

1 **BEFORE THE COMMISSION FOR COMMON-INTEREST**  
2 **COMMUNITIES AND CONDOMINIUM HOTELS**  
3 **STATE OF NEVADA**

4 SHARATH CHANDRA, Administrator,  
5 REAL ESTATE DIVISION, DEPARTMENT OF  
6 BUSINESS & INDUSTRY, STATE OF  
7 NEVADA,

8 Petitioner,

9 vs.

10 YVONNE A. CULLIVER,  
11 (CAM.0007452),

12 Respondent.

Case No. 2023-190

**STIPULATION AND ORDER  
FOR SETTLEMENT OF  
DISCIPLINARY ACTION**

13 This Stipulation for Settlement of Disciplinary Action (“Stipulation”) is entered into by and  
14 between the State of Nevada, Department of Business and Industry, Real Estate Division (“Division”),  
15 through its Administrator Sharath Chandra (“Petitioner”), by and through their attorney of record,  
16 Christal Park Keegan, and Yvonne A. Culliver (“RESPONDENT”).

17 **JURISDICTION AND NOTICE**

18 RESPONDENT held a community manager certificate from the Division (CAM.0007452) and  
19 is, therefore, subject to the jurisdiction of the Division and the provisions of NRS Chapters 116 and 116A  
20 and NAC Chapters 116 and 116A. RESPONDENT’S certificate is currently in “inactive” status.

21 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

22 1. At all times relevant to this Complaint, RESPONDENT was the Community Association  
23 Manager for Bonanza Park Homeowners Association (“Association”). *CICC 008*.

24 2. At all times relevant to this Complaint, RESPONDENT’S management company  
25 5STRMGT, LLC was the Association’s custodian of records. *CICC 008*.

26 3. At times relevant to this Complaint, RESPONDENT’S community manager certificate  
27 was inactive due to deficient education. *CICC 052*.

28 4. At all times relevant to this Complaint, the RESPONDENT did not respond to the Division  
or the Association’s numerous requests for responses and/or information. *CICC 001 – CICC 003, CICC  
004 – CICC 006, CICC 011 – CICC 015, CICC 0016 – CICC 0020, CICC 031, CICC 032 – CICC 034,  
CICC 035 – CICC 037, and CICC 041 – CICC 047, and CICC 054*.





1	<b>Month 2:</b>	<b>\$180</b>
2	<b>Month 3:</b>	<b>\$180</b>
3	<b>Month 4:</b>	<b>\$180</b>
4	<b>Month 5:</b>	<b>\$180</b>
5	<b>Month 6:</b>	<b>\$180</b>
6	<b>Month 7:</b>	<b>\$180</b>
7	<b>Month 8:</b>	<b>\$180</b>
8	<b>Month 9:</b>	<b>\$180</b>
9	<b>Month 10:</b>	<b>\$180</b>
10	<b>Month 11:</b>	<b>\$180</b>
11	<b>Month 12:</b>	<b>\$168.75</b>

12           At any time, RESPONDENT may elect to pay the amount due in full and/or may make monthly  
13 payments towards any monthly payment due, so long as the monthly amount due is satisfied in full on  
14 the quarterly due date, with no prepayment penalty, no interest.

15           4.       RESPONDENT shall also complete the M-100, The Essentials of Community Association  
16 Management course, a multi-day course that covers numerous elements of Community Association  
17 Management, to be completed within one (1) year from the date of the Order approving this Stipulation,  
18 with proof of completion supplied. Said education shall not count towards those necessary for  
19 RESPONDENT’S license renewal.

20           5.       RESPONDENT and the Division agree that by entering into this Stipulation, the Division  
21 does not concede any defense or mitigation, the RESPONDENT may assert and that once this Stipulation  
22 is approved and fully performed, the Division will close its file in this matter.

23           6.       RESPONDENT agree and understand that by entering into this Stipulation, she is waiving  
24 her right to a hearing at which she may present evidence in her defense, her right to a written decision on  
25 the merits of the complaint, her rights to reconsideration and/or rehearing, appeal and/or judicial review,  
26 and all other rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada  
27 Common-Interest Communities and Condominium Hotels statutes and accompanying regulations, and  
28 the federal and state Constitutions. The RESPONDENT understands that this Agreement and other

1 documentation may be subject to public records laws. The Commission members who review this matter  
2 for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the  
3 Complaint if this Stipulation is either not approved by the Commission or is not timely performed by the  
4 RESPONDENT. The RESPONDENT fully understands that she has the right to be represented by legal  
5 counsel in this matter at her own expense.

6 7. FEES and COSTS: Each party shall bear their own attorney's fees and costs.

7 8. APPROVAL OF STIPULATION. Once executed, this Stipulation will be filed with the  
8 Commission and will be placed on the agenda for approval at its next public meeting. The Division will  
9 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission  
10 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by  
11 RESPONDENT before any amendment is effective.

12 9. WITHDRAWAL OF STIPULATION. If the Commission rejects this Stipulation or  
13 suggests amendments unacceptable to the RESPONDENT, she may withdraw from this Stipulation, and  
14 the Division may pursue its Complaint before the Commission. This Stipulation then shall become null  
15 and void and unenforceable in any manner against either party.

16 10. RELEASE. In consideration of the execution of this Stipulation, RESPONDENT for  
17 herself, her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever  
18 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of  
19 their respective members, agents, employees, and counsel in their individual and representative  
20 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,  
21 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,  
22 now has, may have, or claim to have against any or all of the persons or entities named in this section,  
23 arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all  
24 matters related thereto.

25 11. INDEMNIFICATION. RESPONDENT hereby agrees to indemnify and hold harmless  
26 the State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their  
27 respective members, agents, employees, and counsel, in their individual and representative capacities,  
28 against any and all claims, suits, and actions brought against said persons and/or entities by reason of the

1 Division's investigation, this disciplinary action, and all other matters relating thereto, and against any  
2 and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by  
3 the persons and/or entities named in this section as a result of said claims, suits, and actions.

4 12. DEFAULT. In the event of default under any terms of this Stipulation, RESPONDENT  
5 agrees that her license shall be immediately suspended, and the unpaid balance of the administrative fine  
6 and costs, together with any attorneys' fees and costs that may have been assessed, shall be due in full to  
7 the Division within ten (10) calendar days of the date of default. Debt collection actions for unpaid  
8 monetary assessments in this case may be instituted by the Division or its assignee.

9 13. RESPONDENT has signed and dated this Stipulation only after reading and  
10 understanding all terms herein.

11 DATED: June 6, 2023.


NEVADA DEPARTMENT OF BUSINESS AND  
INDUSTRY, REAL ESTATE DIVISION

12  
13 By:   
14 SHARATH CHANDRA  
Administrator

15 DATED: ~~May \_\_\_\_\_~~, 2023.

RESPONDENT

16 June 5, 2023

17 By:   
YVONNE A. CULLIVER

18 Approved as to form dated May \_\_\_\_\_, 2023.

19 AARON D. FORD  
20 Attorney General

21 By:   
22 CHRISTAL P. KEEGAN (Bar No. 12725)  
23 Deputy Attorney General  
24 5420 Kietzke Lane, Suite 202  
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26 *Attorney for Real Estate Division*  
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