

1 Shay L. Wells, Esq.
Nevada Bar No. 12130
2 McCade J. Wing, Esq.
Nevada Bar No. 16652
3 **WOODBURN AND WEDGE**
6100 Neil Road, Suite 500
4 Reno, Nevada 89511
5 swells@woodburnandwedge.com
6 mwing@woodburnandwedge.com
Attorneys for Plaintiff

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

9 CMS PROPERTY SERVICES, LLC – 2150
10 SUTRO PARCEL 3 SERIES, a series of CMS
Property Services, LLC, a Nevada limited
11 liability company,
12 Plaintiff,

Case No.
Dept. No.

13 vs.

COMPLAINT

14 CMS PROPERTY SERVICES, LLC – 2150
SUTRO PARCEL 1 SERIES, a series of CMS
15 Property Services, LLC, a Nevada limited
liability company; CMS PROPERTY
16 SERVICES, LLC – 2150 SUTRO PARCEL 2
SERIES, a series of CMS Property Services,
17 LLC, a Nevada limited liability company;
SIERRA RENOVA, LLC, a Nevada limited
18 liability company; RS 91 HOLDINGS, LLC,
a Nevada limited liability company; 2150
19 SUTRO ST. C, LLC, a Nevada limited
liability company; CHUI P. TAM, an
20 individual; SHUI M. TAM, an individual;
VENKATA R. GRIDDALUR, an individual;
21 GREGORY S. GORMAN, Trustee of the
GORMAN LIVING TRUST dated December
22 20, 1991; SHIRLEY C. GORMAN, Trustee
of the GORMAN LIVING TRUST dated
23 December 20, 1991; MARCEL BOUMA, an
individual; NORTH RENO FOURPLEX
24 APARTMENTS, LLC, a Nevada limited
liability company; and DOES 1-10,
25
26 Defendants.

**EXEMPT FROM ARBITRATION:
ACTION FOR QUIET TITLE**

27 Plaintiff CMS PROPERTY SERVICE – 2150 SUTRO PARCEL 3 SERIES, a series of
28 CMS Property Services, LLC, a Nevada limited liability company (hereinafter “CMS 3”),

1 hereby complains against Defendants CMS PROPERTY SERVICES, LLC – 2150 SUTRO
2 PARCEL 1 SERIES, a series of CMS Property Services, LLC, a Nevada limited liability
3 company (hereinafter “CMS 1”); CMS PROPERTY SERVICES, LLC – 2150 SUTRO
4 PARCEL 2 SERIES, a series of CMS Property Services, LLC, a Nevada limited liability
5 company (hereinafter “CMS 2”); SIERRA RENOVA, LLC, a Nevada limited liability company
6 (hereinafter “Sierra”); RS 91 HOLDINGS, LLC, a Nevada limited liability company
7 (hereinafter “RS 91”); 2150 SUTRO ST. C, LLC, a Nevada limited liability company
8 (hereinafter “Sutro”); CHUI P. TAM, an individual (hereinafter “CT”); SHUI M. TAM, an
9 individual (hereinafter “ST”); VENKATA R. GRIDDALUR, an individual (hereinafter “VG”);
10 GREGORY S. GORMAN, Trustee of the GORMAN LIVING TRUST dated December 20,
11 1991(hereinafter “GG”); SHIRLEY C. GORMAN, Trustee of the GORMAN LIVING TRUST
12 dated December 20, 1991 (hereinafter “SG”); MARCEL BOUMA, and individual (hereinafter
13 “MB”); NORTH RENO FOURPLEX APARTMENTS, LLC, A NEVADA LIMITED
14 LIABILITY COMPANY (hereinafter “NRFA” and collectively with each of the foregoing
15 Defendants, the “Owners”); and DOES 1-10, and alleges as follows:

16 **PARTIES**

17 1. CMS 3 is a series of CMS Property Services, LLC, a Nevada limited liability
18 company, registered to do business in Nevada, and is the record owner of certain real property
19 located in the City of Reno, County of Washoe, State of Nevada, commonly described as 2150
20 Sutro Street, Reno, Nevada 89512, and assigned Washoe County Assessor’s Parcel No. 004-
21 151-60.

22 2. CMS 1 is a series of CMS Property Services, LLC, a Nevada limited liability
23 company, registered to do business in Nevada, and is the record owner of certain real properties
24 located in the City of Reno, County of Washoe, State of Nevada, each commonly described as
25 2150 Sutro Street, Reno, Nevada 89512, and assigned Washoe County Assessor’s Parcel Nos.
26 004-151-45, 004-151-46, and 004-151-47.

27 3. CMS 2 is a series of CMS Property Services, LLC, a Nevada limited liability
28 company, registered to do business in Nevada, and is the record owner of certain real properties

1 located in the City of Reno, County of Washoe, State of Nevada, commonly described as 2150
2 Sutro Street, Reno, Nevada 89512, and 2150 Sutro Street H, Reno, Nevada 89512, and assigned
3 Washoe County Assessor's Parcel Nos. 004-151-49 and 004-151-50, respectively.

4 4. On information and belief, Sierra is a Nevada limited liability company,
5 registered to do business in Nevada, and is the record owner of certain real property located in
6 the City of Reno, County of Washoe, State of Nevada, commonly described as 2150 Sutro
7 Street G, Reno, Nevada 89512, and assigned Washoe County Assessor's Parcel No. 004-151-
8 51.

9 5. On information and belief, RS 91 is a Nevada limited liability company,
10 registered to do business in Nevada, and is the record owner of certain real property located in
11 the City of Reno, County of Washoe, State of Nevada, commonly described as 2150 Sutro
12 Street F, Reno, Nevada 89512, and assigned Washoe County Assessor's Parcel No. 004-151-
13 53.

14 6. On information and belief, VG, is a resident of Alameda County, California, and
15 is the record owner of certain real property located in the City of Reno, County of Washoe,
16 State of Nevada, commonly described as 2150 Sutro Street E, Reno, Nevada 89512, and
17 assigned Washoe County Assessor's Parcel No. 004-151-54.

18 7. On information and belief, MB is a resident of San Francisco County, California,
19 and is the record owner of certain real property located in the City of Reno, County of Washoe,
20 State of Nevada, commonly described as 2150 Sutro Street D, Reno, Nevada 89512, and
21 assigned Washoe County Assessor's Parcel No. 004-151-58.

22 8. On information and belief, Sutro is a Nevada limited liability company,
23 registered to do business in Nevada, and is the record owner of certain real property located in
24 the City of Reno, County of Washoe, State of Nevada, commonly described as 2150 Sutro
25 Street C, Reno, Nevada 89512, and assigned Washoe County Assessor's Parcel No. 004-151-
26 59.

27 9. On information and belief, CT and ST are residents of Churchill County, and are
28 the record owners of certain real property located in the City of Reno, County of Washoe, State

1 of Nevada, commonly described as 2150 Sutro Street B, Reno, Nevada 89512, and assigned
2 Washoe County Assessor's Parcel No. 004-151-57.

3 10. On information and belief, GG and SG are a resident of Washoe County, and
4 are the record owners of certain real property located in the City of Reno, County of Washoe,
5 State of Nevada, commonly described as 2150 Sutro Street A, Reno, Nevada 89512, and
6 assigned Washoe County Assessor's Parcel No. APN 004-151-55.

7 11. On information and belief, NRFA is a dissolved Nevada limited liability
8 company.

9 12. Defendants DOES 1-10, inclusive, are sued herein under fictitious names
10 because their true names and capacities are unknown to CMS 3. CMS 3 is informed and
11 believes, and on that basis alleges, that each of the Defendants designated as a DOE Defendant
12 are in some manner responsible for some or all of the damages and injuries sustained by CMS
13 3. When the true names and capacities of such Defendants become known, CMS 3 will seek
14 leave to amend this Complaint.

15 **JURISDICTION AND VENUE**

16 13. This Court has jurisdiction over this action because the real property at issue is
17 located in the City of Reno, Washoe County, Nevada.

18 14. This Court has subject matter jurisdiction over this action and specific personal
19 jurisdiction over the parties.

20 15. Venue is proper pursuant to NRS 13.010.

21 **GENERAL FACTS**

22 16. On October 26, 2004, Paul B. McKinzie and Ronald W. Vogal, acting together
23 on behalf of the McKinzie and Vogel Partnership (the "Declarant"), executed that certain
24 Declaration of Covenants, Conditions, and Restrictions for the North Reno Fourplex
25 Apartments, recorded in the Official Records of the Washoe County Recorder on November 4,
26 2004, as Document No. 3123165 (the "CC&Rs"), and attached hereto as **Exhibit 1**.

27 17. The CC&Rs do not contain all the statutory requirements for a declaration
28 creating a common interest community set forth in NRS 116.2105.

1 18. The Declarant executed and recorded the CC&Rs to encumber and run with the
2 subject land and benefit thirteen parcels: eleven fourplexes bearing APNs 004-151-45, 004-
3 151-46, 004-151-49 004-151-50, 004-151-51, 004-151-53, 004-151-54, 004-151-55, 004-151-
4 57, 004-151-58, and 004-151-59, one duplex bearing APN 004-151-47, and a common area
5 bearing APN 004-151-60 (the “Common Area Parcel” and collectively with the other twelve
6 parcels referenced herein, the “CC&R Property”).

7 19. The Owners and CMS 3 constitute all the record owners of the CC&R Property.

8 20. The real property at issue in this Complaint is the Common Area Parcel, APN
9 004-151-60, more particular described as follows:

10 Parcel 4D of Parcel Map No. 4020 according to the map thereof, filed in the office
11 of the County Recorder of Washoe County State of Nevada, on June 10, 2003 as
12 File No. 2869159

13 21. Pursuant to the CC&Rs, the Declarant was to convey the Common Area Parcel
14 to NRFA.

15 22. On information and belief, the Declarant formed NFRA on September 3, 2004.

16 23. On information and belief, NRFA was formed to act as the association for the
17 CC&R Property as contemplated in the CC&Rs.

18 24. For reasons unknown, the Declarant never conveyed the Common Area Parcel
19 to NRFA.

20 25. On information and belief, the Declarant subsequently dissolved NRFA.

21 26. The CC&R Property has never been treated or operated as a common interest
22 community, as set forth in NRS 116 or as otherwise contemplated in the CC&Rs.

23 27. By that certain Grant, Bargain, Sale Deed recorded in the Official Records of
24 the Washoe County Recorder on November 9, 2018, as Document No. 4865558, the Declarant
25 conveyed the Common Area Parcel to CMS Property Services, LLC, 1669 N. Virginia Series
26 (hereinafter “1669 NVS”), a series of CMS Property Services, LLC, a Nevada limited liability
27 company.
28

1 28. By that certain Grant, Bargain and Sale Deed recorded in the Official Records
2 of the Washoe County Recorder on January 3, 2019, as Document No. 4878472, 1669 NVS
3 conveyed the Common Area Parcel to CMS 3.

4 29. In or around October 2022, CMS 3 commenced discussions and negotiations
5 with Truckee Meadows Water Authority (hereinafter “TMWA”) regarding a potential
6 transaction by which TMWA would purchase a portion of the Common Area Parcel for the
7 purpose of installing a pump station.

8 30. By Purchase and Sale Agreement dated June 18, 2024, CMS 3 and TMWA
9 officially entered into a purchase and sale agreement (hereinafter the “TMWA Agreement”) for
10 TMWA’s purchase of a portion of the Common Area Parcel for \$100,000.00. The closing of
11 the transaction agreed to in the TMWA Agreement is conditioned upon the reformulation of an
12 association, conveyance of the Common Area Parcel to such association, and approval of the
13 transaction by the Owners.

14 31. On or around November 12, 2024, CMS 3 mailed and emailed to each of the
15 Owners the proposed Amended and Restated Declaration of Covenants, Conditions, and
16 Restrictions for North Reno Fourplex Apartments attached hereto as **Exhibit 2** (the “Proposed
17 A&R CC&Rs”).

18 32. After significant discussions and negotiations CMS 1, CMS 2, CMS 3, VG, MB,
19 and Sutro either executed the Proposed A&R CC&Rs or otherwise expressed their approval.

20 33. ST and CT, GG and SG, RS 91, and Sierra (the “Non-Consenting Owners”)
21 either expressed their disapproval for the Proposed A&R CC&Rs or otherwise failed to respond.

22 34. The CC&Rs require the affirmative written consent of 85% of the Owners to
23 amend the CC&Rs.

24 35. Pursuant to the CC&Rs, the Owners of each fourplex are allocated a voting
25 percentage of 8.7%.

26 36. Pursuant to the CC&Rs, the Owner of the duplex is allocated a voting percentage
27 of 4.3%.

28

1 37. More than a majority (65.2%) of the Owners have affirmatively consented in
2 writing to amending the CC&Rs pursuant to the Proposed A&R CC&Rs.

3 38. CMS 3 has determined that it is unable to obtain the 85% voting threshold
4 required under the CC&Rs for approval of the Proposed A&R CC&Rs.

5 **FIRST CLAIM FOR RELIEF**
6 (Quiet Title – All Defendants)

7 39. CMS 3 repeats and re-alleges each and every allegation contained herein and
8 incorporates the same as if fully set forth here.

9 40. The CC&R Property has never been treated as a common interest community.

10 41. NRFA is a dissolved Nevada limited liability company. NRFA never owned the
11 Common Area Parcel.

12 42. NRFA has never acted as the association for the CC&R Property and, on
13 information and belief, no membership interest in NRFA was ever issued to the Owners or any
14 other person.

15 43. The CC&Rs do not contain the necessary provisions required under NRS
16 116.2105.

17 44. More particularly, the CC&Rs do not state whether the common interest
18 community is a condominium, cooperative, or planned community as required by NRS
19 116.2105(1)(a).

20 45. The CC&Rs do not have a legally sufficient description of the real property
21 subject to the CC&Rs as required pursuant to NRS 116.2105(1)(c).

22 46. The CC&Rs do not state the number of units created under the CC&Rs as
23 required pursuant to NRS 116.2105(1)(d).

24 47. The CC&Rs do not describe the boundaries of each unit created under the
25 CC&Rs as required pursuant to NRS 116.2105(1)(e).

26 48. The CC&Rs do not allocate the units created under the CC&Rs as required
27 pursuant to NRS 116.2105(1)(k).

1 49. The CC&Rs do not reference any easements and licenses included under the
2 CC&Rs as required pursuant to NRS 116.2105(1)(m).

3 50. The CC&Rs are void and invalid because all the requirements of NRS 116.2105
4 are not satisfied.

5 51. NRS 40.010 permits an action by a party that claims an interest in real property
6 against another party claiming an interest in that real property to resolve competing interests.

7 52. CMS 3 is entitled to a judicial determination by this Court of the interests of the
8 Owners and CMS 3 in the Common Area Parcel and, specifically, a determination that CMS
9 3's ownership of the Common Area Parcel is not subject to the CC&Rs.

10 **SECOND CLAIM FOR RELIEF**
11 (NRS 116.21175 – Non-Consenting Owners)

12 53. CMS 3 repeats and re-alleges each and every allegation contained herein and
13 incorporates the same as if fully set forth here.

14 54. The Court has the power and authority to confirm a proposed amendment to a
15 declaration upon the majority consent of the underlying owners pursuant to NRS 116.21175(1).

16 55. A majority of the Owners have consented to the Proposed A&R CC&Rs.

17 56. If the Court determines that CMS 3 is not entitled to a decree confirming its
18 ownership of the Common Area Parcel is not subject to the CC&Rs pursuant to its First Claim
19 for Relief, CMS 3 requests, in the alternative, that the Court enter an order waiving the
20 supermajority requirements of the CC&Rs and confirming the Proposed A&R CC&Rs as
21 validly approved pursuant to NRS 116.21175.

22 **WHEREFORE**, CMS 3 requests judgment be entered in its favor and against the
23 Defendants as follows:

- 24 1. Quieting title to the Common Area Parcel and establishing that the CC&Rs are
25 invalid and inapplicable to CMS 3's ownership thereof; or
26 2. In the alternative, if the Court concludes CMS 3 is not entitled to the relief
27 requested in its First Claim for Relief, a judgment waiving the CC&R's
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

supermajority requirement and confirms the Proposed A&R CC&Rs as validly approved;

- 3. For attorney fees and costs of suit; and
- 4. For such other relief as the Court deems proper.

Affirmation pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the personal information of any person.

DATED this 17th day of January, 2025.

WOODBURN AND WEDGE

/s/ Shay L. Wells
Shay L. Wells, Esq.
Nevada Bar No. 12130
McCade J. Wing, Esq.
Nevada Bar No. 16652
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX TO EXHIBITS

Exhibit	Description	Pages
1	Declaration of Covenants Conditions and Restrictions	16
2	proposed Amended & Restated CC&Rs	45

INDEX TO EXHIBITS