff has waived any claims against BANA.

19. Plaintiff has released any claims against BANA.

20. Plaintiff has failed to do equity.

21. Plaintiff acted with unclean hands.

22. BANA did not make any false representations to plaintiff.

23. No agents of BANA made any misrepresentations to plaintiff.

24. Plaintiff's claims are barred because BANA tendered the purported super-priority lien amount before the foreclosure sale at issue occurred.

25. BANA reserves the right to assert additional affirmative defenses that become apparent during discovery.

26. Plaintiff lacks standing to bring some or all of its claims and causes of action.

27. BANA was not provided proper notice of the "super-priority" assessment amounts and the homeowner association foreclosure sale, and any such notice provided to BANA failed to comply with the statutory and common law requirements of Nevada and with state and federal constitutional law.

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28. BANA denies that plaintiff is entitled to any relief for which he prays.

29. The homeowner association foreclosure sale is void for failure to comply with the provisions of NRS Chapter 116, and other provisions of law.

CROSS-CLAIMS

BANA, by and through its attorneys of record, hereby files these cross-claims against The Arbor Park Community Association (**HOA**) and Alessi & Koenig, LLC (**Alessi**) and states as follows:

GENERAL ALLEGATIONS

1. Under Nevada law, homeowners' associations have the right to charge property owners residing within the community assessments to cover the homeowners' association's expenses for maintaining or improving the community, among other things.

2. When these assessments are not paid, the homeowners' association may both impose and foreclose on a lien.

3. A homeowners' association may impose a lien for "any penalties, fees, charges, late charges, fines and interest charged" under NRS 116.3102(1)(j)-(n). NRS 116.3116(1).

4. NRS 116.3116 makes a homeowners' association lien for assessments junior to a first deed of trust beneficiary's secured interest in the property, with one limited exception: a homeowners' association lien is senior to a first deed of trust beneficiary's secured interest "to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]" NRS 116.3116(2)(c).

48. According to the Nevada Supreme Court's recent decision in *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (Nev. 2014), if a homeowner's association properly forecloses on its super-priority lien, it can extinguish a first deed of trust. However, the HOA's foreclosure in this case did not extinguish BANA's deed of trust because the foreclosure did not comply with

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Nevada law and was commercially unreasonable as a matter of law. To deprive BANA of its deed of trust under the circumstances of this case would deprive it of its due process rights.

The Deed of Trust and Assignment

6. On or about August 31, 2005, Defendants Erick and Amelia Cruz (collectively, **Borrowers**) executed a note to finance the purchase of real property located at 5430 Dianthus Ct., North Las Vegas, Nevada 89031 (the **Property**), which was secured by a Deed of Trust in favor of St Mortgage for $222,400.00. **Exhibit A**.

7. This Deed of Trust was subsequently assigned to Countrywide Bank, FSB, who recorded a Corporate Assignment of Deed of Trust Nevada on August 30, 2007. **Exhibit B**. Bank of America, N.A. is successor by merger to Countrywide Bank, N.A., f/k/a Countrywide Bank, FSB.

The HOA Lien and Foreclosure

8. Upon information and belief, Borrowers failed to pay the HOA all amounts due to it. Accordingly, on August 20, 2010, Alessi, as agent for the HOA, recorded a Notice of Delinquent Assessment (Lien). The Lien stated the amount due to the HOA was $1,642.90, which included assessments, dues, interests, and fees in the amount of $1,592.90. A true and correct copy of the Lien is attached as **Exhibit C**. The Lien neither identifies the super-priority amount claimed by the HOA, nor describes the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

9. On December 2, 2010, the HOA, through its agent Alessi, recorded a Notice of Default and Election to Sell to Under Homeowners Association Lien. The Notice stated the amount due to the HOA was $2,524.80, which included assessments, dues, interest, and fees. A true and correct copy of the Notice of Default is attached as **Exhibit D**. The Notice of Default neither identifies the super-priority amount claimed by the HOA, nor describes the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

10. On May 2, 2011, the HOA, through Alessi, recorded a Notice of Trustee's Sale, stating the total amount due to the HOA was $3,829.27 and setting the sale for July 13, 2011. A true and correct copy of the Notice is attached as **Exhibit E**. The Notice of Sale neither identifies the

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super-priority amount claimed by the HOA, nor describes the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

11. On June 13, 2011, Alessi recorded a second Notice of Trustee's Sale on behalf of the HOA, again setting the sale date for July 13, 2011. **Exhibit F.** This notice was recorded twice on the same day. **Exhibit G.** The Notices of Sale neither identify the super-priority amount claimed by the HOA, nor describe the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

12. On August 3, 2011, BANA's counsel sent a letter to Alessi, enclosing a check for $486.00, which represented full tender of the super-priority lien. **Exhibit H.**

13. On December 15, 2011, Alessi replied to BANA's counsel and indicated that it accepted the $486.00 check from BANA. **Exhibit I.** This correspondence also demanded payment in the amount of $20,299.40 made out to Alessi & Koenig, LLC for a release of the HOA's lien. *Id.*

14. On December 30, 2011, Alessi recorded a third Notice of Trustee's Sale, setting a sale date of January 25, 2012. **Exhibit J.**

15. The HOA only identified the amount of the alleged lien that was for late fees, interest, fines/violations, or collection fees/costs in the Notice of Delinquent Assessment (Lien).

16. The HOA did not specify in any of the recorded documents whether it was foreclosing on the super-priority portion of its lien, if any, or on the sub-priority portion of its lien.

17. The HOA did not specify in any of the recorded documents that BANA's interest in the Property would be extinguished by the HOA foreclosure.

18. After accepting BANA's tender payment of the full super-priority amount, the HOA, through Alessi, non-judicially foreclosed on the Property, selling the Property to the HOA on January 25, 2012 for $21,884.61. A true and correct copy of the Trustee's Deed Upon Sale is attached as **Exhibit K**.

19. Alessi's sale of the HOA's interest in the Property for less than 10% of the value of the senior Deed of Trust, and, on information and belief, for a similarly diminutive percentage of the Property's fair market value, is commercially unreasonable and not in good faith as required by NRS 116.1113.

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20. Both the HOA and Alessi were aware prior to the sale of a split among Nevada courts concerning their ability to eliminate BANA's first Deed of Trust by foreclosing, and proceeded to sell the Property for an extremely depressed price due to the legal uncertainty.

21. This foreclosure sale was commercially unreasonable because the manner in which Alessi conducted the sale, including the notices it provided, the legal uncertainty concerning the effect of the sale, and other circumstances surrounding the sale, was not calculated to attract proper perspective purchasers, and thus could not promote an equitable sales price of the Property.

22. Alessi's foreclosure sale was invalid and did not extinguish BANA's first Deed of Trust because BANA's tender of the super-priority amount extinguished any super-priority lien held by the HOA.

23. Alessi's foreclosure sale was commercially unreasonable because, even if BANA's tender did not accurately calculate the entire super-priority amount of HOA's lien, such mistake was caused by Alessi's refusal to accurately define the amount of the HOA's super-priority lien.

FIRST CAUSE OF ACTION
(Unjust Enrichment Against the HOA)

24. BANA repeats and re-alleges the preceding paragraphs as though set forth fully herein and incorporates the same by reference.

25. Under NRS 116.3116(2), a homeowner's association's lien is split into two pieces: one which has super-priority, and another which is subordinate to the first deed of trust.

26. The portion of the lien with super-priority consists of only the last nine months of assessments for common expenses incurred prior to the institution of an action to enforce the lien. The remainder of a homeowner's association's lien is subordinate to a first deed of trust.

27. Prior to the foreclosure sale, BANA obtained the super-priority amount from Alessi in an attempt to tender payment of this amount to protect its interest in the Property.

28. BANA, through Miles Bauer, tendered $486.00 to Alessi in an attempt to satisfy the super-priority portion of the HOA's lien to protect BANA's first Deed of Trust. This amount was equal to the last nine months of HOA assessments; the full amount the HOA could claim had super-priority over BANA's first Deed of Trust.

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29. Alessi, as agent for the HOA, accepted BANA's tender of the super-priority amount.

30. Notwithstanding accepting BANA's tender, Alessi foreclosed on the Property. This allowed the HOA to purchase the property at its own foreclosure sale for $21,884.61, less than 10% of the original amount of the senior deed of trust.

31. By foreclosing on the Property after accepting BANA's tender of the super-priority amount, the HOA was unjustly enriched in an amount at least equal to the difference between the true super-priority portion of its lien and the amount the HOA actually recovered from the foreclosure proceeds.

32. BANA is entitled to a reasonable amount of the benefits obtained by the HOA based on a theory of unjust enrichment.

33. BANA was required to retain an attorney to prosecute this action, and is therefore entitled to collect its reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION
(Unjust Enrichment Against Alessi, the HOA Trustee)

34. BANA repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

35. By foreclosing on the property after accepting BANA's tender of the full super-priority amount necessary to prevent foreclosure, Alessi provided itself with the opportunity to perform many additional services relating to the foreclosure on behalf of the HOA.

36. Consequently, Alessi has been unjustly enriched by foreclosing in bad faith after accepting BANA's tender of the full super-priority amount. Alessi has been unjustly enriched in an amount at least equal to Alessi's charges for services rendered after BANA tendered; services that would have been unnecessary if Alessi had accepted the tender.

37. BANA is entitled to a reasonable amount of the benefits obtained by Alessi based on a theory of unjust enrichment.

38. BANA was required to retain an attorney to prosecute this action, and is therefore entitled to collect its reasonable attorney's fees and costs.

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THIRD CAUSE OF ACTION

(Tortious Interference with Contractual Relations Against the HOA and Alessi)

39. BANA repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

40. On August 24, 2005, Borrowers executed a Deed of Trust of trust in favor of St. Mortgage. This Deed of Trust was subsequently assigned to Countrywide Bank, FSB, via a Corporate Assignment of Deed of Trust Nevada on August 30, 2007. Bank of America, N.A. is successor by merger to Countrywide Bank, N.A., f/k/a Countrywide Bank, FSB.

41. On December 2, 2010, Alessi, as agent for the HOA, recorded a Notice of Default and Election to Sell Under Homeowners Association Lien, stating the Borrowers owed $2,524.80 in assessments, dues, interest, and fees.

42. In an effort to protect its first Deed of Trust, BANA, through counsel at Miles Bauer, reached out to Alessi to obtain a payoff ledger, seeking to determine the portion of the HOA's lien which had super-priority over BANA's first Deed of Trust.

43. BANA offered a tender payment of $486.00 to Alessi. This amount was equal to the last nine months of delinquent assessments—the maximum amount the HOA could claim had super-priority over BANA's first Deed of Trust. Alessi accepted BANA's tender payment.

44. Even after accepting this tender, the HOA, through Alessi, foreclosed on the Property. The HOA sold the Property to itself for $21,884.61, less than 10% of the original amount of the senior deed of trust.

45. The HOA's decision to foreclose on the Property after accepting BANA's tender payment—which should have prevented foreclosure—was designed to disrupt the contractual relationship between BANA and Borrowers by extinguishing BANA's first Deed of Trust.

46. The HOA and Alessi's foreclosure allowed the HOA to recover the full value of its delinquent assessment lien rather than just the amount of the lien with super-priority over BANA's first Deed of Trust.

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47. While Alessi's acceptance of tender and subsequent foreclosure sale allowed the HOA to recover the full value of its lien, it has put the first priority position of BANA's Deed of Trust with an original value of $222,400.00 in dispute.

48. BANA is entitled to an order establishing that its Deed of Trust is the senior lien encumbering the Property or, in the alternative, monetary damages equal to the value secured by its first Deed of Trust that was purportedly extinguished as a direct result of the HOA and Alessi's intentional acts.

49. BANA was required to retain an attorney to prosecute this action, and is therefore entitled to collect its reasonable attorney's fees and costs.

FOURTH CAUSE OF ACTION
(Breach of the Duty of Good Faith Against the HOA and Alessi)

50. BANA repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

51. NRS 116.1113 provides that every duty governed by NRS 116, the Common-Interest Ownership Uniform Act, must be performed in good faith.

52. Prior to the foreclosure of the Property, BANA tendered the full super-priority amount to Alessi. Alessi, acting on behalf of the HOA, accepted payment.

53. After accepting the payment that satisfied the super-priority lien, the HOA determined in bad faith to foreclose on the Property pursuant to NRS 116.

54. This bad-faith foreclosure allowed the HOA to recover the full value of its lien for delinquent assessments, rather than the portion of the lien with priority over BANA's first Deed of Trust. As a result, the first priority position of BANA's Deed of Trust with an original value of $222,400.00 in dispute.

55. BANA is entitled to an order establishing that its Deed of Trust is the senior lien encumbering the Property or, in the alternative, monetary damages equal to the value secured by its first Deed of Trust that was purportedly extinguished as a direct result of the HOA and Alessi's bad-faith foreclosure.

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56. BANA was required to retain an attorney to prosecute this action, and is therefore entitled to collect its reasonable attorney's fees and costs.

FIFTH CAUSE OF ACTION
(Wrongful Foreclosure Against the HOA and Alessi)

57. BANA repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

58. Prior to the HOA's foreclosure sale, BANA tendered the full super-priority amount of the HOA's lien to Alessi. Alessi, acting on behalf of the HOA, accepted this tender.

59. BANA's tender payment extinguished the super-priority portion of the HOA's lien. Consequently, Alessi's foreclosure of the super-priority portion of its lien was wrongful, as the Borrowers were not in default for that portion of the lien.

60. The HOA and Alessi's wrongful foreclosure has put the first priority position of BANA's first Deed of Trust with an original value of $222,400.00 in dispute.

61. BANA is entitled to an order establishing that its Deed of Trust is the senior lien encumbering the Property or, in the alternative, monetary damages equal to the value secured by its first Deed of Trust that was purportedly extinguished as a direct result of the HOA and Alessi's wrongful foreclosure.

62. BANA was required to retain an attorney to prosecute this action, and is therefore entitled to collect its reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Bank of America, N.A. prays for the following:

1. An order establishing BANA's Deed of Trust is the senior lien encumbering the property;

2. An order establishing that the super-priority portion of the HOA's lien is eliminated as a result of the HOA's acceptance of BANA's tender of the full super-priority amount;

3. Judgment in BANA's favor against the HOA for the damages it caused BANA excess of $10,000;

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4. Judgment in BANA's favor against Alessi for the damages it caused BANA in excess of $10,000;

5. Reasonable attorney's fees as special damages and the costs of the suit; and

6. For such other and further relief the Court deems proper.

Dated: June 16, 2015

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 29, 2015 and pursuant to NRCP 5, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **BANK OF AMERICA, N.A.'S AMENDED ANSWER TO PLAINTIFF'S COMPLAINT AND CROSS-CLAIMS AGAINST ARBOR PARK COMMUNITY ASSOCIATION AND ALESSI & KOENIG, LLC** postage prepaid and addressed to:

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EXHIBIT A

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Fee: $36.00
N/C Fee: $0.00

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Requestor:
STEWART TITLE OF NEVADA

Frances Deane HXP
Clark County Recorder Pgs: 23

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

MAIL TAX STATEMENT TO: ST MORTGAGE
7380 W SAHORE, 100, LAS VEGAS, NV 89117.

APN #: 124-31-114-151

50641 BJ

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DEED OF TRUST

V2 WBCD LOAN # [redacted]062 MIN [redacted]

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated AUGUST 24, 2005, together with all Riders to this document.

(B) **"Borrower"** is ERICK CRUZ and AMELIA CRUZ, HUSBAND AND WIFE AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.
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(C) "Lender" is ST MORTGAGE.

Lender is a CORPORATION, organized and existing
under the laws of NEVADA. Lender's address is
7380 W SAHORE, 100LAS VEGAS, NV 89117.

(D) "Trustee" is JOAN H. ANDERSON.

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) **"Note"** means the promissory note signed by Borrower and dated AUGUST 24, 2005. The Note states that Borrower owes Lender ******TWO HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100********** Dollars (U.S. $222,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2035.
(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- [X] Adjustable Rate Rider
- [ ] Balloon Rider
- [ ] 1-4 Family Rider
- [ ] V.A. Rider
- [ ] Condominium Rider
- [X] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [ ] Other(s) [specify]

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) **"Escrow Items"** means those items that are described in Section 3.
(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY
[Type of Recording Jurisdiction] of CLARK [Name of Recording Jurisdiction]:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
APN #: 124-31-114-151

which currently has the address of 5430 DIANTHUS CT, North Las Vegas,
[Street] [City]
Nevada 89031 ("Property Address"):
[Zip Code]

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

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

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Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien

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

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

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

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

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

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

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obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

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of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. N/A.

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

ERICK CRUZ (Seal)

AMELIA CRUZ (Seal)

State of NEVADA
County of CLARK

This instrument was acknowledged before me on August 24, 2005 (date)
by Erick & Amelia Cruz
(name(s) of person(s)).

(Seal, if any)

MARIA MORALES
Notary Public, State of Nevada
Appointment No. 04901061
My Appt. Expires May 17, 2008

(Signature of notarial officer)

Title (and rank):

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EXHIBIT "A"

Parcel I:

Lot Seventy-Two (72) of Amended Plat of Arbor Gate II, as shown by map thereof on file in Book 88 of Plats, Page 56, and by Certificate of Amendment recorded January 25, 2000, in Book 20000125, as Document No. 01196, Official Records in the Office of the County Recorder of Clark County, Nevada.

Parcel II:

An easement of ingress and egress over the private streets and common elements as delineated on the plat of final map of Arbor Gate II.

V2 WBCD LOAN # [redacted]062
MIN: [redacted]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24TH day of AUGUST, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ST MORTGAGE, A NEVADA CORPORATION

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 5430 DIANTHUS CT, North Las Vegas, NV 89031.

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

The Property is a part of a planned unit development known as ARBOR GATE 2

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards

Initials: [signature]

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included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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

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

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V2 WBCD LOAN # [redacted]062

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

_____(Seal)
ERICK CRUZ

_____(Seal)
AMELIA CRUZ

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V2 WBCD LOAN # [redacted]062

ADJUSTABLE RATE RIDER
(LIBOR One-Month Index (As Published In The Wall Street Journal)- Payment and Rate Caps)

MIN: [redacted]

THIS ADJUSTABLE RATE RIDER is made this 24TH day of AUGUST, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ST MORTGAGE, A NEVADA CORPORATION

("Lender")

of the same date and covering the property desoribed in the Security Instrument and located at: 5430 DIANTHUS CT, North Las Vegas, NV 89031
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THE NOTE.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST
(A) Interest Rate
Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000%. The interest rate I will pay may change.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates
The interest rate I will pay may change on the 1ST day of OCTOBER, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date.

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(C) Interest Rate Limit
My interest rate will never be greater than 9.950% or less than 2.500%.

(D) Index
Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in **The Wall Street Journal.** The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(E) Calculation of Interest Rate Changes
Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage point(s) (2.500%) to the Current Index. Subject to the limit stated in Section 2(C) above, the result of this addition will be my new interest rate until the next Interest Rate Change Date.

3. PAYMENTS

(A) Time and Place of Payments
I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on OCTOBER 1, 2005, I will make these payments every 1ST month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on SEPTEMBER 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
7380 W SAHORE
100
LAS VEGAS, NV 89117
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Each of my initial monthly payments will be in the amount of U.S. $715.33. This amount may change.

(C) Payment Change Dates
My monthly payment may change as required by Section 3(D) below beginning on the 1ST day of OCTOBER, 2006, and on that day every 12TH month

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thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the Maturity Date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new monthly payment will be in the amount of the Full Payment, except that my new monthly payment will be limited to an amount that will not be more than 7.5% greater than the amount of my last monthly payment due before the Payment Change Date.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder also will add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to Principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to 115.000% of the Principal amount I originally borrowed. Because of my paying only limited monthly payments, the addition of unpaid interest to my unpaid principal under Section 3(E) above could cause my unpaid principal to exceed that maximum amount when interest rates increase. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be sufficient to repay my then unpaid principal in full on the Maturity Date in substantially equal installments at the interest rate effective during the preceding month.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my

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monthly payment changes again. I also will begin paying the Full Payment as my monthly payment on the final Payment Change Date.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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V2 WBCD LOAN # [redacted]062

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

ERICK CRUZ (Seal)

AMELIA CRUZ (Seal)

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EXHIBIT B

20070830-0003536

Fee: $14.00
N/C Fee: $25.00

08/30/2007 13:52:43
T20070156666
Requestor:
FIDELITY NATIONAL DEFAULT SOLUTIONS TU
Debbie Conway KGP
Clark County Recorder Pgs: 1

RECONTRUST COMPANY, N.A.
AND WHEN RECORDED MAIL DOCUMENT TO:
Countrywide Home Loans, Inc
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065

apn-124-31-114-151

TS No. 07-17031
TITLE ORDER#: G709462

YG.

CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:
COUNTRYWIDE BANK, FSB

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 08/24/2005, EXECUTED BY: ERICK CRUZ AND AMELIA CRUZ, HUSBAND AND WIFE AS JOINT TENANTS..TRUSTOR: TO JOAN H. ANDERSON, TRUSTEE AND RECORDED AS INSTRUMENT NO. 6581 ON 08/31/2005, IN BOOK 20050831, PAGE N/A, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF CLARK COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: August 25, 2007

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: Texas)
County of: Dallas)

BY: _____
~~Kristian E. Gardner~~, Assistant Secretary
Amy Lucas

On August 25, 2007 before me Charisse Avery, personally appeared Amy Lucas, know to me (or proved to me on the oath of ~~or through~~) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Witness my hand and official seal.

C.A

Charisse Avery
Notary Public's Signature

CHARISSE AVERY
My Commission Expires
December 4, 2010

CHARISSE AVERY
My Commission Expires
December 4, 2010

Form nvasgn (08/06)

EXHIBIT C

Inst #: 201008200001528
Fees: $14.00
N/C Fee: $0.00
08/20/2010 09:46:04 AM
Receipt #: 472402
Requestor:
JUNES LEGAL SERVICES
Recorded By: SUO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 100
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 124-31-114-151 Trustee Sale # **19707-5430**

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Arbor Park Community Association HOA** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5430 Dianthus Ct. , North Las Vegas, NV 89031** and more particularly legally described as: **Lot 72** Book **88** Page **56** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **Erick & Amelia Cruz**

The mailing address(es) is: **1827 W. Gowan Rd. #2070, N. Las Vegas, NV 89032**

The total amount due through today's date is: **$1,642.90**. Of this total amount **$1,592.90** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **$50.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **August 3, 2010**

By: _____
Naomi Eden – Legal Assistant
Alessi & Koenig, LLC on behalf of **Arbor Park Community Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me **August 3, 2010**

(Seal)

ROBERT M. ALESSI
Notary Public State of Nevada
No. 04-[illegible]64-1
My appt. exp. Aug. 24, 2010

(Signature)
NOTARY PUBLIC

EXHIBIT D

Inst #: 201012020002128
Fees: $14.00
N/C Fee: $0.00
12/02/2010 09:33:20 AM
Receipt #: 598530
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. **124-31-114-151** Trustee Sale No. **19707-5430**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **$2,524.80** as of **October 18, 2010** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Arbor Park Community Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **August 20, 2010** as document number **1528**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **Erick & Amelia Cruz**, of **Lot 72**, as per map recorded in Book **88**, Pages **56**, as shown on the Condominium Plan, Recorded on as document number **Pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5430 Dianthus Ct., North Las Vegas, NV 89031**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **August 20, 2010**, executed by **Arbor Park Community Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: **October 18, 2010**

Naomi Eden, Alessi & Koenig, LLC on behalf of **Arbor Park Community Association**

EXHIBIT E

Inst #: 201105020002072
Fees: $14.00
N/C Fee: $0.00
05/02/2011 09:49:22 AM
Receipt #: 760320
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: CDE Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 124-31-114-151 TSN 19707-5430

NOTICE OF TRUSTEE'S SALE

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 The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:
On **July 13, 2011,** Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on **August 20, 2010,** as instrument number **1528,** of the official records of **Clark County, Nevada,** WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: **4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.**

The street address and other common designation, if any, of the real property described above is purported to be: **5430 Dianthus Ct., North Las Vegas, NV 89031.** The owner of the real property is purported to be: **Erick & Amelia Cruz**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **$3,829.27.** Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: **April 18, 2011**

By: Branko Jeftic on behalf of Arbor Park Community Association

EXHIBIT F

Inst #: 201106130001328
Fees: $14.00
N/C Fee: $0.00
06/13/2011 09:53:58 AM
Receipt #: 809208
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: COJ Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 124-31-114-151 TSN 19707-5430

NOTICE OF TRUSTEE'S SALE

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Date: **April 18, 2011**

By: Branko Jeftic on behalf of Arbor Park Community Association

EXHIBIT G

Inst #: 201106130001461
Fees: $14.00
N/C Fee: $0.00
06/13/2011 09:53:58 AM
Receipt #: 809245
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: KGP Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 124-31-114-151 TSN 19707-5430

NOTICE OF TRUSTEE'S SALE

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 The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

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Date: **April 18, 2011**

By: Branko Jeftic on behalf of Arbor Park Community Association

EXHIBIT H

Christina S. Bhirud, Esq.

Akerman Senterfitt LLP
400 South Fourth Street
Suite 450
Las Vegas, NV 89101
Tel: 702.634.5000
Fax: 702.380.8572

August 3, 2011

Carl Veney
Alessi & Koenig, LLC
9500 West Flamingo Road, Suite 100
Las Vegas, Nevada 89147

Re: Trustee Sale No. 19707-5430; Arbor Park Community Association
Erick and Amelia Cruz, 5430 Dianthus Court, North Las Vegas, NV 89031
APN: 124-31-114-151

Dear Mr. Veney:

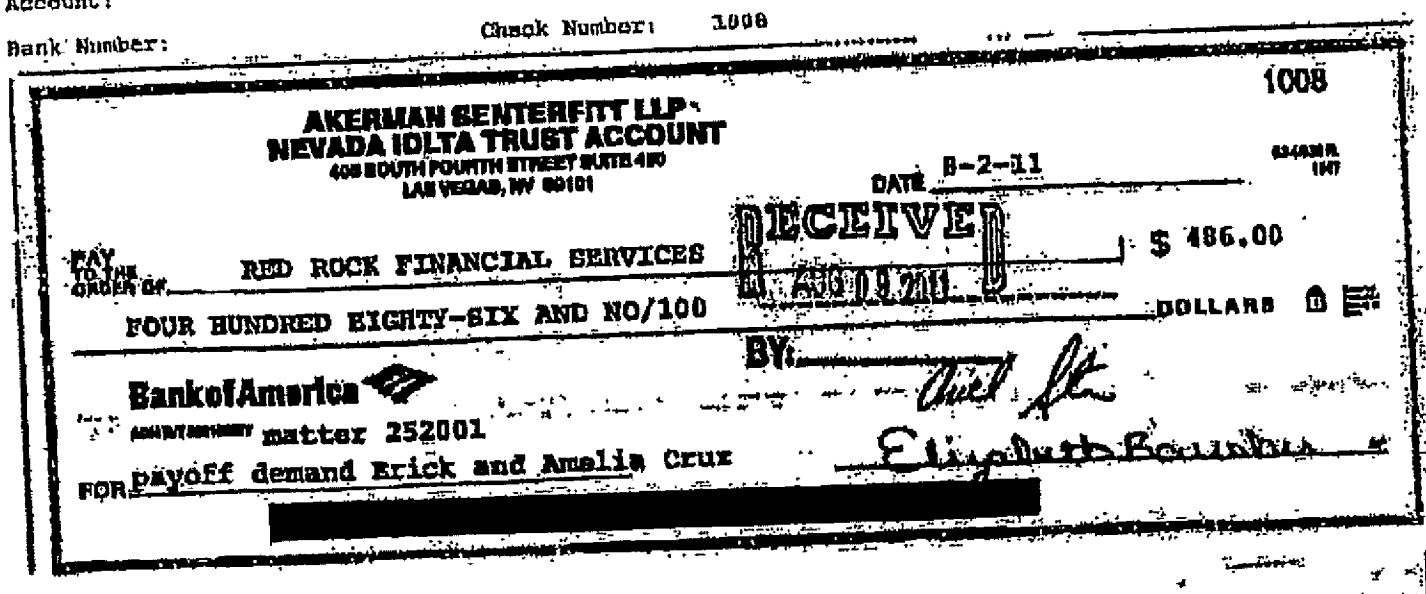
Enclosed please find a check (numbered 1008) in the amount of $486.00, which represents full tender of the super priority lien amount—nine times the $54.00 monthly assessment—to which Arbor Park Community Association is entitled for the property referenced above. Please let us know when Arbor Park Community Association plans to release its lien against the above-referenced property.

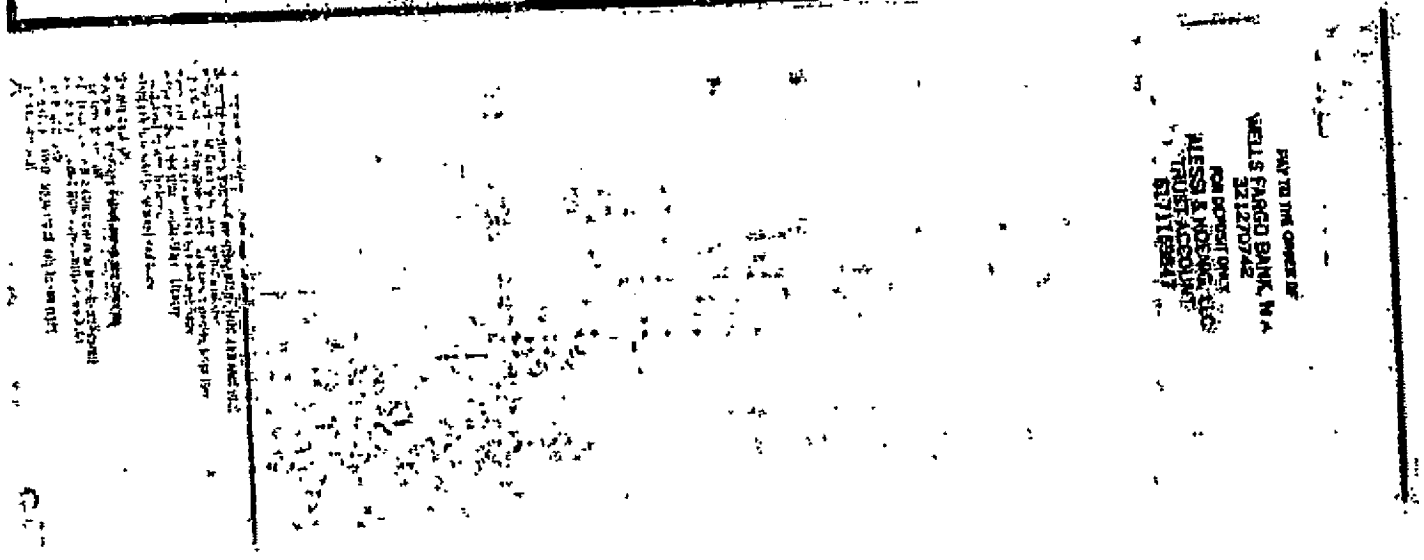
Thank you for you time and attention to this matter.

Sincerely,

Christina S. Bhirud

Amount: $485.00
Account:
Bank Number:
Sequence Number: 4292467215
Capture Date: 08/18/2011
Check Number: 1008





Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TPN	RRC	Bank Name
08/18/2011	004292467215		Pay Bank	N		BANK OF AMERICA, NA
08/17/2011	009792588385		Pay Bank	N		BANK OF AMERICA, NA
08/17/2011	000004230153503		Undetermined	N		WELLS FARGO BANK, NA
08/16/2011	000004230153963		Rtn Loc/NOFD	Y		WELLS FARGO BANK, NA

EXHIBIT I

RECEIVED
DEC 16 2011

DAVID ALESSI*
THOMAS HAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada and Colorado Bars

*** Admitted to the Nevada and California Bar

ALESSI KOENIG
A Multi-Jurisdictional Law Firm
9500 W. Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES IN
AGOURA HILLS, CA
PHONE: 818-735-0600
RENO NV
PHONE: 775-624-2535
&
DIAMOND BAR CA
PHONE: 909-861-3500

FACSIMILE COVER LETTER

To:	Christine Bhirud	Re:	5430 Dianthus Ct./HO #
From:	Ryan Kerbow	Date:	Thursday, December 15, 2011
Fax No.:	702-380-8572	Pages:	1, including cover
		HO #:	19707

Dear Christine Bhirud:

This cover will serve as an amended demand on behalf of Arbor Park Community Association for the above referenced escrow; property located at 5430 Dianthus Ct., North Las Vegas, NV. The total amount date through January 15, 2012 is $20,299.40. The breakdown of fees, interest and costs is as follows:

12/15/2009	Notice of Delinquent Assessment Lien – Nevada	$325.00
10/18/2010	Notice of Default	$400.00
9/28/2010	Pre NOD	$90.00
7/21/2011	Demand Fee	$150.00
12/15/2011	Update Demand Fee	$75.00
3/16/2011	Pre-Notice of Trustee Sale	$90.00
4/18/2011	Notice of Trustee Sale	$275.00
4/18/2011	Foreclosure Fee	$150.00
Total		$1,555.00

1.	**Attorney and/or Trustees fees:**	$1,555.00
2.	**Notary, Recording, Copies, Mailings, and PACER**	$375.00
3.	**Assessments Through January 15, 2012**	$1,692.50
4.	**Late Fees Through January 15, 2012**	$24.17
5.	**Fines Through December 12, 2011**	$15,660.00
6.	**Interest Through January 15, 2012**	$0.00
7.	**RPIR-GI Report**	$85.00
8.	**Title Research (10-Day Mailings per NRS 116.31163)**	$275.00
9.	**Management Company Audit Fee**	$75.00
10.	**Management Account Setup Fee**	$285.00
11.	**Publishing and Posting of Trustee Sale**	$350.00
13.	**Conduct Foreclosure Sale**	$0.00
14.	**Capital Contribution**	$0.00
15.	**Progress Payments:**	$408.73

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

DAVID ALESSI*
THOMAS BAYARD +
ROBERT KOENIG**
RYAN KERROW***

+ Admitted to the California Bar
** Admitted to the California, Nevada and Colorado Bars
*** Admitted to the Nevada and California Bar

ALESSI KOENIG
A Multi-Jurisdictional Law Firm
9500 W. Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES IN
AGOURA HILLS, CA
PHONE: 818-735-9400
RENO NV
PHONE: 775-622-2323
&
DIAMOND BAR, CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

Sub-Total:	$20,785.40
Less Payments Received:	$486.00
Total Amount Due:	$20,299.40

Please have a check in the amount of $20,299.40 made payable to the Alessi & Koenig, LLC and mailed to the above listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

Resident Transaction Detail

Active Flag Yes
Void Flag No

ARBOR PARK

Account # Property Address 8430 PLANTHUB CT

Code	Date	Amount	Balance Checks	Memo
MA	11/30/2004	33.00	33.00	
MA	12/1/2004	33.00	66.00	
LF	12/31/2004	10.00	76.00	
MA	1/1/2005	33.00	109.00	
PMT	1/13/2005	-99.00	10.00	
MA	2/1/2005	33.00	43.00	
MA	3/1/2005	33.00	76.00	
PMT	3/24/2005	-76.00	0.00	
MA	4/1/2005	35.00	35.00	
RA	4/1/2005	10.00	45.00	
MA	5/1/2005	35.00	80.00	
RA	5/1/2005	10.00	90.00	
MA	6/1/2005	35.00	125.00	
LF	6/1/2005	10.00	135.00	
RA	6/1/2005	10.00	145.00	
Intent	6/7/2005	25.00	170.00	
MA	7/1/2005	35.00	205.00	
RA	7/1/2005	10.00	215.00	
MA	7/26/2005	-170.00	45.00	
LF	7/31/2005	10.00	55.00	
MA	8/1/2005	35.00	90.00	
RA	8/1/2005	10.00	100.00	
PMT	8/25/2005	-135.00	-35.00	
MA	9/1/2005	35.00	0.00	
RA	9/1/2005	10.00	10.00	
PMT	9/23/2005	-160.00	-150.00	
MA	10/1/2005	35.00	-145.00	
RA	10/1/2005	10.00	-135.00	
RA	11/1/2005	10.00	-125.00	
MA	11/1/2005	35.00	-90.00	
MA	12/1/2005	35.00	-55.00	
RA	12/1/2005	10.00	-45.00	
MA	1/1/2006	42.00	-3.00	
RA	1/1/2006	10.00	7.00	
MA	2/1/2006	42.00	49.00	
RA	2/1/2006	10.00	59.00	
PMT	2/23/2006	-59.00	0.00 ACH	0223060223.ach
MA	3/1/2006	42.00	42.00	
RA	3/1/2006	10.00	52.00	
MA	4/1/2006	42.00	94.00	

Resident Transaction Detail

Active Flag Yes
Void Flag No

ARBOR PARK

RA	4/1/2006	10.00	104.00		
LF	3/30/2006	10.00	114.00		
LF	3/30/2006	0.78	114.78		
MA	5/1/2006	42.00	156.78		
RA	5/1/2006	10.00	166.78		
LF	4/30/2006	10.00	176.78		
LF	4/30/2006	1.56	178.34		
PMT	5/5/2006	-178.34	0.00	ACH	0505060936.ach
MA	6/1/2006	42.00	42.00		
RA	6/1/2006	10.00	52.00		
MA	7/1/2006	42.00	94.00		
RA	7/1/2006	10.00	104.00		
LF	6/30/2006	10.00	114.00		
LF	6/30/2006	0.78	114.78		
MA	8/1/2006	42.00	156.78		
RA	8/1/2006	10.00	166.78		
LF	7/30/2006	10.00	176.78		
LF	7/30/2006	1.56	178.34		
Intent	8/7/2006	100.00	278.34		INTENT TO LIEN
PMT	8/18/2006	-278.34	0.00	ACH	0818061116.ach
MA	9/1/2006	42.00	42.00		
RA	9/1/2006	10.00	52.00		
MA	10/1/2006	42.00	94.00		
RA	10/1/2006	10.00	104.00		
LF	9/30/2006	10.00	114.00		
LF	9/30/2006	0.78	114.78		
MA	11/1/2006	42.00	156.78		
RA	11/1/2006	10.00	166.78		
LF	10/30/2006	10.00	176.78		
LF	10/30/2006	1.56	178.34		
Intent	11/5/2006	100.00	278.34		INTENT TO LIEN
MA	12/1/2006	42.00	320.34		
RA	12/1/2006	10.00	330.34		
LF	11/30/2006	10.00	340.34		
LF	11/30/2006	2.34	342.68		
PMT	12/7/2006	-330.34	12.34	1169	120706.usb
MA	1/1/2007	42.00	54.34		
RA	1/1/2007	10.00	64.34		
MA	2/1/2007	42.00	106.34		
RA	2/1/2007	10.00	116.34		
PMT	2/8/2007	-116.34	0.00	ACH	0208070137.ach
MA	3/1/2007	42.00	42.00		
RA	3/1/2007	10.00	52.00		

Resident Transaction Detail

Active Flag Yes
Void Flag No

ARBOR PARK

PMT	3/5/2007	-52.00	0.00	ACH	0305070916.ach
MA	4/1/2007	42.00	42.00		
RA	4/1/2007	10.00	52.00		
PMT	4/3/2007	-52.00	0.00	ACH	0403071149.ach
MA	5/1/2007	42.00	42.00		
RA	5/1/2007	10.00	52.00		
MA	6/1/2007	42.00	94.00		
RA	6/1/2007	10.00	104.00		
LF	6/30/2007	10.00	114.00		
LF	6/30/2007	0.78	114.78		
MA	7/1/2007	42.00	156.78		
RA	7/1/2007	10.00	166.78		
LF	6/30/2007	10.00	176.78		
LF	6/30/2007	1.56	178.34		
Intent	7/17/2007	100.00	278.34		INTENT TO LIEN
Intent	7/26/2007	250.00	528.34		BANKRUPTCY MONITOR
MA	8/1/2007	42.00	570.34		
RA	8/1/2007	10.00	580.34		
LF	7/30/2007	10.00	590.34		
LF	7/30/2007	2.34	592.68		
LF	8/30/2007	10.00	602.68		
LF	8/30/2007	3.12	605.80		
MA	9/1/2007	42.00	647.80		
RA	9/1/2007	10.00	657.80		
MA	10/1/2007	42.00	699.80		
RA	10/1/2007	10.00	709.80		
LF	9/30/2007	10.00	719.80		
LF	9/30/2007	3.90	723.70		
MA	11/1/2007	42.00	765.70		
RA	11/1/2007	10.00	775.70		
LF	10/30/2007	10.00	785.70		
LF	10/30/2007	4.68	790.38		
LF	11/30/2007	10.00	800.38		Late Fee Processed
LF	11/30/2007	5.46	805.84		Late Fee Processed
MA	12/1/2007	42.00	847.84		
RA	12/1/2007	10.00	857.84		
LF	12/30/2007	10.00	867.84		Late Fee Processed
LF	12/30/2007	6.24	874.08		Late Fee Processed
MA	1/1/2008	49.00	923.08		Assessment
RA	1/1/2008	10.00	933.08		Assessment
LF	1/30/2008	10.00	943.08		Late Fee Processed
LF	1/30/2008	7.12	950.20		Late Fee Processed
MA	2/1/2008	49.00	999.20		Assessment

Resident Transaction Detail

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ARBOR PARK

RA	2/1/2008	10.00	1,000.20	Assessment
Intent	2/4/2008	50.00	1,050.20	INTENT TO LIEN
LF	2/29/2008	10.00	1,060.20	Late Fee Processed
LF	2/29/2008	8.01	1,077.21	Late Fee Processed
MA	3/1/2008	49.00	1,126.21	Assessment
RA	3/1/2008	10.00	1,136.21	Assessment
LF	3/30/2008	10.00	1,146.21	Late Fee Processed
LF	3/30/2008	8.90	1,155.11	Late Fee Processed
MA	4/1/2008	49.00	1,204.11	Assessment
RA	4/1/2008	10.00	1,214.11	Assessment
LF	4/30/2008	10.00	1,224.11	Late Fee Processed
LF	4/30/2008	9.78	1,233.89	Late Fee Processed
MA	5/1/2008	49.00	1,282.89	Assessment
RA	5/1/2008	10.00	1,292.89	Assessment
LF	5/30/2008	10.00	1,302.89	Late Fee Processed
LF	5/30/2008	10.66	1,313.55	Late Fee Processed
MA	6/1/2008	49.00	1,362.55	Assessment
RA	6/1/2008	10.00	1,372.55	Assessment
LF	6/30/2008	10.00	1,382.55	Late Fee Processed
LF	6/30/2008	11.55	1,394.10	Late Fee Processed
MA	7/1/2008	49.00	1,443.10	Assessment
RA	7/1/2008	10.00	1,453.10	Assessment
LF	7/30/2008	10.00	1,463.10	Late Fee Processed
LF	7/30/2008	12.44	1,475.54	Late Fee Processed
MA	8/1/2008	49.00	1,524.54	Assessment
RA	8/1/2008	10.00	1,534.54	Assessment
Intent	8/2/2008	1.00	1,535.54	CERTIFIED LETTER
LF	8/30/2008	10.00	1,545.54	Late Fee Processed
LF	8/30/2008	13.32	1,558.86	Late Fee Processed
MA	9/1/2008	49.00	1,607.86	Assessment
RA	9/1/2008	10.00	1,617.86	Assessment
LF	9/30/2008	10.00	1,627.86	Late Fee Processed
LF	9/30/2008	14.20	1,642.06	Late Fee Processed
Intent	9/28/2008	1.00	1,643.06	Certified Letter
MA	10/1/2008	49.00	1,692.06	Assessment
RA	10/1/2008	10.00	1,702.06	Assessment
LF	10/30/2008	10.00	1,712.06	Late Fee Processed
LF	10/30/2008	15.09	1,727.15	Late Fee Processed
MA	11/1/2008	49.00	1,776.15	Assessment
RA	11/1/2008	10.00	1,786.15	Assessment
LF	11/30/2008	10.00	1,796.15	Late Fee Processed
LF	11/30/2008	15.98	1,812.13	Late Fee Processed
MA	12/1/2008	49.00	1,861.13	Assessment

Resident Transaction Detail

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ARBOR PARK

RA	12/1/2008	10.00	1,871.13		Assessment
LF	12/30/2008	10.00	1,881.13		Late Fee Processed
LF	12/30/2008	16.56	1,897.69		Late Fee Processed
MA	1/1/2009	49.00	1,946.69		Assessment
RA	1/1/2009	10.00	1,956.69		Assessment
LF	1/30/2009	10.00	1,966.69		Late Fee Processed
LF	1/30/2009	17.75	1,984.74		Late Fee Processed
MA	2/1/2009	49.00	2,033.74		Assessment
RA	2/1/2009	10.00	2,043.74		Assessment
MA	3/1/2009	49.00	2,092.74		Assessment
RA	3/1/2009	10.00	2,102.74		Assessment
LF	3/30/2009	10.00	2,112.74		Late Fee Processed
LF	3/30/2009	19.51	2,132.25		Late Fee Processed
MA	4/1/2009	49.00	2,181.25		Assessment
RA	4/1/2009	10.00	2,191.25		Assessment
LF	4/30/2009	10.00	2,201.25		Late Fee Processed
LF	4/30/2009	20.40	2,221.65		Late Fee Processed
MA	5/1/2009	49.00	2,270.65		Assessment
RA	5/1/2009	10.00	2,280.65		Assessment
LF	5/30/2009	10.00	2,290.65		Late Fee Processed
LF	5/30/2009	21.28	2,311.93		Late Fee Processed
MA	6/1/2009	49.00	2,360.93		Assessment
RA	6/1/2009	10.00	2,370.93		Assessment
MA	7/1/2009	49.00	2,419.93		Assessment
RA	7/1/2009	10.00	2,429.93		Assessment
RA	8/1/2009	10.00	2,439.93		Assessment
MA	8/1/2009	49.00	2,488.93		Assessment
PMT	8/14/2009	-2,488.93	0.00	17590	ALESSI - FINAL
RA	9/1/2009	10.00	10.00		Assessment
MA	9/1/2009	49.00	59.00		Assessment
LF	9/30/2009	10.00	69.00		Late Fee Processed
LF	9/30/2009	0.88	69.88		Late Fee Processed
RA	10/1/2009	10.00	79.88		Assessment
MA	10/1/2009	49.00	128.88		Assessment
LF	10/30/2009	10.00	138.88		Late Fee Processed
LF	10/30/2009	0.52	139.40		Late Fee Processed
RA	11/1/2009	10.00	149.40		Assessment
MA	11/1/2009	49.00	198.40		Assessment
Intent	11/4/2009	100.00	298.40		INTENT TO LIEN
LF	11/30/2009	10.00	308.40		Late Fee Processed
LF	11/30/2009	0.78	309.18		Late Fee Processed
RA	12/1/2009	10.00	319.18		Assessment
MA	12/1/2009	49.00	368.18		Assessment

Resident Transaction Detail

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ARBOR PARK

LF	12/30/2009	10.00	378.18	Late Fee Processed
LF	12/30/2009	1.04	379.22	Late Fee Processed
RA	1/1/2010	10.00	389.22	Assessment
MA	1/1/2010	49.00	438.22	Assessment
Late fee	1/30/2010	10.00	448.22	Late Fee Processed
Late fee	1/30/2010	1.30	449.52	Late Fee Processed
Reserve Assessment	2/1/2010	10.00	459.52	Reserve Assessment
Assessment	2/1/2010	49.00	508.52	Assessment
Late fee	2/28/2010	10.00	518.52	Late Fee Processed
Late fee	2/28/2010	1.56	520.08	Late Fee Processed
Reserve Assessment	3/1/2010	10.00	530.08	Reserve Assessment
Assessment	3/1/2010	49.00	579.08	Assessment
Late fee	3/30/2010	10.00	589.08	Late Fee Processed
Late fee	3/30/2010	1.82	590.90	Late Fee Processed
Reserve Assessment	4/1/2010	10.00	600.90	Reserve Assessment
Assessment	4/1/2010	49.00	649.90	Assessment
Late fee	4/30/2010	10.00	659.90	Late Fee Processed
Late fee	4/30/2010	2.08	661.98	Late Fee Processed
Reserve Assessment	5/1/2010	10.00	671.98	Reserve Assessment
Assessment	5/1/2010	49.00	720.98	Assessment
Late fee	5/30/2010	10.00	730.98	Late Fee Processed
Late fee	5/30/2010	2.34	733.32	Late Fee Processed
Assessment	6/1/2010	49.00	782.32	Assessment
Reserve Assessment	6/1/2010	10.00	792.32	Reserve Assessment
Late fee	6/30/2010	10.00	802.32	Late Fee Processed
Late fee	6/30/2010	2.60	804.92	Late Fee Processed
Assessment	7/1/2010	49.00	853.92	Assessment
Reserve Assessment	7/1/2010	10.00	863.92	Reserve Assessment
Late fee	7/30/2010	10.00	873.92	Late Fee Processed
Late fee	7/31/2010	2.86	876.78	Late Fee Processed
Assessment	8/1/2010	49.00	925.78	Assessment
Reserve Assessment	8/1/2010	10.00	935.78	Reserve Assessment
Late fee	8/30/2010	10.00	945.78	Late Fee Processed
Late fee	8/31/2010	3.12	948.90	Late Fee Processed
Assessment	9/1/2010	49.00	997.90	Assessment
Reserve Assessment	9/1/2010	10.00	1,007.90	Reserve Assessment
Late fee	9/30/2010	10.00	1,017.90	Late Fee Processed
Assessment	10/1/2010	49.00	1,066.90	Assessment
Reserve Assessment	10/1/2010	10.00	1,076.90	Reserve Assessment
Late fee	10/30/2010	10.00	1,086.90	
Late fee	10/31/2010	4.74	1,091.64	
Assessment	11/1/2010	49.00	1,140.64	Assessment
Reserve Assessment	11/1/2010	10.00	1,150.64	Reserve Assessment

Resident Transaction Detail

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Late fee	11/30/2010	10.00	1,160.64		
Late fee	11/30/2010	5.06	1,165.70		
Assessment	12/1/2010	49.00	1,214.70		Assessment
Reserve Assessment	12/1/2010	10.00	1,224.70		Reserve Assessment
Late fee	12/30/2010	10.00	1,234.70		
Late fee	12/31/2010	5.39	1,240.09		
Assessment	1/1/2011	54.00	1,294.09		Assessment
Late fee	1/30/2011	10.00	1,304.09		
Late fee	1/31/2011	5.74	1,309.83		
Assessment	2/1/2011	54.00	1,363.83		Assessment
Assessment	3/1/2011	54.00	1,417.83		Assessment
Late fee	3/30/2011	10.00	1,427.83		
Late fee	3/31/2011	6.24	1,434.07		
Assessment	4/1/2011	54.00	1,488.07		Assessment
Late fee	4/30/2011	10.00	1,498.07		
Late fee	4/30/2011	6.55	1,504.62		
Assessment	5/1/2011	54.00	1,558.62		Assessment
Late fee	5/30/2011	10.00	1,568.62		
Late fee	5/31/2011	6.90	1,575.52		
Assessment	6/1/2011	54.00	1,629.52		Assessment
Late fee	6/30/2011	10.00	1,639.52		
Late fee	6/30/2011	7.21	1,646.73		
Assessment	7/1/2011	54.00	1,700.73		Assessment
Late fee	7/30/2011	10.00	1,710.73		
Late fee	7/31/2011	7.63	1,718.36		
Assessment	8/1/2011	54.00	1,772.36		Assessment
Late fee	8/30/2011	10.00	1,782.36		
Late fee	8/31/2011	6.04	1,788.30		
Payment	8/31/2011	-408.73	1,379.57	58423	ALESSI-PARTIAL
Assessment	9/1/2011	54.00	1,433.57		Assessment
Late fee	9/30/2011	10.00	1,443.57		
Late fee	9/30/2011	6.31	1,449.88		
Assessment	10/1/2011	54.00	1,503.88		Assessment
Late fee	10/30/2011	10.00	1,513.88		
Late fee	10/31/2011	6.62	1,520.50		
Assessment	11/1/2011	54.00	1,574.50		Assessment
Late fee	11/30/2011	10.00	1,584.50		
Assessment	12/1/2011	54.00	1,638.50		Assessment

Count: 1
Total Units: 160

Resident Transaction Detail

Active Flag Yes
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ARBOR PARK

Account # Property Address 5430 DIANTHUS CT

Code	Date	Amount	Balance	Check #	Memo
FIN	9/20/2008	100.00	100.00		04/01/08: Landscape Maintenance
FIN	10/10/2008	100.00	200.00		04/01/08: Landscape Maintenance
FIN	10/10/2008	100.00	300.00		04/01/08: Landscape Maintenance
Intent	11/10/2008	50.00	350.00		1ST NOTICE
FIN	11/14/2008	100.00	450.00		04/01/08: Landscape Maintenance
FIN	11/14/2008	100.00	550.00		04/01/08: Landscape Maintenance
FIN	12/10/2008	100.00	650.00		04/01/08: Landscape Maintenance
FIN	12/10/2008	100.00	750.00		04/01/08: Landscape Maintenance
FIN	1/13/2009	100.00	850.00		04/01/08: Landscape Maintenance
FIN	2/26/2009	100.00	950.00		04/01/08: Landscape Maintenance
FIN	2/26/2009	100.00	1,050.00		04/01/08: Landscape Maintenance
Intent	3/9/2009	100.00	1,150.00		INTENT TO LIEN
FIN	3/16/2009	100.00	1,250.00		04/01/08: Landscape Maintenance
FIN	3/16/2009	100.00	1,350.00		04/01/08: Landscape Maintenance
Intent	5/5/2009	250.00	1,600.00		RECORD LIEN
FIN	5/8/2009	100.00	1,700.00		04/01/08: Landscape Maintenance
FIN	5/8/2009	100.00	1,800.00		04/01/08: Landscape Maintenance
FIN	5/22/2009	100.00	1,900.00		04/01/08: Landscape Maintenance
FIN	6/22/2009	100.00	2,000.00		04/01/08: Landscape Maintenance
FIN	6/5/2009	100.00	2,100.00		04/01/08: Landscape Maintenance
FIN	7/2/2009	100.00	2,200.00		04/01/08: Landscape Maintenance
FIN	7/15/2009	100.00	2,300.00		04/01/08: Landscape Maintenance
FIN	7/15/2009	100.00	2,400.00		04/01/08: Landscape Maintenance
Admin Ltr	7/2/2009	15.00	2,415.00		Certified Letter
Admin Ltr	7/2/2009	15.00	2,430.00		Certified Letter
PMT	8/14/2009	-2,100.00	330.00	17590	ALESSI - FINAL
FIN	9/25/2009	100.00	430.00		04/01/08: Landscape Maintenance
FIN	9/25/2009	100.00	530.00		04/01/08: Landscape Maintenance
FIN	10/15/2009	100.00	630.00		04/01/08: Landscape Maintenance
FIN	10/15/2009	100.00	730.00		04/01/08: Landscape Maintenance
FIN	10/15/2009	100.00	830.00		04/01/08: Landscape Maintenance
FIN	10/28/2009	100.00	930.00		04/01/08: Landscape Maintenance
FIN	10/28/2009	100.00	1,030.00		04/01/08: Landscape Maintenance
FIN	10/28/2009	100.00	1,130.00		04/01/08: Landscape Maintenance
FIN	11/13/2009	100.00	1,230.00		04/01/08: Landscape Maintenance
FIN	11/13/2009	100.00	1,330.00		04/01/08: Landscape Maintenance
Fine	2/3/2010	100.00	1,430.00		08/03/09: Landscape Maintenance
Fine	2/19/2010	100.00	1,530.00		08/03/09: Landscape Maintenance
Fine	2/19/2010	100.00	1,630.00		08/03/09: Landscape Maintenance
Fine	3/19/2010	100.00	1,730.00		08/03/09: Landscape Maintenance

Resident Transaction Detail

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ARBOR PARK

Fine	3/19/2010	100.00	1,830.00	03/03/09: Landscape Maintenance
Fine	5/7/2010	100.00	1,930.00	04/01/08: Landscape Maintenance
Fine	5/7/2010	100.00	2,030.00	03/03/09: Landscape Maintenance
Fine	6/4/2010	100.00	2,130.00	03/03/09: Landscape Maintenance
Fine	6/4/2010	100.00	2,230.00	04/01/08: Landscape Maintenance
Fine	6/30/2010	100.00	2,330.00	03/03/09: Landscape Maintenance
Fine	6/30/2010	100.00	2,430.00	04/01/08: Landscape Maintenance
Fine	6/30/2010	100.00	2,530.00	03/03/09: Landscape Maintenance
Fine	6/30/2010	100.00	2,630.00	04/01/08: Landscape Maintenance
Fine	6/30/2010	100.00	2,730.00	03/03/09: Landscape Maintenance
Fine	6/30/2010	100.00	2,830.00	04/01/08: Landscape Maintenance
Fine	6/30/2010	100.00	2,930.00	03/03/09: Landscape Maintenance
Fine	6/30/2010	100.00	3,030.00	04/01/08: Landscape Maintenance
Admin Ltr	6/30/2010	15.00	3,045.00	Certified Letter
Fine	7/21/2010	100.00	3,145.00	05/03/10: Unsightly
Certified Letter	7/23/2010	15.00	3,160.00	Certified Letter
Fine	8/3/2010	100.00	3,260.00	04/01/08: Landscape Maintenance
Fine	8/3/2010	100.00	3,360.00	03/03/09: Landscape Maintenance
Fine	8/3/2010	100.00	3,460.00	05/03/10: Unsightly
Fine	9/8/2010	100.00	3,560.00	04/01/08: Landscape Maintenance
Fine	9/8/2010	100.00	3,660.00	03/03/09: Landscape Maintenance
Fine	9/8/2010	100.00	3,760.00	05/03/10: Unsightly
Fine	9/8/2010	100.00	3,860.00	04/01/08: Landscape Maintenance
Fine	9/8/2010	100.00	3,960.00	03/03/09: Landscape Maintenance
Fine	9/8/2010	100.00	4,060.00	05/03/10: Unsightly
Fine	9/8/2010	100.00	4,160.00	04/01/08: Landscape Maintenance
Fine	9/8/2010	100.00	4,260.00	03/03/09: Landscape Maintenance
Fine	9/8/2010	100.00	4,360.00	05/03/10: Unsightly
Fine	9/8/2010	100.00	4,460.00	04/01/08: Landscape Maintenance
Fine	9/8/2010	100.00	4,560.00	03/03/09: Landscape Maintenance
Fine	9/8/2010	100.00	4,660.00	05/03/10: Unsightly
Fine	9/24/2010	100.00	4,760.00	04/01/08: Landscape Maintenance
Fine	9/24/2010	100.00	4,860.00	03/03/09: Landscape Maintenance
Fine	9/24/2010	100.00	4,960.00	05/03/10: Unsightly
Fine	9/24/2010	100.00	5,060.00	04/01/08: Landscape Maintenance
Fine	9/24/2010	100.00	5,160.00	03/03/09: Landscape Maintenance
Fine	9/24/2010	100.00	5,260.00	05/03/10: Unsightly
Fine	9/24/2010	100.00	5,360.00	04/01/08: Landscape Maintenance
Fine	9/24/2010	100.00	5,460.00	03/03/09: Landscape Maintenance
Fine	9/24/2010	100.00	5,560.00	05/03/10: Unsightly
Fine	9/24/2010	100.00	5,660.00	04/01/08: Landscape Maintenance
Fine	9/24/2010	100.00	5,760.00	03/03/09: Landscape Maintenance
Fine	9/24/2010	100.00	5,860.00	05/03/10: Unsightly

Resident Transaction Detail

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ARBOR PARK

Fine	11/1/2010	100.00	5,900.00	04/01/08: Landscape Maintenance
Fine	11/1/2010	100.00	6,000.00	06/03/09: Landscape Maintenance
Fine	11/1/2010	100.00	6,100.00	05/03/10: Unsightly
Fine	11/1/2010	100.00	6,200.00	04/01/08: Landscape Maintenance
Fine	11/1/2010	100.00	6,300.00	06/03/09: Landscape Maintenance
Fine	11/1/2010	100.00	6,400.00	05/03/10: Unsightly
Fine	11/1/2010	100.00	6,500.00	04/01/08: Landscape Maintenance
Fine	11/1/2010	100.00	6,600.00	06/03/09: Landscape Maintenance
Fine	11/1/2010	100.00	6,700.00	05/03/10: Unsightly
Fine	11/1/2010	100.00	6,800.00	04/01/08: Landscape Maintenance
Fine	11/1/2010	100.00	6,900.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	7,000.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	7,100.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	7,200.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	7,300.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	7,400.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	7,500.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	7,600.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	7,700.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	7,800.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	7,900.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	8,000.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	8,100.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	8,200.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	8,300.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	8,400.00	05/03/10: Unsightly
Fine	12/30/2010	100.00	8,500.00	06/03/09: Landscape Maintenance
Fine	12/30/2010	100.00	8,600.00	05/03/10: Unsightly
Fine	2/3/2011	100.00	8,700.00	04/01/08: Landscape Maintenance
Fine	2/3/2011	100.00	8,800.00	06/03/09: Landscape Maintenance
Fine	2/3/2011	100.00	8,900.00	Unsightly
Fine	2/3/2011	100.00	9,000.00	04/01/08: Landscape Maintenance
Fine	2/3/2011	100.00	9,100.00	06/03/09: Landscape Maintenance
Fine	2/3/2011	100.00	9,200.00	Unsightly
Fine	2/3/2011	100.00	9,300.00	04/01/08: Landscape Maintenance
Fine	2/3/2011	100.00	9,400.00	06/03/09: Landscape Maintenance
Fine	2/3/2011	100.00	9,500.00	Unsightly
Fine	2/3/2011	100.00	9,600.00	04/01/08: Landscape Maintenance
Fine	2/3/2011	100.00	9,700.00	06/03/09: Landscape Maintenance
Fine	2/3/2011	100.00	9,800.00	Unsightly
Fine	3/11/2011	100.00	9,900.00	04/01/08: Landscape Maintenance
Fine	3/11/2011	100.00	10,000.00	06/03/09: Landscape Maintenance
Fine	3/11/2011	100.00	10,100.00	Unsightly

Resident Transaction Detail

Active Flag Yes
Void Reg No

ARBOR PARK

Fine	3/11/2011	100.00	10,260.00	04/01/08: Landscape Maintenance
Fine	3/11/2011	100.00	10,360.00	06/03/09: Landscape Maintenance
Fine	3/11/2011	100.00	10,460.00	Unsightly
Fine	3/11/2011	100.00	10,560.00	04/01/08: Landscape Maintenance
Fine	3/11/2011	100.00	10,660.00	06/03/09: Landscape Maintenance
Fine	3/11/2011	100.00	10,760.00	Unsightly
Fine	3/11/2011	100.00	10,860.00	04/01/08: Landscape Maintenance
Fine	3/11/2011	100.00	10,960.00	06/03/09: Landscape Maintenance
Fine	3/11/2011	100.00	11,060.00	Unsightly
Fine	4/25/2011	100.00	11,160.00	04/01/08: Landscape Maintenance
Fine	4/25/2011	100.00	11,260.00	06/03/09: Landscape Maintenance
Fine	4/25/2011	100.00	11,360.00	04/01/08: Landscape Maintenance
Fine	4/25/2011	100.00	11,460.00	06/03/09: Landscape Maintenance
Fine	4/25/2011	100.00	11,560.00	04/01/08: Landscape Maintenance
Fine	4/25/2011	100.00	11,660.00	06/03/09: Landscape Maintenance
Fine	4/25/2011	100.00	11,760.00	04/01/08: Landscape Maintenance
Fine	4/26/2011	100.00	11,860.00	06/03/09: Landscape Maintenance
Fine	5/20/2011	100.00	11,960.00	04/01/08: Landscape Maintenance
Fine	5/20/2011	100.00	12,060.00	06/03/09: Landscape Maintenance
Fine	5/20/2011	100.00	12,160.00	04/01/08: Landscape Maintenance
Fine	5/20/2011	100.00	12,260.00	06/03/09: Landscape Maintenance
Fine	5/20/2011	100.00	12,360.00	04/01/08: Landscape Maintenance
Fine	5/20/2011	100.00	12,460.00	06/03/09: Landscape Maintenance
Fine	5/20/2011	100.00	12,560.00	04/01/08: Landscape Maintenance
Fine	5/20/2011	100.00	12,660.00	06/03/09: Landscape Maintenance
Fine	5/20/2011	100.00	12,760.00	04/01/08: Landscape Maintenance
Fine	8/19/2011	100.00	12,860.00	06/03/09: Landscape Maintenance
Fine	8/19/2011	100.00	12,960.00	04/01/08: Landscape Maintenance
Fine	8/26/2011	100.00	13,060.00	06/03/09: Landscape Maintenance
Fine	8/26/2011	100.00	13,160.00	04/01/08: Landscape Maintenance
Fine	9/2/2011	100.00	13,260.00	06/03/09: Landscape Maintenance
Fine	9/2/2011	100.00	13,360.00	04/01/08: Landscape Maintenance
Fine	9/9/2011	100.00	13,460.00	06/03/09: Landscape Maintenance
Fine	9/9/2011	100.00	13,560.00	04/01/08: Landscape Maintenance
Fine	9/16/2011	100.00	13,660.00	06/03/09: Landscape Maintenance
Fine	9/16/2011	100.00	13,760.00	04/01/08: Landscape Maintenance
Fine	9/23/2011	100.00	13,860.00	06/03/09: Landscape Maintenance
Fine	9/23/2011	100.00	13,960.00	04/01/08: Landscape Maintenance
Fine	10/7/2011	100.00	14,060.00	06/03/09: Landscape Maintenance
Fine	10/7/2011	100.00	14,160.00	04/01/08: Landscape Maintenance
Fine	10/14/2011	100.00	14,260.00	06/03/09: Landscape Maintenance
Fine	10/14/2011	100.00	14,360.00	04/01/08: Landscape Maintenance
Fine	10/21/2011	100.00	14,460.00	06/03/09: Landscape Maintenance
Fine	10/21/2011			

Resident Transaction Detail

Active Flag Yes
Void Flag No

ARBOR PARK

Fine	11/7/2011	100.00	14,560.00	04/01/08: Landscape Maintenance
Fine	11/7/2011	100.00	14,660.00	08/03/09: Landscape Maintenance
Fine	11/14/2011	100.00	14,760.00	04/01/08: Landscape Maintenance
Fine	11/14/2011	100.00	14,860.00	08/03/09: Landscape Maintenance
Fine	11/21/2011	100.00	14,960.00	04/01/08: Landscape Maintenance
Fine	11/21/2011	100.00	15,060.00	08/03/09: Landscape Maintenance
Fine	11/28/2011	100.00	15,160.00	04/01/08: Landscape Maintenance
Fine	11/28/2011	100.00	15,260.00	08/03/09: Landscape Maintenance
Fine	12/5/2011	100.00	15,360.00	04/01/08: Landscape Maintenance
Fine	12/5/2011	100.00	15,460.00	08/03/09: Landscape Maintenance
Fine	12/12/2011	100.00	15,560.00	04/01/08: Landscape Maintenance
Fine	12/12/2011	100.00	15,660.00	08/03/09: Landscape Maintenance

Count: 1
Total Units: 160

EXHIBIT J

Inst #: 201112300003376
Fees: $17.00
N/C Fee: $0.00
12/30/2011 03:15:34 PM
Receipt #: 1023284
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: MGM Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: **124-31-114-151** TSN **19707-5430**

NOTICE OF TRUSTEE'S SALE

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 Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On **January 25, 2012**, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on **August 20, 2010**, as instrument number **1528**, of the official records of **Clark** County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: **4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.**

The street address and other common designation, if any, of the real property described above is purported to be: **5430 Dianthus Ct., North Las Vegas, NV 89031.** The owner of the real property is purported to be: **Erick & Amelia Cruz**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **$4,639.40.** Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: **December 20, 2011**

By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Arbor Park Community Association

EXHIBIT K

Inst #: 201201310001703
Fees: $17.00 N/C Fee: $0.00
RPTT: $112.20 Ex: #
01/31/2012 09:09:48 AM
Receipt #: 1052023
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: DXI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
Arbor Park Community Association
C/O CAMCO
PO Box 12117
Las Vegas, NV 89112

A.P.N. No.**124-31-114-151**

TS No. **19707-5430**

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was Foreclosing Beneficiary: **Arbor Park Community Association**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **$21,884.61**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **$21,884.61**
The Documentary Transfer Tax: **$112.20**
Property address: **5430 Dianthus Ct., North Las Vegas, NV 89031**
Said property is in [ ] unincorporated area: City of **North Las Vegas**
Trustor (Former Owner that was foreclosed on): **Erick & Amelia Cruz**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **August 20, 2010** as instrument number **1528**, in Clark County, does hereby grant, without warranty expressed or implied to: **Arbor Park Community Association** (Grantee), all its right, title and interest in the property legally described as: **Lot 72**, as per map recorded in Book **88**, Pages **56** as shown in the Office of the County Recorder of **Clark** County Nevada.

TRUSTEE STATES THAT:
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **January 25, 2012** at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq
Signature of AUTHORIZED AGENT for **Arbor Park Community Association**

State of Nevada)
County of **Clark**)

SUBSCRIBED and SWORN to before me Jan. 27, 2012

WITNESS my hand and official seal.

(Seal)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LANI MAE U. DIAZ
Appt. No. 10-2800-1
My Appt. Expires Aug. 24, 2014

(Signature)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 124-31-114-151
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☑ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property $ 21,884.61
b. Deed in Lieu of Foreclosure Only (value of property) ( )
c. Transfer Tax Value: $ 21,884.61
d. Real Property Transfer Tax Due $ 112.20

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

5. Partial Interest: Percentage being transferred: 100.00 %

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 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 _____ Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo # 205
City: Las Vegas
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Arbor Park Community Associat.
Address: PO Box 12117
City: Las Vegas
State: NV Zip: 89112

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo # 205
City: Las Vegas
Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 3

Electronically Filed
10/01/2015 06:52:07 PM

CLERK OF THE COURT

XCAN
Vanessa S. Goulet, Esq.
Nevada Bar No. 13688
ALESSI & KOENIG, LLC
9500 W. Flamingo, Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033
Fax: (702) 222-4043
vanessa@alessikoenig.com
Attorney for Cross-Defendants
ARBOR PARK COMMUNITY ASSOCIATION
And ALESSI & KOENIG, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES, LLC, a Nevada Limited Liability Company, Plaintiff, vs. FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS a California Corporation, AMELIA B. CRUZ an individual, ERICK CRUZ an individual; and DOES I through X, inclusive; and ROE ENTITIES XI through XX, Defendants.	Case No. A-13-691901-C Dept. No. XXXI
AND RELATED CLAIMS.	

ARBOR PARK COMMUNITY ASSOCIATION AND ALESSI & KOENIG, LLC'S ANSWER TO BANK OF AMERICA, N.A.'S CROSS-CLAIMS

COME NOW, ARBOR PARK COMMUNITY ASSOCIATION and ALESSI & KOENIG, LLC (hereinafter collectively referred to as "Cross-Defendants"), by and through their attorney of record, Vanessa S. Goulet, Esq. of ALESSI & KOENIG, LLC, and file their

Answer to Defendant/Cross-Claimant BANK OF AMERICA, N.A.'S (hereinafter referred to as "Cross-Claimant") Cross-Claim as follows:

GENERAL ALLEGATIONS

1. Answering Paragraph 1 of the Cross-Claim, answering Cross-Defendants admit the allegations contained therein.

2. Answering Paragraph 2 of the Cross-Claim, answering Cross-Defendants admit the allegations contained therein, and clarify that the association may enforce its lien.

3. Answering Paragraph 3 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

4. Answering Paragraph 4 of Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

5. Answering Paragraph 48(sic) of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

The Deed of Trust and Assignment

6. Answering Paragraph 6 of the Cross-Claim, answering Cross-Defendants lack

sufficient information or belief to admit or deny the allegations contained therein and, on that basis, generally and specifically deny said allegations.

7. Answering Paragraph 7 of the Cross-Claim, answering Cross-Defendants lack sufficient information or belief to admit or deny the allegations contained therein and, on that basis, generally and specifically deny said allegations.

8. Answering Paragraph 8 of the Cross-Claim, answering Cross-Defendants admit the allegations that A&K recorded a Notice of Delinquent Assessment Lien on August 20, 2010, on behalf of the HOA, as a result of the borrowers failure to pay their homeowners association all amounts due to it; as to the remaining allegations, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

9. Answering Paragraph 9 of the Cross-Claim, answering Cross-Defendants admit the allegations that a notice of default was recorded by A&K, on behalf of the HOA, on December 2, 2010; as to the remaining allegations, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

10. Answering Paragraph 10 of the Cross-Claim, answering Cross-Defendants admit the allegations that a notice of trustee's sale was recorded by A&K, on behalf of the HOA, on May 2, 2011; as to the remaining allegations, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants; provided

however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

11. Answering Paragraph 11 of the Cross-Claim, answering Cross-Defendants admit the allegations that a second notice of trustee's sale was recorded by A&K, on behalf of the HOA, on June 13, 2011; as to the remaining allegations, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

12. Answering Paragraph 12 of the Cross-Claim, answering Cross-Defendants admit in part the allegation that on August 3, 2011, BANA's counsel sent a check to A&K in the amount of $486.00; but deny the allegations that said amount represented a tender of the full super-priority lien amount.

13. Answering Paragraph 13 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein, and clarify that on December 15, 2011, A&K provided a breakdown of the remaining balance owing on the outstanding assessment account, along with an acknowledgement of receipt of the payment in the amount of $486.00. Answering Cross-Defendants admit the allegation that the demand included the amount of $20,299.40 for payoff in full of the lien.

14. Answering Paragraph 14 of the Cross-Claim, answering Cross-Defendants admit the allegations contained therein.

15. Answering Paragraph 15 of the Cross-Claim, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants;

provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

16. Answering Paragraph 16 of the Cross-Claim, answering Cross-Defendants generally and specifically deny said allegations and clarify that no such specification is required by statute.

17. Answering Paragraph 17 of the Cross-Claim, answering Cross-Defendants generally and specifically deny said allegations and clarify that no such specification is required by statute.

18. Answering Paragraph 18 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegation that BANA's tender represented payment of the full super-priority amount. Cross-Defendants admit that the HOA foreclosure sale was held on January 25, 2012, at which time the property reverted to the HOA via credit bid.

19. Answering Paragraph 19 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

20. Answering Paragraph 20 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

21. Answering Paragraph 21 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

22. Answering Paragraph 22 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

23. Answering Paragraph 23 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

FIRST CAUSE OF ACTION
(Unjust Enrichment Against the HOA)

24. Answering Paragraph 24 of the Cross-Claim, answering Cross-Defendants incorporate by reference their prior responses to the allegations referenced in this Paragraph.

25. Answering Paragraph 25 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

26. Answering Paragraph 26 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

27. Answering Paragraph 27 of the Cross-Claim, answering Cross-Defendants lack sufficient information or belief to admit or deny the allegations contained therein and, on that basis, generally and specifically deny said allegations.

28. Answering Paragraph 28 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein, and clarifies that the tender of $486.00 was made not through the now non-existent law firm of Miles, Bauer, Bergstrom & Winters, LLP, but through Akerman Senterfitt, LLP (now Akerman, LLP, counsel for BANA in this action); as to the allegation that BANA's tender was an attempt to protect BANA's first

Deed of Trust, answering Cross-Defendants lack sufficient information or belief to admit or deny the allegations contained therein; furthermore, as to the allegations that the tender represented the full amount the HOA could claim as the super-priority lien, answering Cross-Defendants aver that said allegations state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

29. Answering Paragraph 29 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein, and clarify that A&K received a check in the amount of $486.00; that the amount represented the full super-priority lien amount is a legal conclusion for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

30. Answering Paragraph 30 of the Cross-Claim, answering Cross-Defendants admit that the foreclosure was held; deny and clarify that the property reverted to the HOA via credit bid; and are without sufficient information or belief to admit or deny the remaining allegations contained therein and, on that basis, generally and specifically deny said allegations.

31. Answering Paragraph 31 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

32. Answering Paragraph 32 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

33. Answering Paragraph 33 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

SECOND CAUSE OF ACTION
(Unjust Enrichment Against Alessi, the HOA Trustee)

34. Answering Paragraph 34 of the Cross-Claim, answering Cross-Defendants incorporates by reference their prior responses to the allegations referenced in this Paragraph.

35. Answering Paragraph 35 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

36. Answering Paragraph 36 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

37. Answering Paragraph 37 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

38. Answering Paragraph 38 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

THIRD CAUSE OF ACTION
(Tortious Interference with Contractual Relations Against the HOA and Alessi)

39. Answering Paragraph 39 of the Cross-Claim, answering Cross-Defendants incorporate by reference their prior responses to the allegations referenced in this Paragraph.

40. Answering Paragraph 40 of the Cross-Claim, answering Cross-Defendants lack sufficient information or belief to admit or deny the allegations contained therein and, on that basis, generally and specifically deny said allegations.

41. Answering Paragraph 41 of the Cross-Claim, answering Cross-Defendants admit the allegations that a notice of default was recorded by A&K, on behalf of the HOA, on December 2, 2010; as to the remaining allegations, Cross-Defendants aver that the document speaks for itself; as such, no response is required by the answering Cross-Defendants; provided

however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

42. Answering Paragraph 42 of the Cross-Claim, answering Cross-Defendants lack sufficient information or belief to admit or deny the allegations contained therein and, on that basis, generally and specifically deny said allegations.

43. Answering Paragraph 43 of the Cross-Claim, answering Cross-Defendants admit that A&K received a check from BANA in the amount of $486.00; that the amount represented the full super-priority lien amount is a legal conclusion for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

44. Answering Paragraph 44 of the Cross-Claim, answering Cross-Defendants admit that the foreclosure was held; deny and clarify that the property reverted to the HOA via credit bid; and are without sufficient information or belief to admit or deny the remaining allegations contained therein and, on that basis, generally and specifically deny said allegations.

45. Answering Paragraph 45 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

46. Answering Paragraph 46 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

47. Answering Paragraph 47 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

48. Answering Paragraph 48 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

49. Answering Paragraph 49 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

FOURTH CAUSE OF ACTION
(Breach of the Duty of Good Faith Against the HOA and Alessi)

50. Answering Paragraph 50 of the Cross-Claim, answering Cross-Defendants incorporate by reference their prior responses to the allegations referenced in this Paragraph.

51. Answering Paragraph 51 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

52. Answering Paragraph 52 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein, and clarify that A&K received a check from BANA in the amount of $486.00; that the amount represented the full super-priority lien amount is a legal conclusion for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

53. Answering Paragraph 53 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

54. Answering Paragraph 54 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

55. Answering Paragraph 55 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

56. Answering Paragraph 56 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

FIFTH CAUSE OF ACTION
(Wrongful Foreclosure Against the HOA and Alessi)

57. Answering Paragraph 57 of the Cross-Claim, answering Cross-Defendants incorporate by reference their prior responses to the allegations referenced in this Paragraph.

58. Answering Paragraph 58 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein, and clarify that A&K received a check from BANA in the amount of $486.00; that the amount represented the full super-priority lien amount is a legal conclusion for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

59. Answering Paragraph 59 of the Cross-Claim, answering Cross-Defendants aver that the allegations contained therein state legal conclusions for which no response is required by the answering Cross-Defendants; provided however, that to the extent said Paragraph does require a response, Cross-Defendants generally and specifically deny said allegations.

60. Answering Paragraph 60 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

61. Answering Paragraph 61 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

62. Answering Paragraph 62 of the Cross-Claim, answering Cross-Defendants generally and specifically deny the allegations contained therein.

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AFFIRMATIVE DEFENSES

Cross-Defendants affirmatively allege that they have not yet had a reasonable opportunity to complete discovery, and facts hereinafter may be discovered which may substantiate other affirmative defenses not listed below. By this Answer to Cross-Claimant's Cross-Claim, Cross-Defendants do not waive any affirmative defenses and reserve the right to amend the Answer to insert any subsequently discovered affirmative defenses.

FIRST AFFIRMATIVE DEFENSE
(Statute of Limitations)

Cross-Defendants allege that Cross-Claimant's claims are barred, in whole or in part, because the statute of limitations on said claims expired before the initiation of Cross-Claimant's action against Cross-Defendants.

SECOND AFFIRMATIVE DEFENSE
(Failure to State a Claim)

Cross-Defendants allege that Cross-Claimant has failed to state facts sufficient to constitute any cause of action against Cross-Defendants.

THIRD AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

Cross-Defendants allege that Cross-Claimant's claims are barred, in whole or in part, because of Cross-Claimant's failure to take reasonable steps to mitigate the damages alleged in the Cross-Claim, if any, even though Cross-Claimant had the opportunity and means of doing so. In asserting this affirmative defense, Cross-Defendants do not admit liability for damages due to Cross-Claimant's injury alleged in the Cross-Claim, nor do Cross-Defendants admit that such damages exist.

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FOURTH AFFIRMATIVE DEFENSE
(Equitable Defense, Laches, Unclean Hands, Failure to Do Equity)

Cross-Defendants allege that Cross-Claimant's claims are barred by the equitable doctrines of laches, unclean hands, and failure to do equity.

FIFTH AFFIRMATIVE DEFENSE
(Breach of Contract)

Cross-Defendants allege that Cross-Claimant substantially and materially breached the obligations/contract complained of prior to commencement of this action, which conduct extinguishes the right to maintain this action.

SIXTH AFFIRMATIVE DEFENSE
(Bad Faith)

Cross-Defendants allege that Cross-Claimant's Cross-Claim is filed in bad faith and has no merit.

SEVENTH AFFIRMATIVE DEFENSE
(Cross-Defendants Acted in Good Faith)

Cross-Defendants are excused from any and all liability under the facts alleged in Cross-Claimant's claims for relief because at all material times, Cross-Defendants acted in good faith and conducted all material transactions in good faith.

EIGHTH AFFIRMATIVE DEFENSE
(Cross-Claimant Not Entitled to Relief)

Cross-Defendants deny that Cross-Claimant is entitled to any relief for which it prays.

NINTH AFFIRMATIVE DEFENSE
(Privilege)

Cross-Defendants allege that Cross-Claimant's claims are barred, in whole or in part, on the ground that Cross-Defendant's conduct as alleged in Cross-Claimant's Cross-Claim was privileged.

TENTH AFFIRMATIVE DEFENSE
(Cross-Claimant's Own Negligence)

Cross-Claimant is barred from recovery, or said recovery, if any, must be proportionately reduced, as any injury or damage allegedly suffered by Cross-Claimant occurred as a proximate result of the negligence on its own part, in that Cross-Claimant failed to exercise ordinary care on its own behalf at the time and place alleged.

ELEVENTH AFFIRMATIVE DEFENSE
(Comparative Fault)

Cross-Defendants allege that Cross-Claimant was careless and negligent with respect to all matters alleged by it in its Cross-Claim and thus was comparatively at fault and proximately caused its own damages. Accordingly, any damages otherwise recoverable by Cross-Claimant, if any, should be reduced in proportion to its own negligence or omission.

TWELFTH AFFIRMATIVE DEFENSE
(Assumption of Risk)

Cross-Claimant, at all material times, calculated, knew, and understood the risks inherent in the situations, actions, omissions, and transactions upon which it now bases its various claims for relief, and with such knowledge, Cross-Claimant undertook and thereby assumed such risk and is consequently barred from all recovery by such assumption of risk.

THIRTEENTH AFFIRMATIVE DEFENSE
(No Proximate Cause)

The acts or omissions of Cross-Defendants alleged in Cross-Claimant's claims for relief were not a proximate cause of the loss or damage for which Cross-Claimant seeks recovery.

FOURTEENTH AFFIRMATIVE DEFENSE
(Suffered No Damages)

Cross-Defendants allege that Cross-Claimant's claims are barred because Cross-Claimant suffered no damages as a result of the allegations in the Cross-Claim.

FIFTEENTH AFFIRMATIVE DEFENSE
(Cross-Claimant's Omissions)

Cross-Defendants allege that, by reason of Cross-Claimant's own acts and omissions, Cross-Claimant has waived its right to assert the claims it has asserted against Cross-Defendants.

SIXTEENTH AFFIRMATIVE DEFENSE
(Additional Affirmative Defenses)

Pursuant to Rule 11 of the Nevada Rules of Civil Procedure (NRCP), Cross-Defendants reserve the right to assert additional affirmative defenses in the event discovery and/or investigation disclose the existence of other affirmative defenses.

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PRAYER FOR RELIEF

WHEREFORE, Cross-Defendants pray for judgment as follows:

1. That Cross-Claimant recovers nothing on account of the claims made in its Amended Cross-Claim against Cross-Defendants;

2. That Cross-Claimant's entire Cross-Claim against Cross-Defendants be dismissed with prejudice;

3. For reasonable attorney's fees and costs of suit incurred herein; and

4. For such other and further relief as the Court may deem just and proper.

DATED this 30th day of September, 2015.

ALESSI & KOENIG, LLC

Vanessa S. Goulet, Esq.
Nevada Bar No. 13688
ALESSI & KOENIG, LLC
9500 W. Flamingo, Suite #205
Las Vegas, Nevada 89147
Phone: (702) 222-4033
Fax: (702) 222-4043
Attorney for Cross-Defendants
ARBOR PARK COMMUNITY ASSOCIATION
AND ALESSI & KOENIG, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of September, 2015, I caused service of a true and correct copy of the foregoing **ARBOR PARK COMMUNITY ASSOCIATION AND ALESSI AND KOENIG, LLC'S ANSWER TO THE CROSS-CLAIM** to be made by depositing same in the United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows, and via the Court's mandatory electronic service system:

Darren Brenner, Esq.
Eric Powers, Esq.
Akerman, LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Tel: (702) 634-5000
Fax: (702) 380-8572
darren.brenner@akerman.com
eric.powers@akerman.com
Attorneys for Plaintiff

John Henry Wright, Esq.
The Wright Law Group, P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, NV 89102
Attorney for Plaintiff

An employee of Alessi & Koenig

EXHIBIT 4

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CLERK OF THE COURT

SAO
JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
THE WRIGHT LAW GROUP, PC.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454
Attorneys for Plaintiff NV EAGLES LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

NV EAGLES LLC, a Nevada Limited Liability Company, Plaintiff, vs. FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ,, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX, Defendants.	CASE NO. A-13-691901-C DEPT. NO. XXXI

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED by and between NV EAGLES LLC ("Plaintiff"), through its counsel, John Henry Wright, Esq., of THE WRIGHT LAW GROUP, P.C., AMELIA B. CRUZ and ERICK CRUZ defendants in proper person, that:

AMELIA B. CRUZ and ERICK CRUZ claim no current interest in5430 Dianthus Court, Henderson, NV 89031,, the subject property of this litigation; and

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THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454

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Plaintiff and Defendants AMELIA B. CRUZ and ERICK CRUZ, stipulate to dismiss Plaintiff's Complaint for Quiet Title and Declaratory Relief against Defendants AMELIA B. CRUZ and ERICK CRUZ, and all claims based upon facts alleged therein as to Defendants AMELIA B. CRUZ and ERICK CRUZ with prejudice, with each party to bear its own costs and attorney's fees.

DATED this 10 day of January, 2014

JOHN HENRY WRIGHT, ESQ.
THE WRIGHT LAW GROUP, PC.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Attorneys for Plaintiff

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

ERICK CRUZ
6309 Markleham Ave.
Las Vegas, Nevada 89130
Defendant in proper person

Subscribed and sworn before me
this 10 day of February, 2014

Notary Public, State of Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2017

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

AMELIA B. CRUZ
6309 Markleham Ave.
Las Vegas, Nevada 89130
Defendant in proper person

Subscribed and sworn before me
this 10 day of February, 2014

Notary Public, State of Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2017

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THE WRIGHT LAW GROUP P.C.
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Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454

ORDERED.

IT IS ORDERED dismissing Plaintiff's Complaint for Quiet Title and Declaratory Relief against Defendants AMELIA B. CRUZ and ERICK CRUZ, and all claims based upon facts alleged therein with prejudice, with each party to bear its own costs and attorney's fees.

Dated this 13 day of February 2014.

JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully submitted by:

THE WRIGHT LAW GROUP, P.C.

JOHN HENRY WRIGHT, ESQ.
THE WRIGHT LAW GROUP, PC.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Attorney for Plaintiff NV EAGLES LLC

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
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EXHIBIT 5

NVD
JOHN HENRY WRIGHT
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Telephone: (702) 405-0001
Facsimile: (702) 405-8454
Email: john@wrightlawgroupnv.com
Attorney for NV EAGLES, LLC

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES LLC, a Nevada Limited Liability Company, Plaintiff, vs. FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ,, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX, Defendants.	CASE NO. A-13-691901-C DEPT. NO. XXXI

THE WRIGHT LAW GROUP P.C.
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Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454

NOTICE OF VOLUNTARY DISMISSAL

Plaintiff NV EAGLES LLC, by and through its attorney, JOHN HENRY WRIGHT, ESQ., of THE WRIGHT LAW GROUP, P.C., hereby gives NOTICE OF VOLUNTARY DISMISSAL, without prejudice, of all claims against Defendant FLAGSTAR BANK, FSB, pursuant to Rule 41 (a)(1) of the Nevada Rules of Civil Procedure.

Dated this 10th day of January, 2013.

THE WRIGHT LAW GROUP, PC

JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182

NVD
JOHN HENRY WRIGHT
Nevada Bar No. 6182
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Email: john@wrightlawgroupnv.com
Attorney for NV EAGLES, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES LLC, a Nevada Limited Liability Company, Plaintiff, vs. WELLS FARGO BANK, INC., a South Dakota Corporation, AMERICAN STERLING BANK, a Missouri Corporation, BANK OF AMERICAN, N.A., a Foreign Corporation, GERONIMO B. DELACRUZ and CERILA B DELACRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX, Defendants.	CASE NO. A-13-690943-C DEPT. NO. XXIX

THE WRIGHT LAW GROUP P.C.
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Las Vegas, Nevada 89102
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NOTICE OF VOLUNTARY DISMISSAL

Plaintiff NV EAGLES LLC, by and through its attorney, JOHN HENRY WRIGHT, ESQ., of THE WRIGHT LAW GROUP, P.C., hereby gives NOTICE OF VOLUNTARY DISMISSAL, without prejudice, of all claims against Defendant WELLS FARGO BANK, INC., pursuant to Rule 41 (a)(1) of the Nevada Rules of Civil Procedure.

Dated this 10th day of January, 2013.

THE WRIGHT LAW GROUP, PC

JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182

NVD
JOHN HENRY WRIGHT
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Attorney for NV EAGLES, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

NV EAGLES LLC, a Nevada Limited Liability Company, Plaintiff, vs. ARGENT MORTGAGE COMPANY, L.L.C., a Delaware Corporation, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California Corporation; DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR ARGENT SECURITIES INC;. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-M1, a Foreign Corporation; LASHIA D. MACAULEY, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX, Defendants.	CASE NO. A-13-691902-C DEPT. NO. XXVII

NOTICE OF VOLUNTARY DISMISSAL

Plaintiff NV EAGLES LLC, by and through its attorney, JOHN HENRY WRIGHT, ESQ., of THE WRIGHT LAW GROUP, P.C., hereby gives NOTICE OF VOLUNTARY DISMISSAL, without prejudice, of all claims against Defendant ARGENT MORTGAGE COMPANY, L.L.C., pursuant to Rule 41 (a)(1) of the Nevada Rules of Civil Procedure.

Dated this 10th day of January, 2013.

THE WRIGHT LAW GROUP, PC

JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182

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EXHIBIT 6

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Steven D. Grierson
CLERK OF THE COURT

ORDR

DARREN T. BRENNER, ESQ.
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Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

ORDER GRANTING DEFENDANT BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT AND DENYING ARBOR PARK COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT AS MOOT

Hearing Date: December 20, 2016
Hearing Time: 9:00 a.m.

Bank of America and Arbor Park Community Association's motions for summary judgment came before the Court on December 20, 2016. The Court, having reviewed the briefing, the exhibits attached thereto, all the papers and pleadings, and oral argument of counsel, and good cause appearing, makes the following findings of fact and conclusions of law.

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1160 TOWN CENTER DRIVE, SUITE 330
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Case Number: A-13-691901-C

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

FINDINGS OF FACT

1. On or about August 24, 2005, Erick Cruz and Amelia Cruz entered into the senior deed of trust with ST Mortgage (the **Deed of Trust**) for the property located at 5430 Dianthus Court, North Las Vegas, Nevada 89031. The original value of the Deed of Trust was $220,400.00, and the Deed of Trust was recorded on August 31, 2005.

2. This Deed of Trust was assigned to Countrywide Bank, FSB, as recorded on August 30, 2007. Bank of America, N.A. is the successor by April 27, 2009 *de jure* merger with Countrywide Bank, FSB.

3. On August 20, 2010, Alessi & Koenig, LLC (**HOA Trustee**), as agent for Arbor Park Community Association (**HOA**), recorded a Notice of Delinquent Assessment (Lien) against the property. The HOA noted in the Notice of Delinquent Assessment Lien that the total amount due as of August 20, 2010 was $1,642.90.

4. On December 2, 2010, the HOA Trustee, as agent for the HOA, recorded a Notice of Default and Election to Sell Under Homeowners Association Lien.

5. On May 2, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale stated that the total amount due was $3,829.27. The HOA set a sale date of July 13, 2011.

6. On June 13, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale again stated that the total amount due was $3,829.27 and did not include an updated amount. The HOA once again set a sale date of July 13, 2011. This notice was recorded twice on the same day.

7. On August 3, 2011, Bank of America's counsel sent a letter to the HOA Trustee, enclosing a check for $486.00. At the time of Bank of America's payment, the HOA's assessments were $54.00 monthly. Bank of America's $486.00 payment equaled the super-priority portion of the HOA's lien.

8. The HOA, through the HOA Trustee, accepted Bank of America's $486.00 and applied that check to the homeowners' delinquent account.

9. On December 30, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale stated that the total amount due was $4,639.40. The HOA set a sale date of January 25, 2012.

10. The HOA non-judicially foreclosed on the Property on January 25, 2012. The HOA credit bid the Property at its own foreclosure sale for $21,884.61.

11. The HOA quitclaimed the property to Underwood Partners, LLC in exchange for $9,257.00, as recorded on April 23, 2013.

12. Underwood Partners, LLC then conveyed the property to NV Eagles, LLC, as recorded on October 18, 2013.

13. NV Eagles, LLC then conveyed the property to Plaintiff, as recorded on December 9, 2015.

CONCLUSIONS OF LAW

14. Summary judgment is proper when there is no issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732. Summary judgment is particularly appropriate where issues of law are controlling and dispositive of the case. *American Fence, Inc. v. Wham*, 95 Nev. 788, 792, 603 P.2d 274, 277 (1979).

15. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014), the Nevada Supreme Court stated that "as junior lienholder, [the holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]"). 334 P.3d at 414.

16. The super-priority portion of the HOA's lien is equal to the amount of assessments that "would have become due in the absence of acceleration during the nine months immediately preceding institution of an action to enforce the lien...." *See* NRS 116.3116(2). In *Horizon at Seven Hills Homeowners Association v. Ikon Holdings, LLC*, the Nevada Supreme Court unequivocally held that the super-priority amount of an HOA's lien "is limited to an amount equal to the common

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expense assessments due during the nine months before foreclosure." 132 Nev. Adv. Op. 35, at 13 (Nev. April 28, 2016). Accordingly, an HOA's super-priority lien does not include interest, collection costs, or other fees. *Id.* at 132 Nev. Adv. Op. 35, at 13.

17. Bank of America's $486.00 payment to the HOA prior to the sale was equal to the statutory super-priority portion of the HOA's lien. The HOA accepted Bank of America's super-priority payment. Accordingly, Bank of America's payment extinguished the super-priority portion of the HOA's lien pursuant to the tender doctrine.

18. Because the HOA's super-priority lien was extinguished, Bank of America's senior interest in the Property survived the HOA's foreclosure sale. Plaintiff's interest in the Property is subject to Bank of America's Deed of Trust.

19. The Court rejects Bank of America's argument that NRS 116, *et seq.* is facially unconstitutional because it allows a mortgage lender to be stripped of its first deed of trust at an HOA foreclosure sale without requiring actual notice to the lender of the intent to foreclose.

20. The Court does not rule on Bank of America's argument that the HOA's foreclosure sale was commercially unreasonable because Bank of America's super-priority tender is dispositive of the case.

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LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Bank of America's Motion for Summary Judgment is **GRANTED**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Arbor Park's Motion for Summary Judgment is **DENIED AS MOOT**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bench trial scheduled for January 30, 2017 is hereby **VACATED**.

Dated: ~~January~~ June 6, 2017

JOANNA S. KISHNER

THE HONORABLE JOANNA S. KISHNER
DISTRICT COURT JUDGE

Submitted by:	Approved as to form and content by:
AKERMAN LLP DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 TENESA S. SCATURRO, ESQ. Nevada Bar No. 12488 1160 Town Center Drive, Suite 330 Las Vegas, Nevada 89144 *Attorneys for Defendant Bank of America, N.A.*	**HONG & HONG** JOSEPH Y. HONG, ESQ. 10781 W. Twain Ave. North Las Vegas, Nevada 89135 *Attorney for Plaintiff*
Approved as to form and content by: **LEACH JOHNSON SONG & GRUCHOW** SEAN L. ANDERSON, ESQ. RYAN W. REED, ESQ 8945 West Russell Road, Suite 330 Las Vegas, Nevada 89148 *Attorneys for Cross-Defendant Arbor Park Community Association*	

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EXHIBIT 7

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6/22/2017 1:58 PM
Steven D. Grierson
CLERK OF THE COURT

SAO
DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
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Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

STIPULATION AND ORDER FOR ENTRY OF FINAL JUDGMENT AND TO STAY BANK OF AMERICA'S CROSS-CLAIMS AGAINST CROSS-DEFENDANTS until August 10, 2017 hearing re status check on stay.

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 8/10/17 TIME 9:00am
APPROVED BY

PLEASE FILE WITH MASTER CALENDAR

Defendant/Cross-Claimant Bank of America, N.A. (**Bank of America**), Plaintiff Weimin Ma (**Plaintiff**), Cross-Defendant Arbor Park Community Association (**HOA**), and Cross-Defendant

06-19-17 A10:21 IN 31

Case Number: A-13-691901-C

Alessi & Koenig, LLC (**Alessi**), by and through their respective counsel, hereby stipulate and agree as follows:

1. Bank of America's motion for summary judgment came before the Court on December 20, 2016. The Court granted Bank of America summary judgment and found, among other things, that Bank of America's payment extinguished the super-priority portion of the HOA's lien, that Bank of America's senior interest in the property located at 5430 Dianthus Court, Henderson, NV 89031 (**Property**) survived the HOA's foreclosure sale, and that Plaintiff's interest in the Property is subject to Bank of America's Deed of Trust.

2. The HOA's motion for summary judgment came before the Court the same day on December 20, 2016. The Court denied the HOA's motion for summary judgment as moot.

3. The parties hereby stipulate and agree to the entry of a final judgment as to the order granting Bank of America's motion for summary judgment pursuant to NRCP 54(b), there being no just reason for delay.

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AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

4. Bank of America's cross-claims against Cross-Defendant Alessi and the HOA are currently pending. Accordingly, Bank of America, Plaintiff, and Cross-Defendants stipulate and agree to entry of a stay of the proceedings related to Bank of America's cross-claims against Alessi and the HOA, pending any appeal and decision by the Nevada Court of Appeals or Nevada Supreme Court on the order granting Bank of America summary judgment.

DATED: June 15, 2017.

AKERMAN LLP

/s/
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Defendants Bank of America, N.A.

HONG & HONG

/s/
JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
10781 W. Twain Ave.
North Las Vegas, Nevada 89135
Attorney for Plaintiff

HOA LAWYERS GROUP

/s/
STEVEN T. LOIZZI, ESQ.
Nevada Bar No. 10920
9500 W. Flamingo, Suite 205
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Attorney for Cross-Defendants
Alessi & Koenig, LLC

LEACH JOHNSON SONG & GRUCHOW

/s/
SEAN L. ANDERSON, ESQ.
Nevada Bar No. 7259
8945 W. Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorney for Cross-Defendants
Arbor Park Community Association

ORDER

Based upon the stipulation of the parties and good cause appearing,

IT IS HEREBY ORDERED that there is no just reason for delay and expressly directs entry of judgment in favor of Bank of America, N.A.

IT IS FURTHER HEREBY ORDERED that Bank of America's claims against the HOA and Alessi are STAYED ~~pending appeal.~~ [illegible]. until August 10, 2017

Dated this 19TH day of June, 2017 At which time a status check re Stay will be heard At 9:00 a.m. Department XXXII

JOANNA S. KISHNER
JUDGE JOANNA S. KISHNER
DISTRICT COURT JUDGE

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

4. Bank of America's cross-claims against Cross-Defendant Alessi and the HOA are currently pending. Accordingly, Bank of America, Plaintiff, and Cross-Defendants stipulate and agree to entry of a stay of the proceedings related to Bank of America's cross-claims against Alessi and the HOA, pending any appeal and decision by the Nevada Court of Appeals or Nevada Supreme Court on the order granting Bank of America summary judgment.

DATED: June __, 2017.

AKERMAN LLP

/s/
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
1160 Town Center Drive, Suite 330
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Attorneys for Defendants Bank of America, N.A.

HONG & HONG

/s/
JOSEPH Y. HONG, ESQ.
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Attorney for Plaintiff

HOA LAWYERS GROUP

/s/
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LEACH JOHNSON SONG & GRUCHOW

/s/ # 11695
SEAN L. ANDERSON, ESQ.
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8945 W. Russell Road, Suite 330
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Attorney for Cross-Defendants
Arbor Park Community Association

ORDER

Based upon the stipulation of the parties and good cause appearing,

IT IS HEREBY ORDERED that there is no just reason for delay and expressly directs entry of judgment in favor of Bank of America, N.A.

IT IS FURTHER HEREBY ORDERED that Bank of America's claims against the HOA and Alessi are STAYED ~~pending appeal.~~ until April 10, 2017 at which time a status check re stay will be heard at 9:00 am in Dept 32.

Dated this ___ day of June, 2017

JUDGE JOANNA S. KISHNER
DISTRICT COURT JUDGE

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EXHIBIT 8

Electronically Filed
6/9/2017 10:16 AM
Steven D. Grierson
CLERK OF THE COURT

ORDR

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Email: tenesa.scaturro@akerman.com

Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT AND DENYING ARBOR PARK COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT AS MOOT

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:

/ / /

/ / /

/ / /

Case Number: A-13-691901-C

AKERMAN LLP
1160 TOWN CENTER DRIVE, SUITE 330
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TEL.: (702) 634-5000 – FAX: (702) 380-8572

PLEASE TAKE NOTICE that an **ORDER GRANTING DEFENDANT BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT AND DENYING ARBOR PARK COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT AS MOOT** has been entered on the 8th day of June 2017, in the above-captioned matter. A copy of said Order is attached hereto as Exhibit A.

DATED this 9th day of June, 2017.

AKERMAN LLP

/s/ Tenesa S. Scaturro
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of June, 2017 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT AND DENYING ARBOR PARK COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT AS MOOT**, addressed to:

Leach Johnson Song & Gruchow	
Patty Gutierrez	pgutierrez@leachjohnson.com
Robin Callaway	rcallaway@leachjohnson.com
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com
Hong & Hong	
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Alesso & Koenig	
A&K eserve	eserve@alessikoenig.com

/s/ *Doug J. Layne*
An employee of AKERMAN LLP

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EXHIBIT A

EXHIBIT A

Electronically Filed
6/8/2017 4:54 PM
Steven D. Grierson
CLERK OF THE COURT

ORDR

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
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Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

ORDER GRANTING DEFENDANT BANK OF AMERICA, N.A.'S MOTION FOR SUMMARY JUDGMENT AND DENYING ARBOR PARK COMMUNITY ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT AS MOOT

Hearing Date: December 20, 2016
Hearing Time: 9:00 a.m.

Bank of America and Arbor Park Community Association's motions for summary judgment came before the Court on December 20, 2016. The Court, having reviewed the briefing, the exhibits attached thereto, all the papers and pleadings, and oral argument of counsel, and good cause appearing, makes the following findings of fact and conclusions of law.

06-05-17 P01:42 IN

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Case Number: A-13-691901-C

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FINDINGS OF FACT

1. On or about August 24, 2005, Erick Cruz and Amelia Cruz entered into the senior deed of trust with ST Mortgage (the **Deed of Trust**) for the property located at 5430 Dianthus Court, North Las Vegas, Nevada 89031. The original value of the Deed of Trust was $220,400.00, and the Deed of Trust was recorded on August 31, 2005.

2. This Deed of Trust was assigned to Countrywide Bank, FSB, as recorded on August 30, 2007. Bank of America, N.A. is the successor by April 27, 2009 *de jure* merger with Countrywide Bank, FSB.

3. On August 20, 2010, Alessi & Koenig, LLC (**HOA Trustee**), as agent for Arbor Park Community Association (**HOA**), recorded a Notice of Delinquent Assessment (Lien) against the property. The HOA noted in the Notice of Delinquent Assessment Lien that the total amount due as of August 20, 2010 was $1,642.90.

4. On December 2, 2010, the HOA Trustee, as agent for the HOA, recorded a Notice of Default and Election to Sell Under Homeowners Association Lien.

5. On May 2, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale stated that the total amount due was $3,829.27. The HOA set a sale date of July 13, 2011.

6. On June 13, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale again stated that the total amount due was $3,829.27 and did not include an updated amount. The HOA once again set a sale date of July 13, 2011. This notice was recorded twice on the same day.

7. On August 3, 2011, Bank of America's counsel sent a letter to the HOA Trustee, enclosing a check for $486.00. At the time of Bank of America's payment, the HOA's assessments were $54.00 monthly. Bank of America's $486.00 payment equaled the super-priority portion of the HOA's lien.

8. The HOA, through the HOA Trustee, accepted Bank of America's $486.00 and applied that check to the homeowners' delinquent account.

9. On December 30, 2011, the HOA Trustee, on behalf of the HOA, recorded a Notice of Trustee's Sale. The Notice of Trustee's Sale stated that the total amount due was $4,639.40. The HOA set a sale date of January 25, 2012.

10. The HOA non-judicially foreclosed on the Property on January 25, 2012. The HOA credit bid the Property at its own foreclosure sale for $21,884.61.

11. The HOA quitclaimed the property to Underwood Partners, LLC in exchange for $9,257.00, as recorded on April 23, 2013.

12. Underwood Partners, LLC then conveyed the property to NV Eagles, LLC, as recorded on October 18, 2013.

13. NV Eagles, LLC then conveyed the property to Plaintiff, as recorded on December 9, 2015.

CONCLUSIONS OF LAW

14. Summary judgment is proper when there is no issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732. Summary judgment is particularly appropriate where issues of law are controlling and dispositive of the case. *American Fence, Inc. v. Wham*, 95 Nev. 788, 792, 603 P.2d 274, 277 (1979).

15. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014), the Nevada Supreme Court stated that "as junior lienholder, [the holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]"). 334 P.3d at 414.

16. The super-priority portion of the HOA's lien is equal to the amount of assessments that "would have become due in the absence of acceleration during the nine months immediately preceding institution of an action to enforce the lien...." *See* NRS 116.3116(2). In *Horizon at Seven Hills Homeowners Association v. Ikon Holdings, LLC*, the Nevada Supreme Court unequivocally held that the super-priority amount of an HOA's lien "is limited to an amount equal to the common

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expense assessments due during the nine months before foreclosure." 132 Nev. Adv. Op. 35, at 13 (Nev. April 28, 2016). Accordingly, an HOA's super-priority lien does not include interest, collection costs, or other fees. *Id.* at 132 Nev. Adv. Op. 35, at 13.

17. Bank of America's $486.00 payment to the HOA prior to the sale was equal to the statutory super-priority portion of the HOA's lien. The HOA accepted Bank of America's super-priority payment. Accordingly, Bank of America's payment extinguished the super-priority portion of the HOA's lien pursuant to the tender doctrine.

18. Because the HOA's super-priority lien was extinguished, Bank of America's senior interest in the Property survived the HOA's foreclosure sale. Plaintiff's interest in the Property is subject to Bank of America's Deed of Trust.

19. The Court rejects Bank of America's argument that NRS 116, *et seq.* is facially unconstitutional because it allows a mortgage lender to be stripped of its first deed of trust at an HOA foreclosure sale without requiring actual notice to the lender of the intent to foreclose.

20. The Court does not rule on Bank of America's argument that the HOA's foreclosure sale was commercially unreasonable because Bank of America's super-priority tender is dispositive of the case.

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AKERMAN LLP
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LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Bank of America's Motion for Summary Judgment is **GRANTED**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Arbor Park's Motion for Summary Judgment is **DENIED AS MOOT**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bench trial scheduled for January 30, 2017 is hereby **VACATED**.

Dated: ~~January~~ June 6, 2017

JOANNA S. KISHNER

THE HONORABLE JOANNA S. KISHNER
DISTRICT COURT JUDGE

Submitted by:	Approved as to form and content by:
AKERMAN LLP DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 TENESA S. SCATURRO, ESQ. Nevada Bar No. 12488 1160 Town Center Drive, Suite 330 Las Vegas, Nevada 89144 *Attorneys for Defendant Bank of America, N.A.*	**HONG & HONG** JOSEPH Y. HONG, ESQ. 10781 W. Twain Ave. North Las Vegas, Nevada 89135 *Attorney for Plaintiff*
Approved as to form and content by: **LEACH JOHNSON SONG & GRUCHOW** SEAN L. ANDERSON, ESQ. RYAN W. REED, ESQ 8945 West Russell Road, Suite 330 Las Vegas, Nevada 89148 *Attorneys for Cross-Defendant Arbor Park Community Association*	

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EXHIBIT 9

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6/23/2017 9:02 AM
Steven D. Grierson
CLERK OF THE COURT

NEO

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Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

NOTICE OF ENTRY OF STIPULATION AND ORDER FOR ENTRY OF FINAL JUDGMENT AND TO STAY BANK OF AMERICA'S CROSS-CLAIMS AGAINST CROSS-DEFENDANTS

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:

/ / /

/ / /

/ / /

Case Number: A-13-691901-C

AKERMAN LLP
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LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR ENTRY OF FINAL JUDGMENT AND TO STAY BANK OF AMERICA'S CROSS-CLAIMS AGAINST CROSS-DEFENDANTS** has been entered on the 22nd day of June 2017, in the above-captioned matter. A copy of said Order is attached hereto as Exhibit A.

DATED this 23rd day of June, 2017.

AKERMAN LLP

/s/ Tenesa S. Scaturro
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
1160 Town Center Drive, Suite 330
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Attorneys for Defendant Bank of America, N.A.

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1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of June, 2017 and pursuant to NRCP 5(b), I s served via the Clark County electronic filing system a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR ENTRY OF FINAL JUDGMENT AND TO STAY BANK OF AMERICA'S CROSS-CLAIMS AGAINST CROSS-DEFENDANTS**, addressed to:

Leach Johnson Song & Gruchow	
Patty Gutierrez	pgutierrez@leachjohnson.com
Robin Callaway	rcallaway@leachjohnson.com
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com
Hong & Hong	
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Alesso & Koenig	
A&K eserve	eserve@alessikoenig.com

/s/ *Doug J. Layne*
An employee of AKERMAN LLP

AKERMAN LLP
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EXHIBIT A

EXHIBIT A

Electronically Filed
6/22/2017 1:58 PM
Steven D. Grierson
CLERK OF THE COURT

SAO
DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
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Facsimile: (702) 380-8572
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Email: tenesa.scaturro@akerman.com

Attorneys for Defendant Bank of America, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

WEIMIN MA,

Plaintiff,

v.

FLAGSTAR BANK, FSB a Michigan Corporation, BANK OF AMERICA, N.A. a Foreign Corporation, MTC FINANCIAL INC. DBA TRUSTEE CORPS, a California Corporation, AMELIA B. CRUZ, an individual, ERICK CRUZ, an individual and DOES I through X, inclusive; ROE ENTITIES XI through XX,

Defendants.

BANK OF AMERICA, N.A.,

Cross-claimant,

vs.

ARBOR PARK COMMUNITY ASSOCIATION; and ALESSI & KOENIG, LLC,

Cross-defendants.

Case No.: A-13-691901-C
Dept. No: XXXI

STIPULATION AND ORDER FOR ENTRY OF FINAL JUDGMENT AND TO STAY BANK OF AMERICA'S CROSS-CLAIMS AGAINST CROSS-DEFENDANTS until August 10, 2017 hearing re status check on stay.

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 8/10/17 TIME 9:00am
APPROVED BY

PLEASE FILE WITH MASTER CALENDAR

Defendant/Cross-Claimant Bank of America, N.A. (**Bank of America**), Plaintiff Weimin Ma (**Plaintiff**), Cross-Defendant Arbor Park Community Association (**HOA**), and Cross-Defendant

06-19-17 A10:21 IN 31

Case Number: A-13-691901-C

Alessi & Koenig, LLC (**Alessi**), by and through their respective counsel, hereby stipulate and agree as follows:

1. Bank of America's motion for summary judgment came before the Court on December 20, 2016. The Court granted Bank of America summary judgment and found, among other things, that Bank of America's payment extinguished the super-priority portion of the HOA's lien, that Bank of America's senior interest in the property located at 5430 Dianthus Court, Henderson, NV 89031 (**Property**) survived the HOA's foreclosure sale, and that Plaintiff's interest in the Property is subject to Bank of America's Deed of Trust.

2. The HOA's motion for summary judgment came before the Court the same day on December 20, 2016. The Court denied the HOA's motion for summary judgment as moot.

3. The parties hereby stipulate and agree to the entry of a final judgment as to the order granting Bank of America's motion for summary judgment pursuant to NRCP 54(b), there being no just reason for delay.

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4. Bank of America's cross-claims against Cross-Defendant Alessi and the HOA are currently pending. Accordingly, Bank of America, Plaintiff, and Cross-Defendants stipulate and agree to entry of a stay of the proceedings related to Bank of America's cross-claims against Alessi and the HOA, pending any appeal and decision by the Nevada Court of Appeals or Nevada Supreme Court on the order granting Bank of America summary judgment.

DATED: June 15, 2017.

AKERMAN LLP

/s/
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
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HONG & HONG

/s/
JOSEPH Y. HONG, ESQ.
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HOA LAWYERS GROUP

/s/
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Attorney for Cross-Defendants
Alessi & Koenig, LLC

LEACH JOHNSON SONG & GRUCHOW

/s/
SEAN L. ANDERSON, ESQ.
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8945 W. Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorney for Cross-Defendants
Arbor Park Community Association

ORDER

Based upon the stipulation of the parties and good cause appearing,

IT IS HEREBY ORDERED that there is no just reason for delay and expressly directs entry of judgment in favor of Bank of America, N.A.

IT IS FURTHER HEREBY ORDERED that Bank of America's claims against the HOA and Alessi are STAYED ~~pending appeal.~~ [illegible]. until August 10, 2017

Dated this 19TH day of June, 2017 At which time a status check re Stay will be heard At 9:00 a.m. Department XXXII

JOANNA S. KISHNER
JUDGE JOANNA S. KISHNER
DISTRICT COURT JUDGE

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

4. Bank of America's cross-claims against Cross-Defendant Alessi and the HOA are currently pending. Accordingly, Bank of America, Plaintiff, and Cross-Defendants stipulate and agree to entry of a stay of the proceedings related to Bank of America's cross-claims against Alessi and the HOA, pending any appeal and decision by the Nevada Court of Appeals or Nevada Supreme Court on the order granting Bank of America summary judgment.

DATED: June __, 2017.

AKERMAN LLP

/s/
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
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Attorneys for Defendants Bank of America, N.A.

HONG & HONG

/s/
JOSEPH Y. HONG, ESQ.
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Attorney for Plaintiff

HOA LAWYERS GROUP

/s/
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LEACH JOHNSON SONG & GRUCHOW

/s/ # 11695
SEAN L. ANDERSON, ESQ.
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Las Vegas, Nevada 89148
Attorney for Cross-Defendants
Arbor Park Community Association

ORDER

Based upon the stipulation of the parties and good cause appearing,

IT IS HEREBY ORDERED that there is no just reason for delay and expressly directs entry of judgment in favor of Bank of America, N.A.

IT IS FURTHER HEREBY ORDERED that Bank of America's claims against the HOA and Alessi are STAYED ~~pending appeal.~~ until April 10, 2017 at which time a status check re stay will be heard at 9:00 am in Dept 32.

Dated this ___ day of June, 2017

JUDGE JOANNA S. KISHNER
DISTRICT COURT JUDGE

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