

## 2.0 PROPERTY CONDITION ASSESSMENT

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### 2.1 SUMMARY

Realty Resolution Advisors has performed this Property Condition Assessment (PCA) on the residential apartment building located at 1222 East Mountain View in Phoenix, Arizona. The PCA was performed in accordance with ASTM E-2018-08 "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process" and is subject to the limitations and scope consideration contained within the standard. This assessment was authorized by Sterling Savings Bank.

The Property is a two-story residential apartment building containing 38 units, a management office and a common laundry. There is also a separate maintenance building on site. The apartment complex consists of two, 2-story buildings. The east building is approximately 13,554 sq. ft. for a total of approximately 28,607 sq. ft. No dimensions were available for the detached maintenance building. The buildings are constructed on a 305 feet by 166 foot parcel of land located at 12<sup>th</sup> Street and Mountain View Road in Phoenix, Arizona. Surrounding properties include similar multi-family structures, single-family residences and a parcel of vacant land. The date of construction is estimated as 1989.

Parking area contains 62 parking spaces including 2 spaces designated as handicap parking. Parking lot is located along the west side of the Property. A masonry enclosed refuse area that encloses two dumpsters is located at the southwest corner of the parking area. Street access at the south end of the parking area is controlled by a wrought iron electric rolling gate that is controlled by a card reading access controller.

The building is constructed on an at-grade concrete slab and footing. All construction including walls 2<sup>nd</sup> floor framing and roof trusses is of wood frame. Exterior walls are covered with stucco, roof wood trusses are sheathed with plywood and covered with asphalt shingles. There was no access to the roof or the wood truss at the space to do an assessment. Access to the second floor units is by steel framed stair at each end of each building leading to a balcony in front of the second floor units.

The following is a summary of the Property:

**PROPERTY SUMMARY**

PROPERTY NAME	Mountain Creek Apartments
STREET ADDRESS	1222 East Mountain View Road, Phoenix, Arizona
ACCESSOR'S PARCEL NO.	159-30-114
SITE AREA	50,630 Sq. Ft. = 1.16 acres
BUILDING AREA	28607 Sq. Ft.
NUMBER OF APARTMENTS	38 Units
ON-SITE PARKING	62 Spaces including 2 handicap designated
PROPERTY ZONING	R-3 Multi-Family Residential
LEASING OFFICE	Provided on-site
SWIMMING POOL	Common Pool Provided On-Site
UTILITY COMPANIES	Electric – Arizona Public Service Natural Gas – Southwest Gas Water & Sewer – City of Phoenix Telephone - Qwest Refuse Collection – Waste Management

**2.1.1 GENERAL CONDITIONS**

Building exteriors appear to be generally in good repair. Some exterior items appear to have been installed recently including synthetic stone on towers, new concrete tile mansards at towers and exterior paint, however, no building permit information could be found going back to 2001.

The only exterior item on the building in need of immediate repair are the second level balcony decks. Cementations water proof covering on the balcony decks is deteriorating and needs recoating and resealing before any water damage is done to the lower level ceilings or possibly unit interiors. The exterior parking area asphalt needs to be redone. East parking lot asphalt has large cracks and potholes and needs resurfacing before it deteriorates any more. At the same time an approximately 35' section of curb along the west side of the lot at the south end is broken into pieces and needs to be replaced. These items are considered to be a significant nature that may lead to further failure within one year and will result in significant escalation of repair costs if left uncorrected.

Interior of the majority of units were reviewed during the observation. Of the units surveyed, 18 units look as though they had been updated from the original with only minor repairs required. 8 units observed appeared to be original construction with major updates required. The balance of 11 units surveyed had some damage to be repaired but nothing major required. Major updates required by the 8 units observed include new floor coverings, new appliances, new countertops and patching and painting of all walls.

### 2.1.2 COST OPINION

Based on observation of the overall property and improvements the Property appears to be in overall good condition with few significant repairs required. The costs estimated for items which require immediate attention and costs associated with upgrading the eight units which require major updating are as follows:

#### Common Area Improvements Recommended

1. Parking lot resurface, restripe, and curb repair	\$18,000.00
2. Resurface second level walk decks	\$20,000.00
3. Pool fence/gate repair	\$1,700.00
4. Landscape Renovation	\$3,000.00
<hr/>	
Total estimate cost for common area	\$42,700.00

#### Typical unit upgrade costs per unit

1. Install new carpet and ceramic tile floor coverings	\$1,400.00
2. New kitchen appliances and resurface countertops	\$3,500.00
3. Repair and paint drywall	\$1,000.00
4. Repair or replace doors	\$500.00
<hr/>	
Total estimated cost per unit	\$6,400.00

#### Recommended Property Improvement Plan

Common Area Improvements	\$39,700.00
Unit Upgrade (8 units)	\$51,200.00
<hr/>	
Total recommended	\$93,900.00

### 2.1.2 PROPERTY EXPECTED REMAINING USEFUL LIFE (RUL)

Based on the general condition of the Property the estimated remaining useful life is estimated to be not less than 40 years barring any natural disasters. This opinion is based on its current condition and maintenance status, assuming any recommended immediate repairs are completed and appropriate routine maintenance and replacement items are performed on an annual or as-needed basis. This is not an opinion or comment on the marketability of the property's useful life.

## 2.2 SYSTEM DESCRIPTIONS AND OBSERVATION

### 2.2.1 TOPOGRAPHY AND STORM WATER DRAINAGE

The site is relatively flat with no major grade slopes. The west parking area appears to have a grade break at approximately the center with the north half draining into a major concrete drainage channel located along the north property line and the south half draining into Mountain View Road. On the east side of the Property there is a large grass landscape area that appears to act as a storm water detention area that allows water to slowly drain off site to the south.

### 2.2.2 EXTERIOR STAIRS AND RAILINGS

Access to the 2nd level units is by an open steel frame stair with cast concrete treads at each end of each building. Treads have an exposed aggregate non-slip finish. Stair handrails and balcony rails appear to be in good repair. With the exception of the balcony walk surfaces needing repair, no maintenance issues were observed.

### 2.2.3 LANDSCAPE

There are natural trees and bushes located adjacent to the west side of the building. On the west side of the site between the parking lot and the west masonry wall located on the Property line, there is no landscaping. On the east side of property between the building and the masonry wall along the east property line the entire area is landscape with mature trees, shrubs and grass. This area serves as a common play area for the complex and looks quite nice. All trees, shrubs and grass are well maintained. There is an automatic sprinkler system to all landscape. The controller for the system is located on the outside of the building adjacent to the leasing office. The area between the buildings is bare dirt with no landscape whatsoever. This area would benefit from the installation of landscape along with the area to the west of the parking area.

## 2.2.4 UTILITIES

### A. ELECTRICAL

Electrical power is fed to the common area between the buildings from the south end of the site. Each unit is served by its own 200 AMP 120/208 voltmeter that feeds to an electrical panel inside each individual unit. There are six separate multi-meter electrical services located on the exterior walls of the individual buildings in the common area between buildings. Main electrical transformer is located at the south end of the common area.

### B. TELEPHONE

Telephone distribution for the complex is also located in the common area between buildings and is fed from the south end of the site. Telephone feeds to six distribution pedestals located in the common area and is distributed from there to each individual unit.

### C. NATURAL GAS

The site is served from a 2" natural gas line located in Mountain View Road. Routing of Natural Gas line could not be determined, however, the meter is located on the north end of the west building adjacent to the common swimming pool area. From the facility survey, Natural Gas appliances include the water heater in the office area which serves the laundry room and the dryers in the laundry room.

### D. WATER

Site is served from an 8" water line located in Mountain Road. Only one master water meter was observed which was located in the street right of way along the south property line on the east side of the entrance driveway. No submeters were observed so it appears the entire complex is served from this single meter. Water meter size is unknown.

### E. SEWER

The site is served from 8" sewer line located in Mountain View Road. It appears there are two separate server taps into this line, one for each building. Sewer service line size is unknown.

## F. TELEVISION

Television service for the complex is distributed from seven ground mounted satellite dishes locate in the common area between buildings. Wiring from dishes routes to distribution boxes and into each apartment.

### 2.2.5 SITE LIGHTING

Exterior lighting for the site consists of high intensity fixtures mounted on the stone-faced piers along both the east and west sides of the buildings. Smaller incandescent fixtures are located along the walkways on both the first and second levels to light the walkways to the individual apartment units. All exterior lighting appears to be controlled by time clock located on the exterior face of the building adjacent to the leasing office.

### 2.2.6 SITE AND BUILDING SIGNAGE

Site signage and building identification signage for the Property is relatively new and in good condition. A search of city records indicates this sign was constructed in 2001. Individual apartment identification signage consists of individual numbers on the unit entry doors.

### 2.2.7 WINDOWS

Windows in individual units are single pane glass aluminum frame sliding windows which appear to be the original windows installed during building construction. The windows in the majority of the units appear to be in good condition. Two windows observed had been broken and need to be replaced. All window screens need to be surveyed and broken screens replaced.

### 2.2.8 DOORS

Main entrance doors to units are a wood door in a wood frame. All entrance doors have keyed locksets with a separate keyed deadbolt. All doors with the exception of two appear to be in good condition. The two

doors mentioned should have the area around the lockset reinforced. All exterior doors should have the finish and weather stripping reviewed. Doors appear to have been painted then closed while the paint was still wet. Paint has stuck to the weather stripping and then peeled off when the door was opened.

Interior doors are wood doors in a wood frame. The doors in the majority of the units surveyed appear to be in good shape. Interior doors in eight of the units surveyed were in various states of disrepair and need to be repaired or replaced.

### 2.2.9 ROOFING

Roof was not accessible during survey and could not be assessed. Roof surfacing is asphalt singles. Roof of the buildings is formed by a center peak wood trusses with good slope both east and west on both buildings.

### 2.2.10 HVAC SYSTEM

HVAC system for each individual apartment unit is a split system consisting of a roof mounted condensing unit and a fan coil unit mounted in the hallway of each apartment unit. There was no roof access during the observation so condition of individual condensing units could not be verified. From observations made from the ground condensing units appeared to vary in age. Individual fan coil units in apartments are behind a louvered panel located in the apartment hallway. Of the 4 or 5 units which could be observed, three were the original units installed during construction, one was a new unit and one was missing altogether. Labels of the original fan coil units observed had been painted over so no data could be obtained. Thermostats in all units appear to be relatively new and in good condition.

### 2.2.11 ELECTRICAL SYSTEM

Each individual unit is served by a 200 AMP, 120/280 volt, 3-phase electrical meter which are ground mounted in meter banks located in the common area between the buildings. Each apartment unit has its own 125 AMP electrical panel located in the bathroom. This electrical panel

serves all lights, outlets and appliances for the unit including the HVAC system. Wiring for the electrical system runs concealed and could not be observed.

#### 2.2.12 PLUMBING

Water services for the individual apartment's runs concealed and could not be observed. Each apartment unit is served by its own 30-gallon electrical water heater located in a utility closet in the apartment hallway. All water heaters appear to be in good condition with the oldest unit observed being 10 years old. No piping leaks were observed in any of the apartments. Two of the apartment kitchen faucets were loose from the sinks and needed to be repaired.

#### 2.2.13 LIFE SAFETY / ALARM SYSTEMS

The Property does not have a wet pipe fire sprinkler system and it is not required by code. Each building has two fire extinguishers located in each common corridor of each story of the buildings. Each apartment unit is equipped with an operating smoke detector located in the unit hallways.

#### 2.2.14 UNIT INTERIORS

Interior finish of all units is drywall on wood frame ceilings and walls. Floor coverings include ceramic tile, carpet and vinyl tile. Of the units observed, 8 appear to be original construction and need major updates of new floor coverings, new kitchen appliances, door repair or replacement, wall patching and painting throughout. 18 of the units have been upgraded recently with relatively minor repairs needed. Of the remaining 11 units, all required repair but nothing that would be classified as major.

Typical, bathroom fixtures include a combination tub/shower with fiberglass surround, tank-type toilet and either a pedestal type sink or a sink / base cabinet combination. Bathroom walls and ceilings are painted drywall and floors are ceramic tile. All bathrooms observed appear to be in generally good repair. Sink base cabinets are original construction and starting to show their age. The majority of the sink countertops have been

replaced but some are original and will need to be resurfaced in the near future.

Kitchen fixtures included a stainless steel sink with a garbage disposal, electrical oven / range with vent hoods and refrigerator. The 18 upgraded units have all appliances upgraded including a new double compartment sink, dishwasher and microwave. The majority of the units have a ceiling fan in the kitchen. All of the 8 original units need to have the kitchens updated with new appliances. All of the kitchen cabinets are the original construction and are starting to show age. The majority of the countertops have been resurfaced, however, the remaining units will need countertops resurfaced soon.

#### 2.2.15 LAUNDRY FACILITIES

Washers and dryers are not provided in the apartment units. A common laundry room is located in the northeast corner of the complex on the ground level. The laundry facility has been upgraded recently including new fluorescent light fixtures and new vinyl tile flooring. There are four commercial grade washing machines and four commercial grade gas heat dryers. There is a 40-gallon Natural Gas water heater in the storage room in the office area which serves the laundry facility.

#### 2.2.16 LEASING OFFICE

There is a recently refurbished leasing office for the complex located the north end of the east building. Office has new carpet, recently painted walls and new furnishings. This office has a combination toilet/storage room attached to it between the office and the laundry facility. Leasing office is staffed by two on-site employees.

#### 2.2.17 SWIMMING POOL

There is a common area swimming pool located at the north end of the complex. Pool is in very good condition; all pool equipment looks to be in good condition and well maintained. There is a 6'-0" wrought iron fence surrounding the pool per City of Phoenix code; however it is in need of minor repairs. Gate for swimming pool access is near the leasing office

door. The pool gate is in need of repair as it is no longer self-closing and self-locking and presents a safety hazard and code violation.

## 2.3 ADA COMPLIANCE

A general overview of the Property's common public areas (of improvements considered to be "Public Accommodations") based upon the requirements of Title III of the American with Disabilities Act (ADA). This Act requires public accommodations to provide goods and services to persons with disabilities on an equal basis with the rest of the general public. After January 26, 1992, the ADA began requiring that architectural and communication barriers be removed in public areas of existing facilities when their removal is readily achievable. As defined under Title III of the ADA, existing facilities considered to be "public accommodations" must take steps to remove architectural and communication barriers that are deemed "readily achievable" under the retroactive requirements. A readily achievable alteration is defined as "easily accomplishable and able to be carried out without much difficult or expense".

A Tier I assessment of ADA accessibility in general accordance with ASTM E2018-08 was completed. The scope included a limited visual review of the following components: path-of-travel, parking, onsite public facilities. No measurements were conducted. The intent of this assessment is to identify accessibility issues and possible solutions. Significant items of non-conformance with ADA guidelines are noted without regard as to whether or not they are, by ADA definition, "readily achievable". The design as to which actions are to be undertake as "readily achievable" is to be determined by building ownership in consultation with its accountants, attorney and construction professionals.

The Property does contain two parking spaces designated as handicap accessible; however, there are no ramps from the parking surface up onto the public walkways. Slopes on all walkways appear to conform to all ADA slope requirements. Finish floor of the leasing office is approximately 4" above sidewalk. A ramp would need to be added to make the leasing office accessible. The public laundry facility appears to conform to the requirements of the ADA. There are no public toilets or other facilities on site. A plan should be put in place to incorporate accessible ramps to public walkways and the leasing office.

## 2.4 REGULATORY CONFORMANCE

### 2.4.1 BUILDING SAFETY AND CODE ENFORCEMENT

Per telephone conversation with the City of Phoenix Building Department, there are no building code or fire code violations on file at the City of Phoenix for this property.

There were no observed obvious building code or fire code violations during the building assessment other than the damaged self-locking mechanism on the pool gate noted in section 2.2.17 Swimming Pool.

### 2.4.2 BUILDING PERMITS

City of Phoenix Building Permit records for the last 9 years were available. Permits for new building signage, new access gates and two misc. electrical meter installations were reviewed. All had certificates of completion issued by the City.

The original building permit could not be obtained but is estimated the project was constructed in 1989.

No permits, licenses, reports, or non-compliance orders were recorded with the Arizona Department of Real Estate regarding the Property or the current owners.

### 2.4.3 ZONING

The Property is zoned R-3 multi-family residential. City of Phoenix zoning code requirements for R-3 zoned property include:

1. 55 Parking Spaces Required
2. 14.5 Units / Acre Maximum Density
3. Maximum Lot Coverage 45%
4. Maximum Number of Stores (2)
5. Maximum Building Height 30'-0"
6. Minimum Building Setbacks:  
Front: 25'    Side: 10'    Rear: 15'

This project appears to meet all zoning criteria with the exception of maximum density. This requirement would need to be confirmed with the City Zoning Officials. Please be advised that these requirements are per the latest zoning code which would have been different in 1989 when this project was developed.

#### 2.4.4 PHASE I ENVIRONMENTAL

RRA was not provided a Phase I Environmental Site Assessment from the Bank. No visible evidence was found suggesting potential or existing environmental contamination liabilities; however, RRA recommends that any future buyer obtain and review the Phase I Site Assessment prior to making an investment decision.

#### 2.4.5 ALTA SURVEY

RRA was not provided an ALTA Survey from the Bank. No visible evidence was found suggesting potential or existing boundary and easement issues; however, RRA recommends that any future buyer obtain and review the ALTA Survey prior to making an investment decision.

#### 2.4.6 TITLE

RRA was not provided a Title Report from the Bank. RRA recommends that any future buyer obtain and review a current Title Report with a complete Schedule A and B with all exceptions and encumbrances prior to making an investment decision.

Through the Maricopa County Recorder's Office RRA obtained a copy of two Mechanic's Liens, one of which was released. The remaining lien was filed by Duncor LLC dba "Summit West Signs" in August 2009 for unpaid services and materials in the amount of \$4,945.48. Should the Court sell the Property prior to the Notice of Trustee's Sale this lien will have to be fully satisfied, unless otherwise negotiated to less.

## 2.5 NATURAL CONDITIONS

### 2.5.1 SEISMIC ZONE

According to the 2006 International Building Code, this property has a site classification of 'D' and a seismic design category of 'B'. This site is in an area of non-probably of damaging ground motion.

### 2.5.2 FLOOD ZONE

A review of floor insurance rate year published by the Federal Emergency Management Agency was done. According to this panel 1600 of 4300 dated September 30, 2005, the Property is located in flood Zone X. Flood Zone X regions consist of areas outside both the 100 and 500-year flood events.

### 2.5.3 MICROBIAL VISUAL / OLFACTORY SURVEY

Microbial growth (e.g., mold or fungus) may occur when excess moisture is present. Porous building materials such as gypsum board, insulation in walls and ceilings, and carpeting retain moisture and become microbial growth sites if moisture sources are not controlled or mitigated. Potential sources of moisture include rainwater intrusion, groundwater intrusion, condensation on cold surfaces, and water leaks from building systems (e.g., plumbing leaks, HVAC system leaks, overflowing drains, etc.). Inadequate ventilation of clothes dryers and shower stalls may also result in excess moisture conditions. Microbial growth may be clearly visible (e.g., ceramic tile mortar in shower stalls) or may be concealed with no visible evidence of its existence (e.g., inside wall cavities).

A limited visual survey for the presence of microbial growth was conducted at the Property. Destructive sampling was not included in the scope of work for this survey. The assessment consisted of gaining entry to interior spaces, visually evaluating the accessible areas. Visual evidence of suspect microbial growth was visual evidence of suspect microbial growth was not observed in any of the units, however, no destructive observation was done. A more exhaustive study would need to be done in order to address these concerns.

#### 2.5.4 WOOD-DESTROYING INSECTS

Observation was conducted to identify obvious evidence of significant termite damage or activity as well as evidence of other insect infestations and dry rot fungus. This information is provided incidental to our assessment. Activities conducted are not intended, and may not be interpreted as a professional pest inspection, and Realty Resolution Advisors makes no representation or warranty as to these activities or observations.

No significant evidence of wood rot, termites or other wood boring insects was observed.

## 2. 6 UNIT-BY-UNIT INSPECTION RESULTS

The following worksheet was prepared by representatives of RRA during the Property Condition Assessment Inspection with the Receiver and management company on March 19<sup>th</sup>, 2010.







## 2.7 PHOTOGRAPHS

The following photographs were taken by RRA during the site visit on March 19<sup>th</sup>, 2010.



Building South Elevation Street View



Building West Elevation



Building East Elevation



Maintenance Building



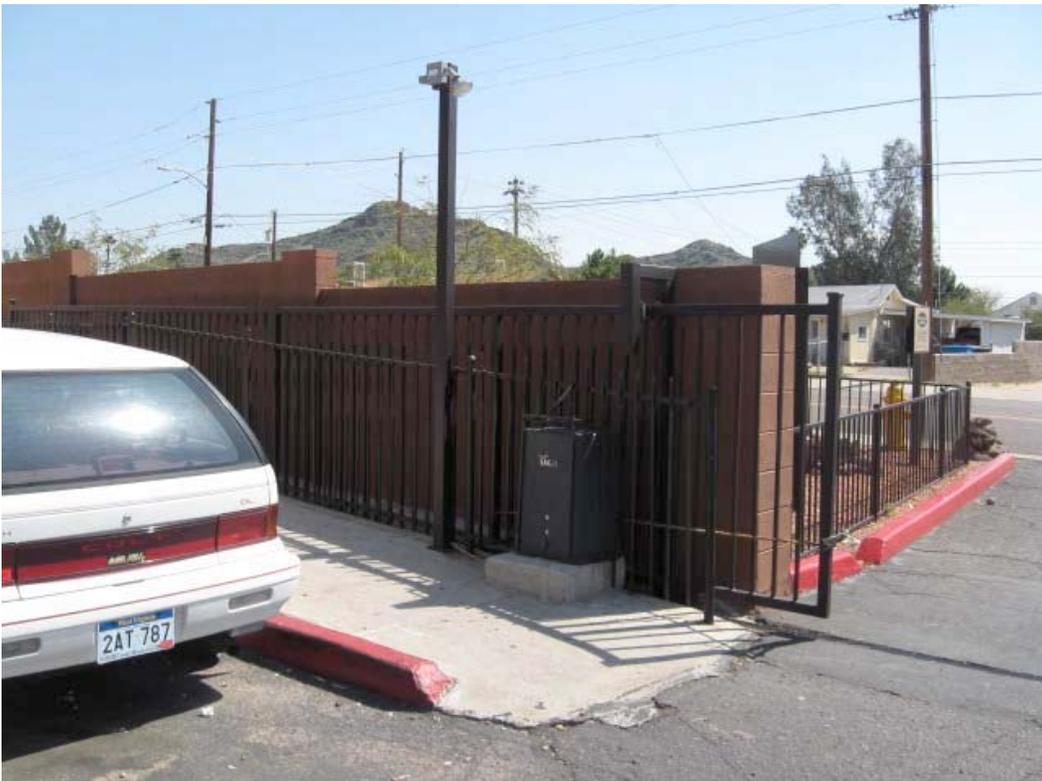
Parking Lot Looking South



Parking Lot Asphalt



Refuse Enclosure



Electric Entrance Gate



Second Level Balcony



Balcony Deck



Typical Electrical Meter Section



Typical Electrical Panel



HVAC Condensers On Roof



Typical Apartment Water Heater



Upgraded Kitchen



Upgraded Kitchen



Typical Apartment Bathroom



Typical Apartment Bathroom



Common Laundry Facility



Common Laundry Facility



Common Area Swimming Pool



Swimming Pool Equipment

## 2.8 EXHIBITS

The following exhibits were gathered by representatives of RRA through the City of Phoenix and the Maricopa County Offices.

2.8.1 AERIAL PHOTO (SEE FOLLOWING PAGES)

2.8.2 CONDOMINIUM PLAT (SEE FOLLOWING PAGES)

2.8.3 CITY ZONING (SEE FOLLOWING PAGES)

2.8.4 ASSESSOR'S INFORMATION (SEE FOLLOWING PAGES)

2.8.5 COUNTY RECORDER'S INFORMATION (SEE FOLLOWING PAGES)

## 2.8.1 AERIAL PHOTOGRAPH



Aerial Photo

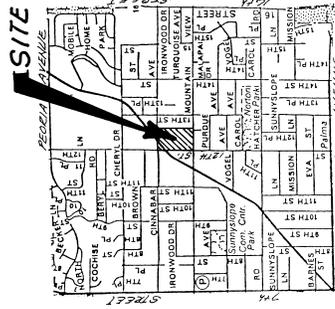


## 2.8.2 CONDOMINIUM PLAT

# PLAT

of  
**SHADOW HILLS CONDOMINIUM**  
LOT 28 MOUNTAIN HOME TRACT, SEC. 28, T.3N., R.9E., G.S.R.B.&M.  
MARICOPA COUNTY, ARIZONA

89 422517



VICINITY MAP  
N.T.S.

#### GENERAL NOTE

- This is a plat to which reference is made in the Condominium Declaration and the Condominium Declaration. The boundaries and areas used herein have meanings attributed to them in the Declaration.
- The boundaries and areas shown on this plat are those shown on the Condominium Declaration, and the boundaries and areas shown on this plat are those shown on the Condominium Declaration.
- A blanket easement for utilities including but not limited to, water, gas, electric, telephone, cable television, and other utilities, is provided over and through each unit as necessary. The easement is limited to water, sewer, telephone, gas, electrical and TV cable is provided through the common elements.
- Boundaries of a dwelling unit, shall be conclusively presumed to be its actual boundaries unless shown otherwise on the plat. Boundaries of any of the buildings, and regardless of minor variances between the boundaries of the buildings and the boundaries of the common elements, shall be conclusively presumed to be the boundaries of the buildings unless shown otherwise on the plat.
- All references to vertical dimensions in this document shall be based on a brass cap in a handhole at the intersection of Camelback Road and Indian School Road, Phoenix, Arizona, at the intersection of 1986.67' City of Phoenix datum.
- This subdivision is served by the City of Phoenix water system which is shown on the plat.
- Based on bearings: East-West mid-section line of Section 28, with a bearing of North 89° 44' 00" East, as shown on plat, entitled "Plat of Section 28, T.3N., R.9E., G.S.R.B.&M., Maricopa County, Arizona," recorded in Public Records, Book 156, Page 156, and the Title Policy #273983-24 by Title USA Company of Arizona dated July 12, 1989 furnished by the client.
- This parcel is not in a critical flood plain.
- This parcel is not in a critical flood plain.
- Designation is Zone B except where noted on drawing.
- The area of this parcel is 2.13 acres. This was determined by the measured boundary conditions found by this survey. Electric lines as recorded in document #84-35174 Item #3, Schedule B of Title Report).

#### LEGAL DESCRIPTION

Lot Twenty-Eight (28) MOUNTAIN HOME TRACT, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 18 of Page, Page 41.

#### CERTIFICATION

I, Joseph A. Gervasio, hereby certify that I am a registered Land Surveyor of the State of Arizona, that this map, consisting of four sheets, was prepared by me or under my direct supervision, and that all the monuments shown actually exist as shown, that their location and character are such that said monuments are sufficient to enable the survey to be retraced.

BY: *[Signature]* Registered Land Surveyor Date: 7/17/77

*[Handwritten notes and signatures]*  
89 422517  
334  
7  
Paul Gervasio

REVISIONS	Date	Description
1	7-18-89	As shown
2	8-10-89	As shown

This drawing is an instrument of GERVASIO & ASSOC., INC. and may not be reproduced or production here of used without permission.

**GERVASIO & ASSOC., INC.**  
CONSULTING ENGINEERS  
320 E. McDOWELL  
PHOENIX, ARIZONA 85004  
(602) 257-8877

**PLAT**  
SHADOW HILLS  
JIM CUSTER REALTY, INC.  
ONE E. CAYLEBACK, STE. 410 PHOENIX, AZ 85012

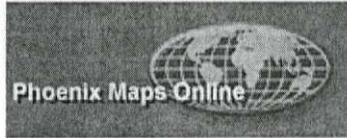
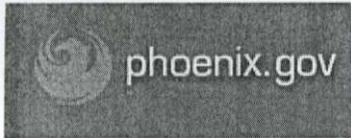
FOR: \_\_\_\_\_  
OF: \_\_\_\_\_  
Date: 7/17/77  
Scale: \_\_\_\_\_  
Drawn: T.E./G.T.  
Job: 90286







## 2.8.3 CITY ZONING INFORMATION



**Quick Map**

Address  
 <<Enter here>>

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- [Businesses](#)
- [City Government](#)
- [Employment](#)
- [Youth & Seniors](#)
- [e-Services](#)
- [Home](#)



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### Narrow your search to a specific address, intersection or Assessor's Parcel Number (APN)

Address    Intersection    APN

#### Address / Intersection / APN Search Examples:

**Address:** 200 W Washington St   **Intersection:** S 3rd Ave & W Washington St   **APN:** 112-21-087

<< Enter address or intersection search here. >>

**Search**

## Search Results

**The address 1222 E MOUNTAIN VIEW RD is located within:**

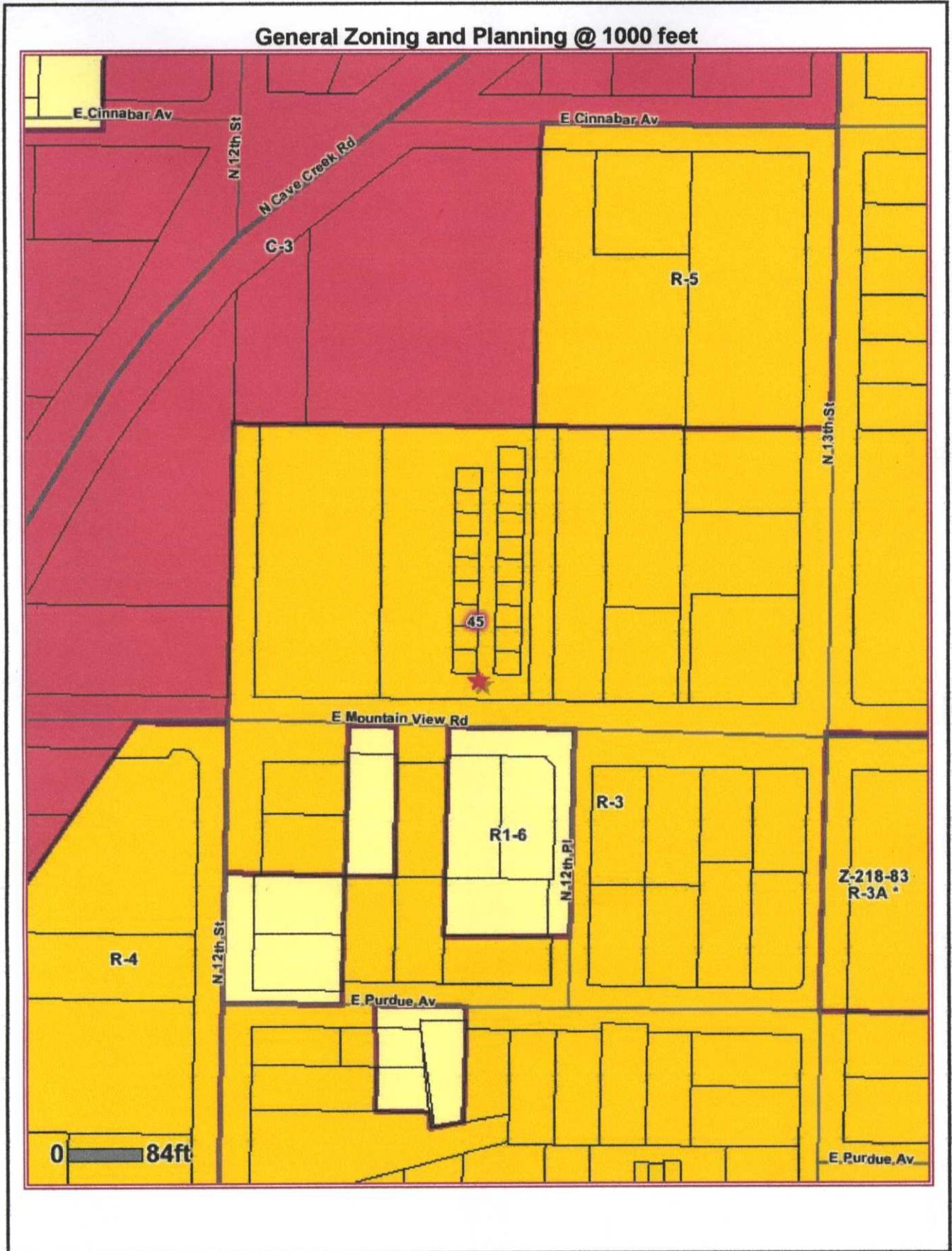
### Zoning

Multi-Family Residential / R-3



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## 2.8.4 COUNTY ASSESSOR'S INFORMATION



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No Parcel Number? Use Advanced Search Options.

\*(A parcel number is needed to use these Features)

[New Search](#)

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**Property Information**

[View GIS Maps](#)

**Parcel #:** 159-30-114  
**MCR #:** 33407  
**Property Address:** 1222 E MOUNTAIN VIEW RD 0104 PHOENIX 85020  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0104 TOG WI AN UNDIV 1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E  
**Associated Parcel:**

**Subdivision Name:** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Lot #:** 104  
**School Dist:** WASHINGTON SCHOOL DISTRICT  
**Local Jurisdiction:** PHOENIX  
[Tax District FAQs](#)

**Owner Information**

[View Tax Information](#)

**Owner:** AAA INVESTMENT PROPERTIES LLC  
**In Care Of:**  
**Mailing Address:** 9890 E CELTIC DR SCOTTSDALE AZ 85260 USA  
**Deed #:** 051161260  
**Deed Date:** 8/12/2005

**Sales Price:** n/a  
**Sales Month/Year:** n/a

**Valuation Information**

[View Similar Parcels](#)

Tax Year:	2011	2010	2009
Full Cash Value (FCV):	\$26,700	\$39,900	\$47,500
Limited Property Value (LPV):	\$26,700	\$39,900	\$41,864
<b>Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.</b>			
Legal Class:	4	4	4
Assessment Ratio:	10.0%	10.0%	10.0%
Assessed FCV:	\$2,670	\$3,990	\$4,750
Assessed LPV:	\$2,670	\$3,990	\$4,186
Property Use Code:	0739	0739	0739
Tax Area Code:	061300	061300	061300

**Additional Component Information (for this parcel)**

[Valuation](#) [Characteristics](#)

[New Search](#)

**Helpful Information:**

[recorder](#) [glossary](#) [forms](#)

**Disclaimer**

The data contained in this database is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of this data; however, this material may be slightly dated which would have an impact on its accuracy. The Maricopa County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

[Maricopa Home](#)

[Legal Information](#)

[Privacy/Security Policies](#)

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Maricopa County Assessor || 301 W. Jefferson St. || Phoenix, AZ 85003  
 602-506-3406

## **2.8.5 COUNTY RECORDER'S INFORMATION**

- a. Warranty Deed - 4.27.2006**
  
- b. Mechanics Lien, Imperial Contracting LLC - 8.5.2009**
  
- c. Mechanics Lien Release, Imperial Contracting LLC – 10.2.2009**
  
- d. Mechanics Lien, Duncor LLC – 8.31.2009**

**a. Warranty Deed - 4.27.2006**

# Unofficial Document

at the request of Arizona Title Agency, Inc.

when recorded mail to  
**AAA Investment Properties LLC**  
Alicja Creamer  
9890 E. Celtic Drive  
Scottsdale, AZ 85260

06002916-043-DW 1/1

## Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**Dorut Caienar and Floarea Caienar, husband and wife**

do/does hereby convey to

**AAA Investment Properties, LLC, an Arizona limited liability company**

the following real property situated in **Maricopa County, ARIZONA:**

The West half of Lot 30, Mountain Home Tract as recorded in Book 18 of Maps, Page 43 Maricopa County Records, Maricopa County, Arizona.

Except that part beginning at the intersection of 12<sup>th</sup> Street and Mountain View Road;

Thence North 00 degrees 16 minutes 00 seconds West, 30.00 feet to the North right of way line of Mountain View Road;

Thence North 89 degrees 44 minutes 00 Seconds East, 359.02 feet to the True Point of Beginning;

Thence North 00 degrees 00 minutes 21 Seconds West, 305.28 feet;

Thence North 89 degrees 29 minutes 13 Seconds East, 56.54 feet;

Thence South 00 degrees 03 minutes 19 seconds East, 305.51 feet;

Thence South 89 degrees 44 minutes 00 seconds West, 56.86 feet To The True Point of Beginning.

**\*more particularly described on the attached Exhibit "A"**

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this **April 25, 2006**.

*Dorut Caienar*

Dorut Caienar

*Floarea Caienar*

Floarea Caienar

STATE OF ARIZONA

County of Maricopa

} ss



STATE OF ARIZONA

County of Maricopa

} ss

Arizona Title Agency, Inc.

This instrument was acknowledged before me this 27<sup>th</sup> day of April, 2006 by **Dorut Caienar and Floarea Caienar**

*Donna M. Walt*

Notary Public

My commission will expire 10-15-07

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

Notary Public

My commission will expire \_\_\_\_\_

**Escrow No. 06008101-043**

**Exhibit "A"**

The West half of Lot 30, Mountain Home Tract as recorded in Book 18 of Maps, Page 43 records of Maricopa County, Arizona:

Except that part beginning at the intersection of 12<sup>th</sup> Street and Mountain View Road;

Thence North 00 degrees 16 minutes 00 seconds West, 30.00 feet to the North right of way line of Mountain View Road;

Thence North 89 degrees 44 minutes 00 seconds East, 359.02 feet to the True Point of Beginning;

Thence North 00 degrees 00 minutes 21 seconds West (Record) North 00 degrees 00 minutes 00 seconds West (Measured), 305.28 feet (Record) 305.57 feet (Measured) 305.51 feet (Shown);

Thence North 89 degrees 29 minutes 13 seconds East, 56.54 feet;

Thence South 00 degrees 03 minutes 19 seconds East, 305.51 feet;

Thence South 89 degrees 44 minutes 00 seconds West, 56.86 feet To The True Point of Beginning.

Unofficial Document

**b. Mechanics Lien, Imperial Contracting LLC - 8.5.2009**

# Unofficial Document

Recorded at the request of:  
And return to:  
Imperial Contracting LLC  
16573 North 92<sup>nd</sup> Street, Suite C-125  
Scottsdale, AZ 85260

---

## NOTICE AND CLAIM OF MECHANIC'S, MATERIALMAN'S OR PROFESSIONAL SERVICES LIEN

---

1. **EFFECTIVE DATE.**

This Lien is effective as of its recordation, as reflected on the recorder's stamp above.

2. **PROPERTY.**

This real property sought to be charged with this Lien is the following described parcel(s) of land, and includes any and all structures and improvements located thereon, (the "Property"):

- a. **Address or Location.** (Including the City and County)  
Mountain Prospect  
1222 East Mountain View Road  
Phoenix, AZ Maricopa County
- b. **Legal Description.**  
See Exhibit A for Legal Description

See complete legal description attached hereto as EXHIBIT A.

3. **OWNER.**

The owner or Reputed Owner of the Property, (Name, Address & Zip):  
AAA Investment Properties LLC an AZ LLC  
9890 East Celtic Drive  
Scottsdale, AZ 85260-8858

4. **CLAIMANT.**

The party on whose behalf this Lien is filed, (Name, Address Zip & Phone):  
Imperial Contracting LLC  
16573 North 92<sup>nd</sup> Street, Suite C-125  
Scottsdale, AZ 85260  
Phone: 480-892-9157

5. **CONTRACT.**

The Materials and Services were furnished by Claimant to the Project pursuant to a Contract with the following terms, time given and conditions, (the "Terms"):

- See complete description of the Terms, attached hereto as EXHIBIT B.  
 A copy of the Contract, if written, is attached hereto as EXHIBIT B. (This must be done for a written contract.)

---

Mechanics' Lien

1

---

---

6. **AMOUNT OF CLAIM.**

After deducting all just offsets and credits, the Amount of Claim herein demanded by Claimant is as follows (which is also the reasonable value of the Materials and Services which remain unpaid): \$905.00 + Filing Fees \$250.00 Total: \$1,155.00

This Amount of Claim shall bear interest at 10% per annum pursuant to A.R.S. § 44-1201, and shall include fees for the cost of preparation and foreclosure of this Lien pursuant to A.R.S. §§ 33-995 E and 998B.

Apportionment of Lien Should be as Follows:

APN: 159-30-128	Amount Owing: \$181.00
APN: 159-30-132	Amount Owing: \$181.00
APN: 159-30-133	Amount Owing: \$181.00
APN: 159-30-135	Amount Owing: \$181.00
APN: 159-30-142	Amount Owing: \$181.00

Total Due: \$905.00 + Filing Fees \$250.00 Total: \$1,155.00

---

Mechanics' Lien

2

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Unofficial Document

7. **PROJECT.**

The name or description of the Owners Project, and nature of the construction, alteration, repair, expansion addition or improvement of the buildings, other structures or improvements on the Property, (the "Project.") is:  
Mountain Prospect  
1222 East Mountain View Road  
Phoenix, AZ

8. **COMPLETION DATE.**

The completion of the Project occurred on the following date:  
Unknown: Last Supply Date: April 17, 2009

9. **COMMENCEMENT DATE.**

Claimant first furnished the Materials and Services to the project on or about.  
April 16, 2009

10. **MATERIALS AND SERVICES.**

Claimant furnished to the Project the following types of materials and/or services, including labor, professional services,  
Interior 5 Units (Painting), Labor and/or Materials

11. **OWNER'S AGENT.**

The name of the person by whom Claimant was employed or to whom Claimant furnished the Materials and Services, is:  
Pacific Property Assets  
1415 North Country Club  
Mesa, AZ 85201

12. **DATE OF PRELIMINARY NOTICE.**

The preliminary twenty day notice the ("Pre-Lien"), attached to as Exhibit C, was given pursuant to A.R.S. § 33-992.01 on the following date(s):  
May 4, 2009

Unofficial Document

A copy of the pre-lien(s), and the proof of mailing required by A.R.S. § 33-992-02, are attached by Exhibit C.

**WHEREFORE**, and pursuant to A.R.S. § 33 33-992.993, Claimant claims and fixes a lien upon the property in the amount of claim provided herein by causing this Notice and Claim to be recorded with the Country Recorder of the county in which the Property is situated and a copy to be served within a reasonable time upon the Owner, if he can be found, within that county.

Signed this Date 8-5-09

[Signature] Sr. Project Manager  
Name & Title

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

s.s.

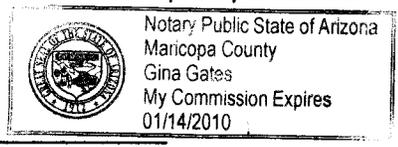
Date of Acknowledgment  
August 5 2009

The following person(s) Al Larraza who is known to me, or satisfactorily proven to me, to be the person whose name is subscribed to this document, personally appeared to me as a Notary Public, and, being duly sworn upon oath, stated that he had read this document and knows of his own knowledge that the facts stated herein are true and correct, except those matters based upon information, which he believe to be true, and acknowledged that he executed this document on his own behalf, or, if subscribed in a representative capacity, indicated for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL

My commission expires:  
1-14-10

[Signature]  
NOTARY PUBLIC



# **EXHIBIT A**

Unofficial Document

Parcel #: 159-30-128 **Subdivision** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Name:**  
MCR #: 33407 **Lot #:** 118  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0118 TOG WI AN UNDIV  
1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E

Parcel #: 159-30-132 **Subdivision** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Name:**  
MCR #: 33407 **Lot #:** 203  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0203 TOG WI AN UNDIV  
1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E

Parcel #: 159-30-133 **Subdivision** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Name:**  
MCR #: 33407 **Lot #:** 204  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0204 TOG WI AN UNDIV  
1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E

Parcel #: 159-30-135 **Subdivision** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Name:**  
MCR #: 33407 **Lot #:** 206  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0206 TOG WI AN UNDIV  
1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E

Parcel #: 159-30-142 **Subdivision** SHADOW HILLS CONDOMINIUM UNIT 101-119 201-219  
**Name:**  
MCR #: 33407 **Lot #:** 213  
**Property Description:** SHADOW HILLS CONDOMINIUM MCR 334-7 UNIT 0213 TOG WI AN UNDIV  
1-38 INT IN THE COMMON ELEMENTS  
**Section Township Range:** 28 3N 3E

Units 118, 203, 204, 206, 213, inclusive, Shadow Hills Condominium, according to Condominium Declaration recorded in Recorder's No. 90-195557 and re-recorded in Recorder's No. 90-207005 and re-recorded in Recorder's No. 90-213209 and amended in Recorder's No. 96-650695 and as shown on the plat of record in the office of the county Recorder of Maricopa County, Arizona in Book 334 of Maps, Page 7;

## **EXHIBIT B**

Unofficial Document

Imperial Contracting - AZ  
 16573 N. 92nd Street, C125  
 Scottsdale, AZ 85260  
 480-892-9157



Pacific Property Assets  
 Attn: Terri Thomas  
 4717 E. McDowell Road #200  
 Phoenix, AZ 85008

INVOICE ID: 3742  
 DRAW ID: 1  
 DATE: April 23, 2009

IMPERIAL JOB #: 09-052  
 Mountain Prospect, int 5 units  
 1222 E. Mountain View Road  
 Phoenix, AZ 85020

CUSTOMER ID: pacpro01  
 CONTRACT #:

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1	Paint units 118,203,204,206,213	905.00	100.00 %	905.00		905.00
<b>Total</b>		<b>905.00</b>	<b>100.00 %</b>	<b>905.00</b>		<b>905.00</b>

Unofficial Document

Contract Summary

Original contract amount	905.00		
Approved changes	0.00		
Revised contract amount	905.00	<b>TOTAL DUE</b>	<b>905.00</b>
Sales tax			
Total contract amount	905.00		
Invoiced to date	905.00		
Remaining to invoice	0.00		
Retainage balance	0.00		



April 15, 2009

Pacific Property Assets  
Travis Akin

Re: Mountain Prospect  
1222 E. Mountain View Rd.  
Phoenix, AZ 85020

**Project: Interior Paint**

Travis,

Thank you for choosing Imperial Contracting to bid the Interior Painting for Mountain Prospect Apartments. The following is a scope and cost to include all labor to complete the work requested.

**Scope of Work:**

Unofficial Document

Labor only to paint Units 118, 203, 204, 206, and 213; Cost does not include prepping units or Imperial Contracting supplying paint. All units are 2x1's.

**Total Cost: \$905.00 (Includes sales tax)**

**Includes:** All labor to complete job as identified in scope of work.

**Excludes:** Any latent defects, prep, paint, and permits.

Proposal valid for 30 days from date submitted.

16573 N. 92<sup>nd</sup> Street Suite C125, Scottsdale, AZ 85260  
Toll Free: (866) 892-9157 Phone (480) 892-9157 Fax (480) 892-9156  
AZ License #ROC217389 – CA License #830273 – NV License #0056341 – NM License #93887  
Website: [www.icppa.com](http://www.icppa.com)

For your convenience, we will submit this proposal in the form of a notice to proceed and if it meets your approval, you need only sign and return one copy to schedule a date for work to commence.

Thank you for the opportunity to bid this project.  
We look forward to working with you on this in the near future.

Respectfully Submitted,

Bill May  
**Imperial Contracting, LLC.**  
Office: (480)892-9157  
Cell: (480)389-9712  
Fax 480-892-9156

Accepted by Authorized Party:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Unofficial Document



Employee Number	Employee Name	Date	Job	Job Name	Cost Code	Units
MARMAR01	Marcelino Marquez	04-16-09	09-052	Mountain Prospect, int 5 units	8-200	
MARMAR01	Marcelino Marquez	04-17-09	09-052	Mountain Prospect, int 5 units		
Job Total						.00*
Report Total						.00*

*paid piece work  
instead of hourly*

# **EXHIBIT C**

Unofficial Document

IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01

THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

INTERIOR 5 UNITS in the construction, alteration or repair of the building, structure or improvement located at

This Preliminary Notice has been completed by:

IMPERIAL CONTRACTING LLC  
16573 N 92ND STREET, C-125  
SCOTTSDALE, AZ 85260

MOUNTAIN PROSPECT  
1222 E MOUNTAIN VIEW ROAD  
PHOENIX

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:

1222 E MOUNTAIN VIEW ROAD

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$1,000.00 One Thousand Dollars.

The Name and Address of the Owner or Reputed Owner is:

AAA INVESTMENT PROPERTIES LLC  
9890 E CELTIC DR  
SCOTTSDALE, AZ 85260

Notice to Property Owner: If bills are not paid in full for the labor, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

The Name and Address of the Owner or Reputed Owner is:

PACIFIC PROPERTY ASSETS  
1415 N COUNTRY CLUB  
MESA, AZ 85201

The Name and Address of the Original Contractor is:

IMPERIAL CONTRACTING  
16573 N 92ND STREET, C-125  
SCOTTSDALE, AZ 85260

Unofficial Document

Date:

Friday, May 01, 2009

The Name and Address of the Reputed Lender and/or Bonding Company is:

WE HEREBY REQUEST LENDER/BOND INFORMATION FROM THE OWNER AND/OR GENERAL CONTRACTOR.

By:

The Name and Address of the Person with whom the Claimant has Contracted is:

PACIFIC PROPERTY ASSETS  
1415 N COUNTRY CLUB  
MESA, AZ 85201

Bond Number:

Within ten days of receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to ARS Sect #33-992.01, Subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with ARS Section #33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner of other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim, against the bond as a result of not timely receiving the bond information.

Upon receipt of this notice, please detach and sign this Acknowledgement and return same to:

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203  
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice (Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on \_\_\_\_\_ (date) of a copy of this Preliminary Twenty Day Notice at

\_\_\_\_\_ (address where notice received) Date: \_\_\_\_\_

Prelien #: 793460

(Company Name/Signature and Title of person acknowledging receipt)

10536305



Accurate Lien and Contractor Assistance, Inc.  
P. O. Box 1749, Scottsdale, AZ 85252-1749

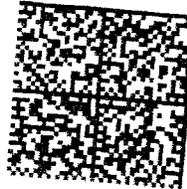
Arizona Mailing List Certificate of Mailing

5/1/2009

1	RMJ ELECTRICAL CONTRACT	22425 NORTH 18TH DR.	PHOENIX AZ	85027	793458
2	GENERAL DEV AZ LLC/HAINDL	4200 NORTHSIDE PARKWAY BLDG 1 S-300	ATLANTA GA	30327	793458
3	OSBORN SCHOOL DISTRICT #	1226 W OSBORN ROAD	PHOENIX AZ	85013	793459
4	CONCORD GENERAL CONTRA	1901 E UNIVERSITY DR SUITE 440	MESA AZ	85203	793459
5	ARIZONA BONDING AGENCY I	4500 S LAKESHORE DR #575	TEMPE AZ	85282	793459
6	Pacific Property Assets	1415 N Country Club	Mesa AZ	85201	793460
7	Imperial Contracting	16573 N 92nd Street, C-125	Scottsdale AZ	85260	793460
8	Pacific Property Assets	1415 N Country Club	Mesa AZ	85201	793460
9	AAA INVESTMENT PROPRTIE	9890 E CELTIC DR	scottsdale AZ	85260	793460
10	WASHINGTON ELEMENTARY S	4650 W. SWEETWATER	GLENDALÉ AZ	85304	793461
11	CONCORD COMPANIES	1901 E. UNIVERSITY / DR. #440	MESA AZ	85203	793461
12	ARIZONA BONDING AGENCY, I	4500 S. LAKESHORE DR. #575	TEMPE AZ	85282	793461
13	OLIVE 95 LLC	7010 E. CHAUNCE LANE #225	PHOENIX AZ	85054	793462
14	MERAM BUILDING WEST LLC	7010 E. CHAUNCEY LANE #225	PHOENIX AZ	85054	793462
15	QUIKTRIP CORPORATION	1116 E. BROADWAY	TEMPE AZ	85287	793463
16	MTV General Contractors, Inc.	2840 N. Norwalk St.	Mesa AZ	85215	793463
17	BROKEN ARROW CONSTRUCT	P.O. BOX 580	TOOELE UT	84074	793463
18	QUIKTRIP CORPORATION	PO BOX 3475	TULSA OK	74101	793463
19	GOMEZ JUAN F & ELENA Q	2841 E MCKELLIPS RD	MESA AZ	85203	793464
20	Story Construction	5151 N Oracle Rd suite 208	Tucson AZ	85704	793464
21	Pat Hille Construction	7720 E. Evans Rd	Scottsdale AZ	85260	793464
22	RENT A CENTER #00431	6544 W THOMAS RD STE C11	PHOENIX AZ	85033	793467

016H26503986  
\$08.800  
05/04/2009  
Mailed From 85251  
US POSTAGE

Hasler



Total # of Pieces Received by Post Office 22 POSTMASTER, PER  
 Name of Postal Employee [Signature] Total Expected Mailing \$ 22 X \$0.4 = \$8.80  
 COM



6210 East Thomas Road Suite 203, Scottsdale AZ 85251  
(480) 941-0844 Phone (480) 941-8815 Fax

I, Amy Sawyer, declare,  
That I served copies of this Preliminary Notice by certificate of mailing postage  
prepaid on the lender, owner, and original contractor at this respective addresses as  
shown on attached record, on 5/4/09.

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

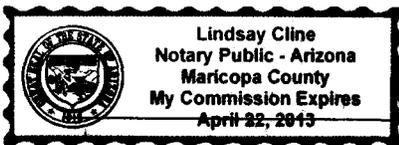
Executed on 8/16/09, at Scottsdale, AZ  
(Date)

Unofficial Document  
(Signature of Person Making Service)

The following person(s) Amy Sawyer, who is known to me, or satisfactorily  
proven to me, to be the person whose name is subscribed to this document, personally appeared  
before me as a notary public, and, being duly sworn upon oath, stated that he had read this  
document and knows of his own knowledge that the facts stated herein are true and correct, except  
those matters based upon information, which he believe to be true, and acknowledged that he  
executed this document on his own behalf, or, if subscribed by a representative capacity, indicated  
for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL.

My Commission Expires:



Notary Public

8/16/09  
Date

**c. Mechanics Lien Release, Imperial Contracting LLC – 10.2.2009**



**d. Mechanics Lien, Duncor LLC – 8.31.2009**

# Unofficial Document

Recorded at the request of:  
And return to:  
Duncor LLC dba Summit West Signs  
335 East Baseline Road  
Gilbert, AZ 85233

---

## NOTICE AND CLAIM OF MECHANIC'S, MATERIALMAN'S OR PROFESSIONAL SERVICES LIEN

---

1. **EFFECTIVE DATE.**

This Lien is effective as of its recordation, as reflected on the recorder's stamp above.

2. **PROPERTY.**

This real property sought to be charged with this Lien is the following described parcel(s) of land, and includes any and all structures and improvements located thereon, (the "Property"):

- a. **Address or Location.** (Including the City and County)  
Mountain Creek Apartments  
1222 East Mountain View Road  
Phoenix, AZ Maricopa County
- b. **Legal Description.**  
See Exhibit A for Legal Description

See complete legal description attached hereto as EXHIBIT A.

3. **OWNER.**

The owner or Reputed Owner of the Property, (Name, Address & Zip):  
AAA Investment Properties LLC an AZ LLC  
9890 East Celtic Drive  
Scottsdale, AZ 85260-8858

4. **CLAIMANT.**

The party on whose behalf this Lien is filed, (Name, Address Zip & Phone):  
Duncor LLC dba Summit West Signs  
335 East Baseline Road  
Gilbert, AZ 85233  
Phone: 480-926-3465

5. **CONTRACT.**

The Materials and Services were furnished by Claimant to the Project pursuant to a Contract with the following terms, time given and conditions, (the "Terms"):

- See complete description of the Terms, attached hereto as EXHIBIT B.  
 A copy of the Contract, if written, is attached hereto as EXHIBIT B. (This must be done for a written contract.)

---

Mechanics' Lien

1

---

6. **AMOUNT OF CLAIM.**

After deducting all just offsets and credits, the Amount of Claim herein demanded by Claimant is as follows (which is also the reasonable value of the Materials and Services which remain unpaid): \$4,695.48 + Filing Fees \$250.00 Total: \$4,945.48

This Amount of Claim shall bear interest at 10% per annum pursuant to A.R.S. § 44-1201, and shall include fees for the cost of preparation and foreclosure of this Lien pursuant to A.R.S. §§ 33-995 E and 998B.

The claim is not apportioned per lot as the work was one single project. If the court deems apportionment necessary, apportionment is pro rata per lot based on the number of lots.

---

Mechanics' Lien

2

---

Unofficial Document

7. **PROJECT.**

The name or description of the Owners Project, and nature of the construction, alteration, repair, expansion addition or improvement of the buildings, other structures or improvements on the Property, (the "Project.") is:  
Mountain Creek Apartments  
1222 East Mountain View Road  
Phoenix, AZ

8. **COMPLETION DATE.**

The completion of the Project occurred on the following date:  
Unknown: Last Supply Date: July 16, 2009

9. **COMMENCEMENT DATE.**

Claimant first furnished the Materials and Services to the project on or about.  
June 23, 2009

10. **MATERIALS AND SERVICES.**

Claimant furnished to the Project the following types of materials and/or services, including labor, professional services,  
Sign Package

11. **OWNER'S AGENT.**

The name of the person by whom Claimant was employed or to whom Claimant furnished the Materials and Services, is:  
Pacific Property Assets  
1222 East Mountain View Road  
Phoenix, AZ 85020

12. **DATE OF PRELIMINARY NOTICE.**

The preliminary twenty day notice the ("Pre-Lien"), attached to as Exhibit C, was given pursuant to A.R.S. § 33-992.01 on the following date(s):  
April 3, 2009, April 29, 2009

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A copy of the pre-lien(s), and the proof of mailing required by A.R.S. § 33-992-02, are attached by Exhibit C.

**WHEREFORE**, and pursuant to A.R.S. § 33 33-992.993, Claimant claims and fixes a lien upon the property in the amount of claim provided herein by causing this Notice and Claim to be recorded with the Country Recorder of the county in which the Property is situated and a copy to be served within a reasonable time upon the Owner, if he can be found, within that county.

Signed this Date 8-31-09

[Signature]  
Dana Duncan Name & Title Managing Member

STATE OF ARIZONA )

Date of Acknowledgment

COUNTY OF MARICOPA )

s.s.

August 31 20 09

The following person(s) Dana Duncan who is known to me, or satisfactorily proven to me, to be the person whose name is subscribed to this document, personally appeared to me as a Notary Public, and, being duly sworn upon oath, stated that he had read this document and knows of his own knowledge that the facts stated herein are true and correct, except those matters based upon information, which he believe to be true, and acknowledged that he executed this document on his own behalf, or, if subscribed in a representative capacity, indicated for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL

My commission expires:

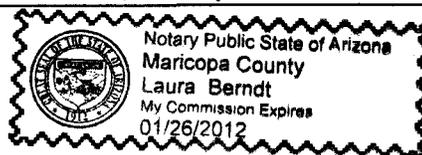
1/26/2012

[Signature]  
NOTARY PUBLIC

Mechanics' Lien

3

Accurate Lien AZCLDP #80482, Lindsay Cline AZCLDP #81029



# **EXHIBIT A**

Unofficial Document



**EXHIBIT "A"**

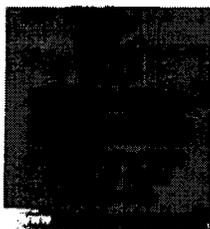
**Units 101 through 119 inclusive and Units 201 through 219 inclusive, Shadow Hills Condominium, according to Condominium Declaration recorded in Recorder's No. 90-195557 and re-recorded in Recorder's No. 90-207005 and re-recorded in Recorder's No. 90-213209 and amended in Recorder's No. 96-650695 and as shown on the plat of record in the office of the county Recorder of Maricopa County, Arizona in Book 334 of Maps, Page 7;**

**Together with all of the undivided interest in and to the common elements as set forth in said Condominium Declaration.**

Unofficial Document

## **EXHIBIT B**

Unofficial Document



**AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS & SERVICES**

Seller: DunCor, LLC. dba SummitWest Signs - Arizona Contractors License #150044 L-38

BUYER: Pacific Property Assets - Mountain Creek Apartments REP Dan Sweeney

PHONE: (562) 597-0500 E-Mail: Gaylan@mebmagmt.com

MAILING ADDRESS: 3626 E Pacific Coast Hwy, Long Beach

INSTALLATION LOCATION: 1222 E Mountain View Rd Phx, Az

**TERMS AND CONDITIONS OF SALE:** We are pleased to manufacture and (if included below) install the following signage for you. The fee shown is our total charge for the job, including all (indicated) installation fees.

At SummitWest Signs we are proud to give you a superior limited warranty on all of our workmanship and materials (subject to the governing warranty terms and conditions). The only major exclusions to this guarantee are for deliberate damage, and/or damage due to acts of God, vandalism, impact by objects, and abnormal weather conditions. *Please note that this warranty includes all neon and electrical components (if applicable to your sign type), and also offers comprehensive coverage for both parts and labor (please see the actual limited warranty terms for details of your warranty coverage).*

Your signage is warranted for:  One Year -or-  \_\_\_\_\_ (as per the written terms shown herein).

SummitWest Signs is a licensed, bonded and insured contractor (License #150044) and we are also A-1 members in good standing of the Arizona Sign Association.

Unofficial Document

We will fabricate and install your signage following final drawing approval and issuance of all other necessary approvals and permits. Installation normally occurs within a few days following completion of fabrication, however it is always subject to delays caused by weather conditions or unusual occurrences.

We estimate that your signage fabrication will be completed in approximately 30  calendar -or-  business days from the receipt of all necessary approvals, and issuance of all permits.

Following the completion of fabrication, the estimated additional time to complete your installation will be approximately 4  calendar -or-  business days.

**WORK TO BE COMPLETED - SPECIFICATIONS AND DESCRIPTION:**

*No drawing is shown herein - the work is to be completed as summarized below, and as confirmed on the final sign drawing (which will be approved by both parties prior to commencement of fabrication).*

- Sign Package Per Approved Drawings \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SPECIFIC WORK AND/OR SERVICES THAT ARE NOT INCLUDED:**

Seller will perform ONLY the specific work listed above and shown on the approved drawings. The items listed below are some (but not necessarily all) of the items which may be required to complete the job, but that are specifically NOT included in the Sellers scope of work ,and which will not be provided by Seller.

- Provision of adequate primary power at sign location
- Painting of any type for existing walls/elements/structures around sign
- Patching or repair of any existing walls or structures (includes issues caused by removal/installation)
- Structural or metal repairs to existing cabinets or structures that are refaced, changed or added to
- Any photocells, timers or automated control devices for primary power and/or sign illumination
- 
- 
- 

The base fee for the work described herein, and detailed on the final mutually approved drawings, is: \$ 10695.99

- This amount:  includes, or,  does not include – installation of the finished sign(s).
- This amount:  Includes, or,  does not include – required sales tax which is approx. 5.2 % of the total.
- This amount:  includes, or,  does not include – cost for required permits which is estimated to be \$ N/A
- This amount:  includes, or,  does not include – cost for work necessary for acquisition of permits of \$ N/A
- This amount:  includes, or,  does not include – cost for work necessary for UL Component fee of \$ N/A
- This amount:  includes, or,  does not include – \_\_\_\_\_ fee of \$ N/A

To begin production of your sign we will need a minimum deposit of: \$ 5348.00

The remaining balance of \$ ALL (plus any additional fees as specified herein) will be due as a final payment of all amounts owed on  Net 15 days terms -or-  Upon Completion terms, as of the day that your signage is substantially completed. Extended terms beyond this require advance approval by our Credit Department.

The following additional terms/conditions are a part of this Agreement:

**Item I (permits):**

Buyer acknowledges and agrees that Seller has been instructed to remodel/reface the existing signs without obtaining any permits for same, nor confirming that permits are actually not required for same. All liability, responsibility and risk resulting from same shall be solely Buyers in the event that any issues arise. Buyer understands and agrees that it is possible that the newly remodeled signs could later be not allowed, be required to be torn down, be required to be permitted, or otherwise be the cause of expenses or losses that would be solely the Buyers responsibility. -or-

Buyer instructs Seller to obtain permits and agrees and understand that although Seller will make best efforts to obtain the requested permits on Buyers behalf, Seller has no control over the timeliness or adequacy of the permit process and can not guarantee that permits will be obtainable, or will be issued within any specific time frame. -or-

The terms immediately above are not applicable to this Agreement

**Item II (code compliance):**

Buyer acknowledges and agrees that they have instructed Seller to not confirm or investigate the degree to which this signage does (or does not) conform with any applicable safety, fire, municipal or non-sign codes, and Buyer accepts sole responsibility for determining same. Buyer agrees to indemnify and hold Seller harmless from any claims regarding the adequacy, sufficiency, compliance and/or completeness of the signage ordered as regards these codes. -or-

Buyer instructs Seller to contact appropriate agencies on Buyers behalf and attempt to confirm what code requirements are and pass this information on to Buyer. Buyer agrees that although Seller will use best efforts to obtain this information there is no guarantee that the information given will be correct or reliable and that only Buyer can decide what represents adequate compliance, and that Buyer is responsible for instructing Seller as to what work/services should ultimately be provided (which if different than set forth above may incur additional fees). -or-

The terms immediately above are not applicable to this Agreement

**Item III (remodeled components/signs):**

Buyer acknowledges and agrees that all remodeling/refaced components will be based on the original sign structures and that while the completed signs will be approx. the same size and shape as they were originally, which may (or may not) conform with any estimated measurements shown on the drawings. Furthermore, Buyer acknowledges and agrees that the new finishes will not be identical to those seen on the previous (existing) structure and that Seller does not warranty (and is not responsible for) achieving a finished structure which is completely equivalent to the exact quality, size or finish of the previous sign because both are "scratch built" structures that by necessity must use different materials and techniques -or-

The terms immediately above are not applicable to this Agreement

**Item IV (permit waiver):**

Buyer acknowledges and agrees that although they are entitled (optionally) to instruct Seller to proceed with construction of the sign prior to issuance of any required permit(s) or approvals, that if they do so, Buyer shall have sole responsibility for any liability, damages, cost or legal consequences resulting from same, and by doing so that they agree to totally indemnify and defend Seller from any claims arising from starting and/or completing this work. Furthermore, Seller shall have the right to not proceed until they have received a complete executed "Sign Permit Waiver Agreement" from Buyer which is acceptable to Seller, if Seller chooses to request same from Buyer.

**Item V (important disclosures and agreements):**

Buyer specifically acknowledges and agrees to each of the check-marked items below:

**Primary Power** -  Buyer is solely responsible for providing acceptable primary power within 6 feet of the center of the designated sign location; -or-  Seller will provide primary power wiring as needed  -or- \_\_\_\_\_

**Sign Controls** -  Buyer is solely responsible for providing any desired timers, photocells or sign control devices; -or-  Seller will provide  timer -or-  photocell located at  sign location -or-  located at \_\_\_\_\_

**Digging** -  Buyer -or-  Seller is solely responsible for any necessary repairs to underground irrigation, sprinklers, drip, wiring, pipes and all other objects which are damaged by the excavations necessary to complete this installation.

**Landscaping** -  Buyer -or-  Seller is solely <sup>Unofficial Document</sup> responsible for any necessary repairs to existing landscaping which is damaged by the equipment, tools, excavations, methods and/or materials necessary to complete this installation.

**Color & Material Matching** - Seller does not guarantee an exact color, texture or gloss match for new products, finishes, materials or surfaces which are manufactured, and said finishes may not exactly match existing products, finishes, materials or surfaces.

**Digital Printing** - Seller does not warrant that any digitally printed products will be able to be exactly matched in the future, nor that prints made at different times, and/or on different substrates will be exact matches for each other.

**Drawings** - All drawings showing the signs referenced herein are illustrative only, and these renderings alone should not be relied on to determine exact placement, sizes, colors or finishes - instead please reference the actual materials and/or swatches listed in the specifications, as they may look different from what is simulated in the illustration itself.

**Item VI (discounts):**

Buyer agrees that the following discounts shall be applicable to this purchase:

No discount applies -or-

A discount of \_\_\_\_\_ of the total amount due is applicable if the entire amount payable is received along with this contract (rather than payment of the deposit only, with balance due at completion, as above) -and/or-

An additional discount of \$\_\_\_\_\_ is deductible from the total due, if this executed contract and deposit (or payment in full) is received no later than \_\_\_\_\_

**Item VII (incentives):**

Seller agrees to provide Buyer with the following additional products/services at no charge:

No extra products/services are included.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

This is the original agreement between the parties -or-  
 This agreement supersedes and replaces all previously dated/executed agreements between the parties

**NO ORAL AGREEMENTS:** This written agreement (along with any supporting documents incorporated into it by reference herein) constitutes the entire agreement between the parties. Any verbal agreements or representations are not binding upon Seller, and should not be relied upon in any way and must be incorporated into this document before you sign it if you wish to rely on them.

**I HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS SHOWN ON EACH AND EVERY PAGE OF THIS FIVE (5) PAGE AGREEMENT (AS WELL AS THOSE ON ANY ATTACHMENTS AND/OR ADDENDUMS INCLUDED BY REFERENCE HEREIN):**

AGREED TO THIS 26th DAY OF January, 2009 BY:

  
Buyer's Signature

Al Penaranda GM  
Print Buyer's Name

**THIS AGREEMENT INCLUDES ADDITIONAL CLAUSES, TERMS AND CONDITIONS, IN ADDITION TO THOSE ABOVE, WHICH ARE SET FORTH IN THE FOLLOWING SECTIONS.**

**(1) BINDING AGREEMENT:** This agreement is not binding upon the Seller until accepted in writing by a Corporate Officer of DunCor, LLC. **(2) PERMITTING:** Buyer appoints Seller as their agent to obtain any required permits for installation of sign and agrees to reimburse Seller for cost of said permits as called for herein. If sign is not to be installed by Seller, Buyer shall be solely responsible for determining if permits are needed, and if so, obtaining same, and agrees to indemnify Seller and hold Seller harmless from any damage(s) which may result from Buyer (or Buyer's agents) installation of the sign. **(3) PERMISSIONS:** Buyer represents that he has (or will have) obtained any necessary permission(s) from the landlord, owner and/or property manager of the premises prior to Seller beginning manufacture of the sign and agrees to hold Seller harmless from any action resulting from Buyer's failure to properly obtain said permissions. **(4) PAYMENTS:** In the event that any payment required hereunder is not made as agreed, Buyer expressly agrees that the entire balance owed shall immediately become due and payable; that interest at 2% per month (24% per annum) shall accrue on the entire amount agreed to herein and remaining unpaid, as of the date that said payment was due and was not paid; and that said interest, as well as any necessary costs of collection and/or legal action (including Seller's hourly charges at the rate of \$75 per hour for time spent on collection matters), shall be owed by Buyer and be collectable in addition to all other amount(s) due. Furthermore, in the event that any payment required hereunder is not made as agreed, and/or that any check from Buyer is returned unpaid by Buyer's bank, Seller shall (at Seller's sole option) no longer be obligated to complete any remaining part of the fabrication or installation, and any applicable warranties and/or service agreements shall be null and void, and all payments previously made shall be immediately forfeited and be retained by Seller without recourse. However, these amounts are not liquidated damages for the entire amount due, and Seller shall still remain entitled to collect any additional balances owed under this Agreement (as well as any cancellation fees allowed for herein). **(5) CREDIT CARDS:** In the event that any payment is made using a credit card, Buyer specifically agrees that all such payments are for non-cancelable custom work, and are non-refundable, and acknowledges that s/he is not entitled to any charge back or credit to the card under any circumstances. **(6) TIMES:** Seller believes that (as of the time this document was prepared) all items shown as "estimated" or "approximate" are reasonably accurate, and Seller will diligently endeavor to achieve same, however each of these amounts/times/quantities are not guaranteed, and may not be achieved exactly as shown herein, and each amount/time/quantity is subject to change during the job, and Buyer shall not be entitled to discount or offset any amount due herein as a result of delay. **(7) ELECTRICAL SERVICE:** If sign is electrical, Buyer must provide adequate electrical service in compliance with any applicable codes and/or regulations, located no further than six feet from the sign's interior electrical connection point. In the event that electrical service is supplied in a location that does not allow the connections to be hidden inside of the sign components, racaway, cabinet or pole cover, Buyer accepts and agrees that Seller may (at Seller's sole option) use exposed conduit and/or junction boxes. Should Buyer fail to provide satisfactory electrical service prior to installation of the sign, Seller shall be released from any responsibility for final connection of the sign to the electrical service unless an additional fee of \$296 is paid prior to each additional service trip which is required to complete the installation. If anyone other than Seller makes any electrical connection to the sign, and Seller believes that sign was (or will be) damaged as a result, all warranties on the sign may be considered null and void, at Seller's sole option. **(8) CLAIMS:** Any claims made under this contract by Buyer (except for those made for service as allowed by the terms of the limited warranty provided herein), for performance or otherwise, must be made in writing, and delivered to the Seller no later than 10 days following the date that installation of the sign commenced to be valid and/or enforceable. **(9) BUYER CANCELLATION:** In the event that Buyer cancels this contract prior to completion, and also prior to issuance of permits and before any production has begun, Seller shall be entitled to retain/collect a cancellation fee equal to 35% of the total amount due, or \$1,000.00 whichever is greater. In the event that Buyer cancels this contract prior to completion, but after the issuance of permits and before any production has begun, Seller shall be entitled to retain/collect a cancellation fee equal to 35% of the total amount due, or \$1,500.00 whichever is greater, plus the cost of the permits. In the event that Buyer cancels this contract prior to completion, but after production has begun, Seller shall be entitled to retain/collect a cancellation fee of no less than 50% and up to 90% of the total amount due, depending upon the degree of completion of the job, as reasonably determined solely by Seller, plus the cost of the permits. **(10) SELLER CANCELLATION:** Seller reserves the right to cancel this contract if (in Seller's sole opinion) it will not be reasonably possible to meet the Buyer's requirements and/or build or install the sign properly/practically and/or erect the sign in compliance with applicable codes, regulations, laws or acceptable trade practices and/or complete the sign based on the specifications herein and/or complete the sign because of problems with the location for installation identified herein. In the event that Seller elects to cancel this contract for any of the above reasons, Buyer shall be entitled to a refund equal to 90% of all monies paid in advance, less any costs already incurred by Seller (including, but not limited to permits and/or permit related expenses). **(11) DESIGN CHANGES:** In the event that the sign design and specifications agreed to by the Buyer and the Seller

are not acceptable to the Landlord and/or city, Buyer and Seller agree to work together to modify same so that approval can be obtained. In the event that Buyer elects not to modify the design and/or specifications in such a way that approval can be reasonably obtained. Buyer agrees that Seller shall be entitled to a cancellation fee equal to 35% of the selling price of the original sign. In the event that Seller is unwilling to supply a sign with the approvable design/specifications at the original fee quoted, Buyer shall have the option of either (a) paying additional reasonable fees to cover Seller's extra expense and proceeding with the sign; or (b) canceling the order and receiving a refund of 90% of the contract amount less a fee of \$96 per hour for Seller's time spent on consultation, design and permitting (not to exceed the actual amount paid by Buyer to Seller). (12) **USED COMPONENTS:** Buyer agrees that in the event used/old/existing sign components are being reused at Buyer's request, if said components do not function, or do not meet current city code, or do not need UL listing standards, that Seller shall replace same with new conforming components and Buyer agrees to pay for same (based on Seller's standard retail selling price) in addition to the charges shown herein. (13) **INSTALLATION:** All drilling, boring, footer installation and sign installation fees herein are based on having normal & typical conditions of installation. In the event that any part of the sign installation requires special equipment, procedures or tools; and/or if there are "hidden" obstacles affecting the installation or fabrication; and/or if footers must be placed in ground that is unusually hard, rocky or otherwise obstructed, Seller shall have right to charge buyer for any extra costs incurred beyond those normally anticipated for a standard installation. (14) **MECHANICS LIEN:** Buyer acknowledges that Seller may (at Seller's sole option) file a notice of Mechanics Lien. (15) **TITLE:** Buyer agrees that (with or without the filing of a lien) title to the sign shall remain fully vested with the Seller until all amounts due have been paid in full, and agrees that in the event that any payment which is called for herein is not made by Buyer within 5 days of the due date, that Seller shall have the right to repossess the sign, and that at the time of repossession Buyer shall forfeit all monies previously paid while still remaining liable for payment of any additional unpaid amounts. In the event that sign is repossessed, Seller shall have no responsibility or obligation to restore or repair the wall or premises that the sign was mounted upon. If payment is later made by Buyer, Seller shall have no obligation to reinstall the sign, and shall only be liable for making the (uninstalled) sign available to Buyer without warranty of any kind. After 15 days from the date of repossession, Seller shall no longer have any liability for keeping or returning the sign, and shall be entitled to dispose of same while still not relieving the Buyer of any of the obligations set forth herein. (16) **COPYRIGHT:** Buyer specifically acknowledges that any creative work, artwork, logos and/or designs created by the Seller are not "work for hire" and that all such creative work shall remain the property of the Seller and that the copyright on these works remains fully vested with the Seller, with all rights reserved to the Seller, unless other use of the artwork/design is specifically released, in writing, by the Managing Member of DunCor, LLC. (17) **GUARANTEE:** By signing below, Buyer specifically represents that s/he is empowered to enter into this contract, has full legal authority to do so, and furthermore is personally guaranteeing the performance of all obligations created herein, unless said personal guarantee is specifically disclaimed in separate writing as part of this contract. The act of adding a Corporate title to Buyer's signature shall not, on its own, create any release from this Personal Guarantee. (18) In the event that any part of this contract is held to be invalid, all other portions of the contract shall remain in full force and effect. (19) **AUTHORITY:** This contract shall be interpreted and enforced in accordance with Arizona law. (20) **COLLECTION:** Buyer agrees that any and all costs of collection, court costs, legal fees, as well as reimbursement for the time spent by Seller on collection related matters (based on an hourly rate of \$66 per hour) shall be payable by Buyer in addition to the principle and interest called for herein. (21) **DEFINITION:** The definition of "upon completion" or "upon substantial completion" or "upon completion of installation" shall be agreed by both parties to be the time at which each of the primary components, or signs, or processes which are referred to are substantially completed in accordance with the applicable drawing(s) and (if appropriate) are affixed to the premises or delivered to the Buyer (or Buyer's agent or premises) if not to be installed. (22) **AGREEMENTS:** By signature below, Seller agrees to provide, and Buyer agrees to purchase and pay for the signage described herein, with terms of payment, and work to be performed as set forth, and, both parties approve and accept the description of the work herein. (23) **CONFLICTS:** Buyer and Seller further agree that in the event there is a conflict between the description, specifications and/or sizes shown herein and those shown on the final drawings approved by both Buyer and Seller, that the description, specifications and/or sizes shown on the drawing will be primary and that the latest dated or highest numbered drawing will take priority. (24) **PRIORITIES:** Buyer and Seller further agree that any modifications to, or replacements of this agreement which are dated later than this one shall take priority in the event of a conflict. (25) **HEADINGS:** All headings and paragraph numbers are for convenience only, and are not intended to be relied upon, and may not accurately reflect the actual content of each section.

**LIMITED WARRANTY TERMS AND CONDITIONS:**

We promise that your commercial signage (excluding banners, magnetics and temporary signage of any type) will perform reasonably (ie: be usable for its normal function) during the term indicated. Specifically, in the case of lettering and graphics, the graphics shall not curl or become detached from the substrate and shall not fade more than 10%; nor crack, or shrink by more than 5%. In the case of metal letters and cabinets, acrylic faces and trim cap they shall not break, dent, crack or separate (excludes impact from foreign objects) nor fade more than 10% from the original color. In the case of electrical components they shall continue to function as designed for the term of this warranty. Neon components and fluorescent lamps are warranted to maintain a brightness of no less than 70% of that originally radiated. If the product fails, we will replace or repair the product, at our option. Any needed labor for repairs will be supplied at no cost during the warranty term. Any needed parts will be supplied at no cost during the first year of the warranty term (or for the term of the warranty if less than one year). Installation related claims are valid only if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes is not covered. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign(s). In the event that the sign is serviced, added to, or tampered with by anyone other than SummitWest Signs, the balance of the warranty shall be null and void as of the date that said action occurred. Your placement of this order confirms your unconditional acceptance of the warranty terms, exclusions and conditions listed herein.

**AGREEMENT ACCEPTED AND APPROVED BY SELLER**  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ :

  
 \_\_\_\_\_  
 Managing Member, for DunCor, LLC, dba SummitWest Signs



335 E. Baseline Rd • Gilbert, AZ 85233  
 ph 480.926.3465 • fx 480.926.7350  
 Excellence in Visual Identification

## INVOICE 32697

Order Date: 01/28/2009  
 Sale Date: 07/16/2009

Salesperson: Dan Sweeney  
 Email: Dan@summitwestsigns.com

Prepared For: PPA- Mountain Creek Apartments  
 Contact: John Packard ,Owner

Phone: (602) 444- 5544  
 Fax: (602) 444- 5545

Email  
 jpackard@pparealestate.com

Project Description: Sign Package

Item #	Quantity	Unit Price	Subtotal
1	1	\$5,986.00	\$5,986.00

Description: Misc. Item

- Line Item: Main Wall Sign
- Quantity: 1

Item #	Quantity	Unit Price	Subtotal
2	2	\$746.00	\$1,492.00

Description: Leasing Office Directionals

D/F  
 Double post and panel

- Line Item: Leasing Office Directionals
- Quantity: 2

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Item #	Quantity	Unit Price	Subtotal
3	1	\$485.00	\$485.00

Description: Misc. Item

- Line Item: Leasing office Sign with changable hours slots
- Quantity: 1

Item #	Quantity	Unit Price	Subtotal
4	1	\$340.00	\$340.00

Description: 2 No Visitor Parking

.080 Aluminum  
 12 X 18 " W/ digital print

- Line Item: No visitor parking sign
- Quantity: 1

Bill To: Attn: John Packard  
**PPA- Mountain Creek Apartments**  
 1222 E. Mountain View Rd  
 phoenix, AZ 85632



335 E. Baseline Rd • Gilbert, AZ 85233  
 ph 480.926.3465 • fx 480.926.7350  
 Excellence in Visual Identification

## INVOICE 32697

Order Date: 01/28/2009

Sale Date: 07/16/2009

Salesperson: Dan Sweeney

Email: Dan@summitwestsigns.com

Prepared For: PPA- Mountain Creek Apartments

Contact: John Packard ,Owner

Phone: (602) 444- 5544

Fax: (602) 444- 5545

Email

jpackard@pparealestate.com

Project Description: Sign Package

Item #	Quantity	Unit Price	Subtotal
5	1	\$648.00	\$648.00

Description: Misc. Item

- Line Item: Standard set of Pool Rules
- Quantity: 1

Item #	Quantity	Unit Price	Subtotal
6	2	\$98.00	\$196.00

Description: 10" X 24" .080 aluminum with digital print

- Line Item: Mail Box & Laundry Room
- Quantity: 2

Item #	Quantity	Unit Price	Subtotal
7	1	\$0.00	\$0.00

Description: 5' X 5' Aluminum Site map Directory

- Line Item: Site Map Directory
- Quantity: 1

Item #	Quantity	Unit Price	Subtotal
8	1	\$298.00	\$298.00

Description: Misc. Item

- Line Item: Site map design Time
- Quantity: 1

Item #	Quantity	Unit Price	Subtotal
9	38	\$18.50	\$703.00

Description: 38 unit Id's

- Line Item: Unit Ids
- Quantity: 38

Bill To: Attn: John Packard  
 PPA- Mountain Creek Apartments  
 1222 E. Mountain View Rd  
 phoenix, AZ 85632



335 E. Baseline Rd • Gilbert, AZ 85233  
 ph 480.926.3465 • fx 480.926.7350  
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Phone: (602) 444- 5544

Fax: (602) 444- 5545

Email

jpackard@pparealestate.com

Project Description: Sign Package

Unofficial Document

### Notes

Subtotal:	\$10,148.00
Taxes:	\$547.48
<b>Total:</b>	<b>\$10,695.48</b>
Total Payments:	\$6,000.00
<b>Balance Due:</b>	<b>\$4,695.48</b>

### GENERAL TERMS & CONDITIONS

UNLESS OTHERWISE NOTED ABOVE: Quote valid for 60 days. 50% deposit required With balance due upon completion. Permit fees not included. Buyer is required to provide all necessary electrical circuits of suitable capacity and approved type to within 5 feet of sign location. If electric is not available at the time of installation, Buyer may be billed for additional service calls for final hook-up of sign. All signs are property of SummitWest Signs (SWS) until paid in full, installed or not. Ownership of signage will not pass to the Buyer until all terms of contract have been met. In the event of default of any terms of this contract, Buyer authorizes SummitWest Signs or its agents to enter property to remove and repossess signage. Buyer waives any action for trespass and agrees that SummitWest Signs or its agents shall not be liable for any changes or alterations required at the premises where sign is located, by reason of removal or repossession. Buyer agrees to pay all costs and reasonable legal fees if the delinquent account is placed with an attorney or collection agency. A 1.5% service charge per month may be charged on overdue amount with an \$18 minimum service charge. Installations scheduled are pending accomodating weather conditions. Installations include 1 trip to the job site. Additional charges may apply for multiple site visits and unforeseen circumstances such as hard ground among others. SWS is not responsible for damage done to irrigation, utility or cable lines.

Payment Information		1 payment for \$6,000.00	
Date & Time	Method	Tracking	Amount
2/5/2009 12:30 pm	Check	25705	\$6,000.00

Bill To: Attn: John Packard  
**PPA- Mountain Creek Apartments**  
 1222 E. Mountain View Rd  
 phoenix, AZ 85632

# EXHIBIT C

Unofficial Document

ARIZONA PRELIMINARY 20 DAY LIEN NOTICE  
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01

THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR  
SUBCONTRACTOR.

This Preliminary Notice has been completed by:

DUNCOR LLC DBA SUMMIT WEST SIGNS  
335 E BASELINE RD  
GILBERT, AZ 85233

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:  
SIGN PACKAGE, MAIN WALL SIGN, LEASING OFFICE DIRECTIONALS, UNIT IDS, SITE MAP DIRECTORY,, MAIL BOX & LAUNDRY ROOM SIGNS in the construction, alteration or repair of the building, structure or improvement located at

MOUNTAIN PROSPECT APARTMENTS  
1222 EAST MOUNTAIN VIEW ROAD  
PHOENIX, AZ

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:  
1222 EAST MOUNTAIN VIEW ROAD

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is:\$12,834.58, .

The Name and Address of the Owner or Reputed Owner is:

AAA INVESTMENT PROPERTIES LLC  
9890 E CELTIC DR  
SCOTTSDALE, AZ 85260

**Notice to Property Owner:** If bills are not paid in full for the labor, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings of all or part or your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

The Name and Address of the Original Contractor is:

DUNCOR LLC DBA SUMMITWEST SIGNS  
335 EAST BASELINE ROAD  
GILBERT, AZ 85233

1. Requiring your contractor to furnish a conditional waiver and release pursuant to ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person (Unofficial Document) this notice before you make payment to your contractor.

The Name and Address of the Reputed Lender and/or Bonding Company is:

WE HEREBY REQUEST LENDER/BOND INFORMATION FROM THE OWNER AND/OR GENERAL CONTRACTOR.

2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.

3. Using any other method or device that is appropriate under the circumstances.

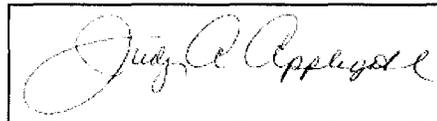
The Name and Address of the Person with whom the Claimant has Contracted is:

PACIFIC PROPERTY ASSETS  
1222 EAST MOUNTAIN VIEW ROAD  
PHOENIX, AZ 85632

Date: Thursday, April 02, 2009

Bond#

By:



Within ten days of receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to ARS Sect #33-992.01, Subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with ARS Section #33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner of other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim, against the bond as a result of not timely receiving the bond information.

Upon receipt of this notice, please detach and sign this Acknowledgement and return same to:

**Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203  
Scottsdale, AZ 85251-7056 (480) 941-0844**

Acknowledgement of Receipt of Preliminary Twenty Day Notice(Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on \_\_\_\_\_ (date) of a copy of this Preliminary Twenty Day Notice at \_\_\_\_\_ (address where notice received) Date: \_\_\_\_\_

(Company Name/Signature and Title of person acknowledging receipt)



Accurate Lien and Contractor Assistance, Inc.  
P. O. Box 1749, Scottsdale, AZ 85252-1749

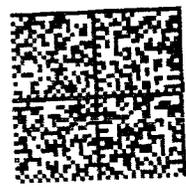
Arizona Mailing List Certificate of Mailing

4/2/2009

Target Corpo	1000 Niccollet Mail	Minneapolis MN	55403	788966	1
AP SOUTHWEST LLC dba Adolf	5002 S. Ash Avenue	Tempe	AZ 85282	788966	2
AP Southwest, LLC	5002 S. Ash Avenue	Tempe	AZ 85282	788966	3
TARGET CORPORATION	PO BOX 9456	MINNEAPO MN	55440	788966	4
Relo Queen Creek LLC	16679 N. 90th St. #100	Scottsdale	AZ 85260	788967	5
Huff Construction	7329 E. Greenway Ste B	Scottsdale	AZ 85260	788967	6
PYRAMID PLUMBING LLC	1915 N LINDSAY ROAD	MESA	AZ 85213	788967	7
WALGREEN ARIZONA DRUG C	300 WILMOT RD	DEERFIELD IL	60015	788967	8
PRIME A INVESTMENTS LLC	16679 N 90TH ST	SCOTTSDA	AZ 85260	788967	9
City of Goodyear	PO Box 5100	Goodyear	AZ 85538	788971	10
BARTON MALOW COMPANY	1620 W. FOUNTAINHEAD PKWY 601	TEMPE	AZ 85282	788971	11
TRAVELERS CASUALTY & SUR	1301 W LONG LAKE D #300	TROY	MI 48098	788971	12
LIBERTY MUTUAL INSURANCE	8044 MONTGOMERY RD STE 150 E	CINCINNATI OH	45236	788971	13
AAA INVESTMENT PROPRTIE	9890 E CELTIC DR	SCOTTSDA	AZ 85260	788973	14
DUNCOR LLC DBA SUMMITWE	335 EAST BASELINE ROAD	GILBERT	AZ 85233	788973	15
PACIFIC PROPERTY ASSETS	1222 EAST MOUNTAIN VIEW ROAD	PHOENIX	AZ 85632	788973	16
Robert McNoltey	4031 E. Bujia Primera	Tucson	AZ 85715	788974	17
GEOMECHANICS SOUTHWEST	5839 S. BELVEDERE AVENUE	TUCSON	AZ 85706	788974	18
Robert McNoltey	4031 E. Bujia Primera	Tucson	AZ 85715	788974	19
MC NULTY ROBERT & STACY	1102 E INA RD	TUCSON	AZ 85718	788974	20
CITY OF EL MIRAGE	12145 NW GRAND AVE STE 4	EL MIRAGE	AZ 85335	788980	21
ELS Construction, Inc.	3329 E Southern Ave	Phoenix	AZ 85040	788980	22

016H26503986  
 \$908.800  
 04/03/2009  
 Mailed From 85251  
 US POSTAGE

Hasler



Total # of Pieces  
 Listed by Sender 22  
 Total # of Pieces  
 Received by Post Office 22  
 Name of Postal Employee [Signature]  
 POSTMASTER, PER  
 Total Expected Mailing \$  
 22 X \$0.4 = \$8.80

COM

ARIZONA PRELIMINARY 20 DAY LIEN NOTICE  
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01  
THIS IS NOT A LIEN  
THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR  
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This Preliminary Notice has been completed by:

DUNCOR LLC DBA SUMMIT WEST SIGNS  
335 E BASELINE RD  
GILBERT, AZ 85233

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:  
SIGN PACKAGE  
in the construction, alteration or repair of the building, structure or improvement located at

The Name and Address of the Owner or Reputed Owner is:

AAA INVESTMENT PROPERTIES LLC  
9890 E CELTIC DR  
SCOTTSDALE, AZ 85260-8858

MOUNTAIN CREEK APARTMENTS  
1222 EAST MOUNTAIN VIEW ROAD  
PHOENIX, AZ  
in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:  
1222 EAST MOUNTAIN VIEW ROAD

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is:\$12,834.58, .

The Name and Address of the Owner or Reputed Owner is:

PACIFIC PROPERTY ASSETS  
1222 EAST MOUNTAIN VIEW ROAD  
PHOENIX, AZ 85020

Notice to Property Owner: If bills are not paid in full for the labor, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings of all or part or your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

The Name and Address of the Original Contractor is:

DUNCOR LLC DBA SUMMITWEST SIGNS  
335 EAST BASELINE ROAD  
GILBERT, AZ 85233

1. Requiring your contractor to furnish a conditional waiver and release pursuant to ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person <sup>Unofficial Document</sup> this notice before you make payment to your contractor.

The Name and Address of the Reputed Lender and/or Bonding Company is:

WE HEREBY REQUEST LENDER/BOND INFORMATION FROM THE OWNER AND/OR GENERAL CONTRACTOR.

2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.  
3. Using any other method or device that is appropriate under the circumstances.

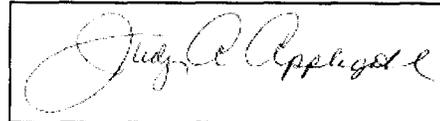
The Name and Address of the Person with whom the Claimant has Contracted is:

PACIFIC PROPERTY ASSETS  
1222 EAST MOUNTAIN VIEW ROAD  
PHOENIX, AZ 85020

Date: Tuesday, April 28, 2009

Bond#

By:



Within ten days of receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to ARS Sect #33-992.01, Subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with ARS Section #33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner of other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim, against the bond as a result of not timely receiving the bond information.

Upon receipt of this notice, please detach and sign this Acknowledgement and return same to:

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203  
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice(Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on \_\_\_\_\_ (date) of a copy of this Preliminary Twenty Day Notice at \_\_\_\_\_ (address where notice received) Date: \_\_\_\_\_

(Company Name/Signature and Title of person acknowledging receipt)



Accurate Lien and Contractor Assistance, Inc.  
P. O. Box 1749, Scottsdale, AZ 85252-1749

4/28/2009

Arizona Mailing List Certificate of Mailing

Address	City	State	Zip	Sequence
Maracay Homes	Scottsdale	AZ	85260	1
MARACAY SONORAN FOOTHIL	Scottsdale	AZ	85260	2
Maracay Construction	Scottsdale	AZ	85260	3
Maracay Homes	Scottsdale	AZ	85260	4
MARACAY SONORAN FOOTHIL	Scottsdale	AZ	85260	5
ARIZONA POLAR LLC	TEMPE	AZ	85284	6
PIN POINT PROPERTY MANAG	CHANDLER	AZ	85226	7
SPIRAL INC	CHANDLER	AZ	85226	8
SW PROPERTIES LP	FOLSOM	CA	95763-0	9
DUNCOR LLC DBA SUMMITWE	GILBERT	AZ	85233	10
PACIFIC PROPERTY ASSETS	PHOENIX	AZ	85014	11
PACIFIC PROPERTY ASSETS	PHOENIX	AZ	85014	12
PACIFIC PROPERTY ASSETS	PHOENIX	AZ	85020	13
DUNCOR LLC DBA SUMMITWE	GILBERT	AZ	85233	14
PACIFIC PROPERTY ASSETS	PHOENIX	AZ	85020	15
AAA INVESTMENT PROPRTIE	SCOTTSDA	AZ	85260-8	16
PATTON FAMILY TRUST LLC	PARADISE	AZ	85253	17
Quality Underground	Phoenix	AZ	85040	18
Specialized Surfacing	Phoenix	AZ	85050	19
T & M Ranching & Development	Mesa	AZ	85277	20
Shephard-Wesnitzer, Inc.	Sedona	AZ	86336	21
Paul W Moore Architect	Flagstaff	AZ	86001	22

016H26503986  
\$08.800  
04/29/2009  
Mailed From 85251  
US POSTAGE

Hastler



COM

Total # of Pieces  
Listed by Sender  
22

Total # of Pieces  
Received by Post Office  
22

POSTMASTER, PER  
Name of Postal Employee  
[Signature]

Total Expected Mailing \$  
22 X \$0.4 = \$8.80



6210 East Thomas Road Suite 203, Scottsdale AZ 85251  
(480) 941-0844 Phone (480) 941-8815 Fax

I, Amy Saylor, declare,  
That I served copies of this Preliminary Notice by certificate of mailing postage  
prepaid on the lender, owner, and original contractor at this respective addresses as  
shown on attached record, on 4/3/09 and 4/29/09.

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

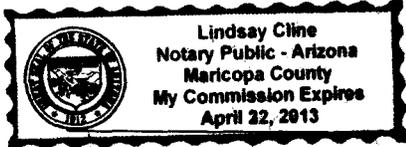
Executed on 9/1/09, at Scottsdale AZ  
(Date)

[Signature]  
Unofficial Document  
(Signature of Person Making Service)

The following person(s) Amy Saylor, who is known to me, or satisfactorily  
proven to me, to be the person whose name is subscribed to this document, personally appeared  
before me as a notary public, and, being duly sworn upon oath, stated that he had read this  
document and knows of his own knowledge that the facts stated herein are true and correct, except  
those matters based upon information, which he believe to be true, and acknowledged that he  
executed this document on his own behalf, or, if subscribed by a representative capacity, indicated  
for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL.

My Commission Expires:



[Signature]  
Notary Public  
9/1/09  
Date

## 3.0 OPERATIONS

---

### 3.1 OPERATING STATEMENT & FINANCIALS (SEE FOLLOWING PAGES)

Provided is a copy of the Property's balance sheet, income statement, and rent roll as of March 27<sup>th</sup>, 2010. No Operating Statement was provided from the previous property manager. Dunlap & Magee assumed management of the Property on February 23<sup>rd</sup>, 2010. During this time all service accounts and vendors were re-established. Upon the receipt of all March 2010 bills a new Operating Statement will be finalized and attached to this report.

### 3.2 OPERATING BUDGET (SEE FOLLOWING PAGES)

No Operating Budget was provided from the previous property manager. Dunlap & Magee assumed management on February 23<sup>rd</sup>, 2010. During this time all service accounts and vendors were re-established. Upon the receipt of all March bills a new Operating Budget will be finalized and attached to this report.

### 3.3 ON-SITE FILES AUDIT (SEE FOLLOWING PAGES)

RRA worked closely with Dunlap & Magee Management to provide an audit of all onsite files from the previous manager, PPA Holdings. Very little documentation was secured other than the February rent roll, contractor bids for asphalt paving the parking lot and landscaping, and a market survey conducted in September of 2009.

### 3.4 SERVICE CONTRACTS (SEE FOLLOWING PAGES FOR COPIES OF CONTRACTS)

#### 3.4.1 LAUNDRY SERVICE LEASE

Laundry Services are provided by Mac Gray through a lease signed by Automatic Laundry Company, LTD commencing December 15, 2004. Terms include that the Lessee shall pay the Lessor monthly 50% of the gross monthly collections.

#### 3.4.2 LANDSCAPE MAINTENANCE AGREEMENT

Landscape Maintenance is provided by Fortis Landcare. Scope of service includes lawn maintenance, trimming, winter rye grass reseed labor,

fertilization, irrigation, and weed control. Contract is a month-to-month contract for \$425 per month. Irrigation repair is charged at \$40 per hour.

#### 3.4.3 COMMERCIAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Waste Management, Inc. provides and regularly services the trash dumpster on the premise. Scheduled pick-ups are on Monday, Wednesday, and Friday. Monthly rate is \$285.05 per month. Additional charges can be assessed for overages, extra pickups, container exchange, etc.

#### 3.4.4 PEST CONTROL

Pest control services are provided by Burns Pest Elimination. The exterior structure is sprayed once per month while the interior is sprayed twice per month. Cost is \$80 per month. Six units are serviced per month.

#### 3.4.5 POOL FENCE REPAIR

Imperial Contracting LLC was hired by the Dunlap & Magee Management Company to repair the entrance/exit gate to the pool, replace 40ft of rusted bottom railing along the pool fence, and prep, prime, and paint repaired areas. Total cost is \$1,692.00