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NEVADA COMMISSION FOR
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS
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HALL & EVANS, LLC
KURT R. BONDS, ESQ.
Nevada Bar No. 6228
TROY R. DICKERSON, ESQ.
Nevada Bar No. 9381
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022
nvefile@hallevans.com
bondsk@hallevans.com
dickersont@hallevans.com
Attorneys for Respondents

BEFORE THE COMMISSION FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA,

Petitioner,

vs.

WINTERWOOD VILLAGE UNIT NO. 1, HOMEOWNERS ASSOCIATION, (Entity No. C485-1972); and LESLIE ORTEGA.

Respondents.

Case No.: 2025-86

RESPONDENT WINTERWOOD VILLAGE UNIT NO. 1 HOMEOWNERS ASSOCIATION'S AND RESPONDENT LESLIE ORTEGA'S ANSWER TO COMPLAINT

COMES NOW, Respondents WINTERWOOD VILLAGE UNIT NO. 1, HOMEOWNERS ASSOCIATION (Entity No. C485-1972) and LESLIE ORTEGA ("Respondents"), by and through their attorneys of record, HALL & EVANS, LLC, to answer Petitioner's Complaint for Disciplinary Action and Notice of Hearing ("Complaint") brought by the Real Estate Division, Department of Business and Industry, State of Nevada ("Division")

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

filed with the Nevada Commission for Common-Interest Communities and Condominium Hotels ("Commission") on February 6, 2026, as follows:

JURISDICTION AND NOTICE ALLEGATIONS

The answering Respondents admit the Jurisdiction and Notice allegations contained in the Complaint, i.e., that at all times relevant to the Complaint, Respondent Winterwood Village Unit No. 1, Homeowners Association, Entity Number C485-1972 ("Respondent HOA") has been a common-interest community located in Las Vegas, Nevada, and Respondent Leslie Ortega ("Respondent Ortega")(together, the "Respondents") at all times relevant has served as a board member and/or president of the Respondent HOA Board of Directors ("Board"). As such, Respondents admit that they are therefore subject to the provisions of Chapter 116 of each of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC") (hereinafter collectively referred to as "NRS 116") and thereby are therefore also subject to the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division"), and the Commission for Common-Interest Communities and Condominium Hotels pursuant to the provisions of NRS 116.750.

FACTUAL ALLEGATIONS

1. The answering Respondents denies that the Respondent HOA consists of 214 units in a common interest community located in Las Vegas, Nevada. The Respondent HOA actually consists of 213 units.

2. The answering Respondents admit that Respondent Ortega, at all times relevant to the Complaint and since at least January 2022, has served as Board President of the Respondent HOA.

3. The answering Respondents admit those allegations contained in Paragraph 3 of the Complaint.

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

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4. The answering Respondents admit those allegations contained in Paragraph 4 of the Complaint.

5. The answering Respondents admit those allegations contained in Paragraph 5 of the Complaint.

6. The answering Respondents admit those allegations contained in Paragraph 6 of the Complaint.

7. The answering Respondents admit those allegations contained in Paragraph 7 of the Complaint.

8. The answering Respondents state that they do not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint, and upon said grounds therefore deny each and every allegation contained therein.

9. The answering Respondents admit those allegations contained in Paragraph 9 of the Complaint.

10. The answering Respondents admit those allegations contained in Paragraph 10 of the Complaint.

11. The answering Respondents admit those allegations contained in Paragraph 11 of the Complaint.

12. The answering Respondents admit in part and deny in part the allegations contained in Paragraph 12 of the Complaint.

Respondents admit that they previously provided bank records for 2022, 2023, 2024, and 2025 (through September 30, 2025) to the Division pursuant to the requests made by Investigator Messer in the fourth Request for Information ("RFI") letter sent by the Division on September 24, 2025

Respondents (1) deny that the Respondent HOA Board did not timely provide timesheets for Respondent Ortega's work in response to the requests made by Investigator Messser in the fourth RFI letter sent by the Division on September 24, 2025, and (2) also deny that the Respondent HOA Board did not timely provide invoices and receipts for board member reimbursements in response to the requests made by Investigator Messer in the fourth RFI letter sent by the Division on September 24, 2025, for the reasons that follow.

Respondents' current undersigned legal counsel and their law firm have obtained and reviewed the communications made and records transferred between the Respondents and the Respondents' general counsel attorney, Troy Isaacson, Esq. and his staff, who were specifically retained by the Respondents in the Summer of 2025 for a time to represent the HOA and Ms. Ortega against newly added allegations first made against them by Investigator Messer within a third RFI letter dated August 11, 2025, sent by the Division. *See* **CICCH0110-CICCH0112**. While those specific communications made at the time described are attorney-client privileged, Mr. Isaacson, pursuant to his retention by the Respondents at the time, prepared and provided a written response on behalf of the Respondents dated August 26, 2025, to the Division's third RFI letter. *See* **CICCH0113-CICCH0118**.

In his August 26, 2025, written response to the Division's third RFI, Mr. Isaacson advised the Division as follows: "With this letter [the August 26, 2025, written response to the third RFI], the Association is providing a link to those documents previously submitted as well as those requested. The Association continues to work on pulling some of the documents requested by the Division and those will be provided as soon as they are made available to my office." *See* **CICCH0118**, para. 2. Whereupon, Mr. Isaacson's August 26, 2025, response provided a link for the Division to a series of subfolders contained in a Dropbox file provided for access and download by his firm, the Isaacson Law Firm in Las Vegas, Nevada.

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
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The allegations contained in paragraph 12 of the Division's Complaint states that "The Board . . . did not provide timesheets for RESPONDENT ORTEGA'S work or invoices and receipts for board member reimbursements." Complaint, p. 4, para. 12, ln. 3-4. However, Mr. Isaacson's office has subsequently provided the documents his office submitted to the Division in August 2025 as referenced to the undersigned, and the documents provided by Mr. Isaacson's office contained timesheets and invoices/receipts reimbursements made to Ms. Ortega for 2023, 2024, and 2025. *See* Declaration of Troy R. Dickerson, Esq. in Support attached as **Exhibit A**. Moreover, the undersigned has since obtained and corroborated additional documentation received from Respondent Ortega in preparation for this Answer which contain timesheets and reimbursement requests for 2021 and 2022 that were directly delivered to the Division by the HOA in August/September 2025 . *See* **Exhibit A**, para. 7. Both Mr. Isaacson's office and the Respondents attest that this documentation was previously made available and submitted to the Division in August/September 2025 either by the Dropbox link provided by Mr. Isaacson's firm with his August 26, 2025, letter and/or by a subsequent delivery of copied documents by the HOA which were dropped off at Division offices by an employee of the Respondent HOA in August/September 2025. *See* **Exhibit A**, para. 8.

That this documentation is purported to have been provided to the Division by the Respondents/their attorney last year in August/September 2025, yet the pending Complaint alleges that this information was never provided to the Division last year, is troubling to the Respondents, especially if the Division/Commission up to this point has been unable to access and review the information and documentation at issue described as previously requested by the Division. *See* **Exhibit A**, para. 9-12.

Based upon the current records of the Association provided to the undersigned for review, Respondents' current legal counsel is therefore unable to ascertain exactly what records

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

were provided to the Division in 2025 pursuant to the following specific requests made by Investigator Messer in the fourth RFI letter sent to Respondents dated September 24, 2025:

"3. Time sheets for Leslie Ortega from January 1, 2022, to December 31, 2022, and July 1, 205, to present; and

4. Invoices and receipts for all board member reimbursements from January 1, 2022, to present . . ."

See **Exhibit A,** para. 11. Accordingly, in order to remediate any issues related to information the Division/Commission claims it has never received per the allegations contained in the pending Complaint, Respondents are willing to supplement the referenced previously requested information/documentation to the Commission's Division attorneys separately from this Answer for review and consideration as a gesture of good faith preparatory to any upcoming proceedings to be held before the Commission if those particular document items were in fact somehow never provided to the Division by the Respondents and/or by the Respondents' previously retained attorney, Troy Isaacson, in 2025. *See* **Exhibit A**, para. 13. However, preparation, organization, and submittal of this additional documentation, and any material subsequent review and consideration by the Division/Commission may also warrant the request of an additional continuance of proceedings by the Respondents under the current time constraints in these proceedings if such additional action is anticipated to take a substantial amount of time. *See* **Exhibit A**, para. 14.

13. The answering Respondents admit in part and deny in part the allegations contained in Paragraph 13 of the Complaint.

Respondents admit that the bank records they previously provided to the Division in 2025 contained copies of checks, payable to Respondent Ortega in calendar years dated 2022 through 2025. Respondents also admit that copies of several checks previously provided to the Division

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

payable to Respondent Ortega within this time frame were signed, in part, by Respondent Ortega herself, as a single-signer only upon any given check generated during this time period.

Respondents deny that copies of any checks previously provided to the Division were "dual signed by ORTEGA, herself" as alleged in Paragraph 13 of the Complaint to the extent that the Commission intends "dual signed" to mean that Ortega signed any particular check twice as an attempt to meet the two (2)-signature operating account withdrawal requirements of NRS 116.31153(2). The record of documents relied upon by the Division as referenced does not show that Respondent Ortega ever signed any singular check twice.

14. The answering Respondents admit those allegations contained in Paragraph 14 of the Complaint to the extent that the collective checks made payable to Respondent Ortega by year which she counter-signed in her capacity as the Respondent's Board president were similar and/or approximate to the totaled figures for each year alleged in Paragraph 14 of the Complaint, although Respondents have not done any exact calculations or forensic examinations in order to determine the actual specific amounts paid due to the current time constraints, deadlines, and additional time necessary that would warrant taking such action involved in the pending captioned proceedings.

15. The answering Respondents admit those allegations contained in Paragraph 15 of the Complaint.

RESPONDENTS' DEFENSES TO ALLEGATIONS OF VIOLATIONS OF LAW

The Complaint alleges the following Violations of Law against the Respondents:

1. RESPONDENT ASSOCIATION, through its executive board, violated NRS 116.3103 pursuant to NRS 116.31187(1) by allowing Respondent ORTEGA to be compensated by Association funds for providing financing, goods, and services to the association.

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2. RESPONDENT ORTEGA violated NRS 116.3103 pursuant to NRS 1165.31187 by accepting compensation payments made through Association funds for providing financing, goods, and services to the association.

Respondents hereby answer and state the following defenses in response to alleged Violation Nos. 1 and 2 as follows:

A. <u>Respondent Ortega and Her Family Have a Multi-Generational History with the HOA Community Which Has Been Self-Managed for Almost All of its Existence</u>

1. Winterwood Village Unit No. 1 Homeowners Association is a 55-year old, 213-unit self-managed common-interest HOA community located in Las Vegas, Nevada, made up of single-family residential manufactured homes. Development of the community began in 1971. More information regarding the community, its configuration, its operation, and activities can be found on the HOA's currently active website located at **winterwoodvillage.com**.

2. Respondent Ortega is a 74-year old long-time Las Vegas resident who has a considerable history with the Winterwood Village HOA community. She has lived in the HOA for almost 30 years, and has been the HOA's Board president for almost 20 years. Ms. Ortega's grandparents first moved into the community decades ago and raised Ms. Ortega's mother in the HOA. Ms. Ortega's mother was a director on the HOA's Board at a point in the past. Ms. Ortega purchased an HOA residence in the 1990s, raised her son in the community, and has grandchildren that have also been raised in the community. Ms. Ortega served briefly as the president of the Board in the late 1990s after moving into the community, became a director again for the HOA in 2006, and subsequently became Board president of the HOA again in 2007. She has been the HOA's Board president ever since.

3. Other than being briefly managed by an outside company 20 years ago for less than six (6) months, the Winterwood Village HOA upon information and belief has always been self-managed. In order to operate as a self-managed corporate entity under Nevada law and its

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

governing documents, the HOA has consistently employed office staff employees over the course of its existence to help take care of non-director operational office duties for the HOA.

4. A big reason office support staff is necessary at Winterwood Village is because operation of the HOA is so document- and record-intensive. As a self-managed entity, the HOA is required to maintain current resale packets and all related documentation, as it receives dozens of resale packet requests every year. As custodian of records for the community, the HOA is also required to update and provide access for membership to current HOA governing documents, keep regular board meeting minutes and financial records, and to keep all HOA records organized, filed, and archived.

5. In addition to the document-/record-intensive obligations described, office staff duties also include answering phone calls (reception), bookkeeping, purchasing office supplies, running office errands, and conducting similar non-director services which are vital to the daily operation of a self-managed entity like Winterwood Village HOA. Since the community began development in 1971, the HOA, its Board of Directors, and office staff have worked out of a central business office located within the HOA's clubhouse at 5500 Everglade Street, Las Vegas, Nevada, which was built when the community first began development approximately 55 years ago.

6. For the first 13-14 years of Ms. Ortega's tenure as a director and HOA Board president after 2006, there was little turnover of office staff hired and employed by the HOA. In instances where a non-director office employee might leave the HOA after several years, Respondent Ortega, who had experience helping and overseeing all facets of self-management for the HOA due to her accrued time on the Board, could and would step in briefly to help perform temporary clerical, receptionist, clerk, bookkeeping, or errand-running duties in the HOA's office on an as-needed basis while simultaneously helping to hire and train the next new

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

office employee. Not surprisingly, helping the HOA with office services during staff shortages could take a substantial amount of time.

7. Employee-transition periods at the HOA were brief and infrequent between 2006 and 2021. When transition did occur, usually only for weeks at a time, Ms. Ortega would work for free in the office to help cover these described duties intermittently until another HOA office employee was hired because she was the only one who knew how to do these duties during staffing shortages until new employees could be hired.

B. <u>As a Self-Managed Entity, the HOA's Office Had to Remain Open and Related Non-Director Office Services Had to Be Consistently Provided to Members in Order for the HOA to Maintain Operations and Meet Fiduciary Obligations to Its Membership Including During Periods of High Office Staff Turnover When the HOA Was Unable to Consistently Find and Retain Office Employees</u>

1. Office employee staffing circumstances at the HOA changed drastically right after the COVD-19 pandemic lockdown began in 2020. Between 2021 and 2022 when COVD-19 lockdown protocols were still strictly observed and enforced in Clark County, Nevada, five (5) separate individual employees hired as office staff left the HOA in succession over the course of approximately one (1) year. This began with a staff member who had been employed by the HOA for five (5) years quitting without notice. Each successive individual office employee hired thereafter either quit or left the HOA after working only a couple of weeks or months. Only one (1) of these individuals gave the HOA notice before quitting during this time period. Moreover, each departure created an immediate staffing shortage for the HOA which would last several weeks or even months before a new employee could be found and hired by the HOA only to quit a short time later.

2. In each instance where an employee left during this time period, because Respondent Ortega had been at the HOA for so long and was the only person who knew all affiliated office duties and responsibilities so well that were necessary to run the office, Ms.

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1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

Ortega stepped in to help train new employees for a time without pay while the HOA continued to endure another staffing shortages every couple of weeks or months. Attempting to find and hire new employees in pandemic circumstances was especially difficult where people were essentially being restricted from meeting, communicating, and working in person at the time.

3. Notwithstanding, as a self-managed entity, multiple attempts had to continue to be made by the HOA to hire and train reception and clerical staff in order to remain day-to-day operational, but all attempts to keep long-term employees failed during this particular time period. Several hires left or were unable to perform due to critical errors made or life circumstances. One hired clerk did not tell the HOA that she had dyslexia, and several files, paperwork, and receipt books had to be checked and corrected as a result. Another clerk hired had a wrist injury which made it difficult to write receipts, and she eventually just stopped showing up to work without giving any notice to the HOA.

4. Taken together, half a dozen office non-director office employee departures occurred at the HOA's office between 2021 and 2022.

5. By September 2021, Ms. Ortega had been stuck covering several consecutive employee transitions and intermittently taking on daunting responsibilities in the office on multiple occasions because she was the only person at the HOA who knew the comprehensive details and protocols of operation in the office and what to do in order to keep the HOA functioning as a self-managed entity on a day-to-day basis before another staffing shortage occurred.

6. Even while the HOA was undergoing these hiring issues, the Board was understandably hesitant to fire anyone. Both Respondents HOA and Ortega wanted these hires to work out for the long run so that Ms. Ortega would not have to be in the office almost every day taking on office duties for free until another hire was successful.

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
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(702) 998-1022

7. When another part-time receptionist quit without providing any notice in September 2021, Ms. Ortega memorialized a handwritten note, dated September 7, 2021, to the rest of the Board. *See* handwritten note written by Respondent Ortega dated September 7, 2021, attached as **Exhibit B.** At that time, Ms. Ortega had approximately 15 years of experience as Board president and knew from experience that replacing a receptionist is a difficult even in normal conditions, but that trying to replace another office employee during the height of the COVID pandemic would be nearly impossible for the HOA where applicants at the time were avoiding public-facing office jobs due to exposure risk, and the position offered no healthcare. No one else at the time was available or qualified to keep the HOA's office functioning, and only Respondent Ortega knew what to do.

8. Describing the direness of those circumstances in her September 7, 2021, handwritten note, Respondent Ortega communicated to the rest of the Board that she intended to take a brief leave of absence at that time "until we have a trained receptionist in the office." She also memorialized in her note that, under the circumstances, she felt she was being "forced" to do so in order to keep the HOA operating and did not want to create a "conflict of interest" under the circumstances. *See* **Exhibit B.**

9. Shortly thereafter, in September 2021, Respondent Ortega began tracking office time for services provided at the hourly minimum wage rate, for mileage, and for purchases made on behalf of the HOA to be submitted for payment/reimbursement when such services were rendered by Respondent Ortega in order to keep the HOA operational.

10. After and throughout the rest of the pandemic ordeal into 2022 and up until August 2025, Respondent Ortega consistently kept track of the office services she provided. Ms. Ortega's motivating intent in providing such services was to keep the office operating so that assessments could be collected and bills could be paid in order for the HOA could continue to

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

operate. While she did agree to accept payment from the HOA for services rendered, payment was only rendered at an hourly wage rate which was equal to the departed HOA employee's rate for office work and was only for office services provided. Ms. Ortega's intent was never to receive compensation for her role as president of the Board or as a director.

C. <u>All Services Performed by Respondent Ortega Were Outside of a Board Member's Role and Solely Within the Role of an Office Employee for Which the Association Would Otherwise Have Paid Someone to Perform</u>

1. At this time, Ms. Ortega thought the statute at issue, NRS 116.31187, which might restrict payment to her as an HOA Board member prohibited pay only for performing Board duties. This distinction was important to Respondent Ortega because everything Ms. Ortega was doing at the time she considered to be office services for which the HOA would otherwise have paid someone else to perform. She thought she understood the difference between the two (2) types of jobs (director vs. non-director), and accordingly, acted transparently, performed office staff labor, and kept consistent time, mileage, and purchase records for the services she provided at anytime to the HOA based upon this posture.

2. Ms. Ortega did not think she was violating any laws or regulations at any time and did not like or want to create the appearance of any potential conflict of interest. At the same time, while she never intended to put the HOA in any type of jeopardy, she also didn't think it was right that she had to keep stepping in and working for free to keep the HOA operational every time there was a staffing shortage when she never knew how long the hiring transition would take, and the HOA began having difficulty successfully maintaining long-term office employees. Office responsibilities at the HOA's office are time-intensive and can be daunting, as described.

3. Ms. Ortega was never paid by the Association for her work on the Board for providing director and officer functions and/or services. She was only paid for office services

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1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

rendered and only received an hourly wage at the same rate the office employees who had quit were getting.

4. Office duties taken on by Ms. Ortega included phone answering (reception), preparing assessment collection documentation, preparing receipts, preparing updated resale packets, making copies, composing and mailing association letters, filing, organizing homeowner information, and related tasks.

5. The HOA's office had to be kept open to keep functioning. The HOA's office was open several weekdays every week during regularly posted business hours. Overseeing the office consistently required regular in-person hours to remain open, but consistent errors by support staff and incomplete homeowner forms and records increased clerical workload and required repeated mailing of homeowner/resident mailing which yielded low compliance to HOA rules and regulations.

6. Ms. Ortega attempted to separate board and clerical functions throughout this time frame, continued to meet with homeowners seeking the Board president, and believed that certain event-decorating tasks done at certain times of the year (Halloween, Christmas, etc.) were not board duties. She also authorized payment to others for decorating due to lack of volunteers.

7. From the pandemic circumstances occurring in 2021 until the Division's allegation letter received in August 2025, Respondent Ortega documented her role, acted transparently, and performed staff labor, not board labor, which began during a pandemic crisis and continued afterwards.

D. <u>At All Times Respondent Ortega Has Wanted to Ensure that the Association Business was Handled Properly and has had the Community's Best Interests at Heart.</u>

1. Despite being paid by the Association for clerical and office responsibilities provided intermittently between 2021 and 2025 for a period of less than four (4) years, Ms.

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

Ortega has also continued and taken on several volunteer activities in the HOA community, including feral cat caregiving, meals on wheels, errands, deposits and a children's garden. She also provided several services to the HOA for free during this time.

2. After the Division's first letter was received by the HOA in August 2025 alleging that the Respondent HOA and Respondent Ortega might be in violation of NRS 116.3103 and NRS 116.31187(1), Ms. Ortega has received no further compensation from the HOA, and the Association has since agreed to implement new safeguards, clarifications, and policies in order to prevent possible misunderstandings regarding these types of scenarios from arising again in the future.

Based upon the above, no discipline is warranted against either of the Respondents based upon any allegations made in the Complaint and/or any records provided to or relied upon by the Division.

DATED this 15th day of May, 2026.

HALL & EVANS, LLC

KURT R. BONDS, ESQ.
Nevada Bar No. 6228
TROY R. DICKERSON, ESQ.
Nevada Bar No. 9381
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022
nvefile@hallevans.com
Attorneys for Respondents

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 15th day of May, 2026, the foregoing **RESPONDENT WINTERWOOD VILLAGE UNIT NO. 1, HOMEOWNERS ASSOCIATION'S AND RESPONDENT LESLIE ORTEGA'S ANSWER TO COMPLAINT** was served by hand-delivering signed copies of the Answer to the following:

COMMISSION OF COMMON-INTEREST
COMMUNITIES AND CONDOMINIUM HOTELS
3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102
Attn: Commission Coordinator

PHIL W. SU
Senior Deputy Attorney General
1 State of Nevada Way, Ste. 100
Las Vegas, Nevada 89119
psu@ag.nv.gov

/s/ Lisa Salgado-Guerrero
An Employee of HALL & EVANS, LLC

HALL & EVANS, LLC
1160 North Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 998-1022