



Doc#: 1102744102 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/27/2011 03:32 PM Pg: 1 of 24

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Bruce A. Salk, Esq.
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

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NCS-427619A 1 of 1

THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 6th day of December, 2010, by and among **OPTIMA, INC.**, an Illinois corporation ("Borrower"), **DAVID C. HOVEY** ("Guarantor"), **SILVER FERN, LLC**, an Illinois limited liability company ("Mortgagor") (Borrower, Guarantor and Mortgagor are hereinafter collectively referred to as the "Obligors") and **COLE TAYLOR BANK**, an Illinois banking corporation, its successors and assigns ("Lender").

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RECITALS:

A. Lender has heretofore made a revolving line of credit loan ("Loan") to Borrower in the principal amount of not more than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) pursuant to that certain Revolving Line of Credit Loan Agreement dated as of June 10, 2008 by and among Borrower, Guarantor and Lender, (as amended from time to time, the "Loan Agreement," all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Revolving Line of Credit Note dated June 10, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 12, 2009, from Mortgagor to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on April 30, 2010, as Document No. 1012031116 ("Junior Mortgage"), which Junior Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Glencoe Property"), (ii) that certain Junior Assignment of Rents and Leases dated December 12, 2009, from Mortgagor to Lender and recorded in the Recorder's Office on April 30, 2010, as Document No. 1012031117 (the "Junior Assignment of Leases"); (iii) that certain Junior Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 12, 2009, from Mortgagor to Lender recorded with the Maricopa Recorder of Deeds, Arizona (the

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“Arizona Recorder’s Office”) on April 29, 2010, as Document No. 20100360903 (“Junior Deed of Trust”), which Junior Deed of Trust encumbers the real property and all improvements thereon legally described on Exhibit B hereto (“Arizona Property”), (iv) that certain Junior Assignment of Rents and Leases dated December 12, 2009, from Mortgagor to Lender and recorded in the Arizona Recorder’s Office on April 29, 2010, as Document No. 20100360904 (the “Arizona Junior Assignment of Leases”); and (v) certain other loan documents (the Note, the Junior Mortgage, the Junior Assignment of Leases, the Junior Deed of Trust, the Arizona Junior Assignment of Leases, the Loan Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the “Loan Documents”).

C. The Loan is further secured by a Guaranty dated June 10, 2008 from Guarantor to Lender (as amended from time to time, the “Guaranty”).

D. Pursuant to that certain First Amendment to Loan Documents dated as of June 12, 2009 (the “First Amendment”) among Borrower, the Guarantor and Lender, the Loan Agreement was amended to, among other things, (i) extend the maturity date of the Loan to December 12, 2009, and (ii) revise the interest rate of the Loan. Pursuant to the First Amendment, the Borrower executed that certain Amended and Restated Revolving Line of Credit Note dated June 12, 2009 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the “First Amended Note”), which amended and restated the Note.

E. Pursuant to that certain Second Amendment to Loan Documents dated as of December 12, 2009 (the “Second Amendment”) among Borrower, the Guarantor and Lender, the Loan Agreement was amended to, among other things, (i) extend the maturity date of the Loan to January 15, 2011, (ii) revise the interest rate of the Loan, (iii) add an interest reserve, (iv) add additional security consisting of the Junior Mortgage, Junior Assignment of Rents, Junior Deed of Trust and Arizona Junior Assignment of Rents. Pursuant to the Second Amendment, the Borrower executed that certain Second Amended and Restated Revolving Line of Credit Note dated December 12, 2009 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the “Second Amended Note”), which amended and restated the First Amended Note.

F. Borrower desires to amend the Loan Documents in order to, among other things, extend the maturity date of the Loan from January 15, 2011 to January 15, 2012.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Capitalized Terms.** The capitalized terms used herein, without definition, shall have the same meaning herein as such terms have in the Loan Documents.

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2. Maturity Date.

(a) The Maturity Date of the Second Amended Note is extended to January 15, 2012. Any reference in the Second Amended Note, the Loan Agreement or any other Loan Document to the "Maturity Date" or the "Line of Credit Maturity Date" shall mean January 15, 2012.

(b) The definition of "Line of Credit Maturity Date" in Section 1.1 of the Loan Agreement shall be and hereby is amended to read in its entirety as follows:

"Line of Credit Maturity Date: January 15, 2012."

(c) Concurrent with the execution of this Agreement, Mortgagor shall execute and deliver to Lender a Modification Agreement (the "Arizona Modification Agreement") thereby amending the Junior Deed of Trust and the Arizona Junior Assignment of Rents.

3. Representations and Warranties of Borrower and Guarantor. Borrower and Guarantor each hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Agreement and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Second Amended Note, the Loan Agreement or the other Loan Documents, each as amended hereby, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Second Amended Note, the Loan Agreement or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower, Guarantor and Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, neither Borrower nor Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the

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performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

(g) Mortgagor is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform the Junior Mortgage, Junior Assignment of Rents, Junior Deed of Trust and Arizona Junior Assignment of Rents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Agreement has been duly executed and delivered on behalf of Mortgagor.

4. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty. All waivers set forth in the Guaranty are hereby incorporated herein by this reference.

5. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender a non-refundable modification fee in the amount of \$5,000.00 (the "**Amendment Fee**"), plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

6. **Additional Requirements.** The obligations of Lender to enter into this Agreement and extend the Maturity Date shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by Borrower, Guarantor and Mortgagor;
- (b) The Arizona Modification Agreement, executed by Mortgagor;
- (c) A certificate of good standing with respect to the Borrower, issued by the Illinois Secretary of State;
- (d) Resolutions of the directors of the Borrower;
- (e) A date down endorsement, in form and substance acceptable to Lender, to First American Title Insurance Company Policy No. NCS-427619-CHI2 which (i) reflects the recording of the Arizona Modification Agreement with respect to the Arizona Properties, and (ii) raises no exceptions or other

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matters to title which are objectionable to Lender;

- (f) A date down endorsement, in form and substance acceptable to Lender, to First American Title Insurance Company Policy No. NCS- NCS-427619-CHI2 which (i) reflects the recording of this Agreement with respect to the Illinois Property, and (ii) raises no exceptions or other matters to title which are objectionable to Lender;
- (g) Certificate of existence with respect to Silver Fern, issued by the Illinois Secretary of State and the Arizona Secretary of State;
- (h) Resolutions of the members of Silver Fern with respect to the transactions contemplated hereby;
- (i) Payment of the Amendment Fee; and
- (j) Such other documents as Lender may reasonably require.

7. **Release of Claims.** Obligors hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which any Obligor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Second Amended Note is repaid in full.

8. **Covenant Not to Sue.** Obligors covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the claims released pursuant to Section 8 above.

9. **Bankruptcy Provisions.** Borrower and Guarantor hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "**Bankruptcy Code**") or similar law or statute is filed by or against Borrower or Guarantor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower or Guarantor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower or Guarantor shall be deemed to have taken such

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action in bad faith. Furthermore, if such action is taken against Borrower or Guarantor by a third party, Borrower or Guarantor shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

10. **Waiver of Defenses.** As of the date of this Agreement, each Obligor acknowledges that they have no defense, offset, or counterclaim to any of Borrower's, Guarantor's or Mortgagor's obligations under the Loan Documents. Borrower, Guarantor and Mortgagor hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, Guarantor, Mortgagor and the Lender.

11. **No Course of Dealing.** Borrower and Guarantor acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

12. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

13. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower, Guarantor or Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor, Mortgagor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor, Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

14. **Entire Agreement.** Borrower, Guarantor, Mortgagor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively

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represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor, Mortgagor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

15. **Construction of Agreement.** Any references to the "Note", the "Loan Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Second Amended Note, the Loan Agreement and the other Loan Documents, as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. Each Obligor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

16. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

19. **Time of the Essence.** Time is of the essence of each of Borrower, Guarantor and Mortgagor's obligations under this Agreement.

20. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

22. **VENUE.** TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER, GUARANTOR AND MORTGAGOR IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER, GUARANTOR AND MORTGAGOR EACH HEREBY

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WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE SECOND AMENDED NOTE AND/OR THE LOAN AGREEMENT.

23. **WAIVER OF JURY TRIAL.** BORROWER, GUARANTOR AND MORTGAGOR IRREVOCABLY WAIVE, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE SECOND AMENDED NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

COLE TAYLOR BANK

By: [Signature]
Name: DEMI KOURKE
Title: SENIOR VICE PRESIDENT

BORROWER:

OPTIMA, INC., an Illinois corporation

By: [Signature]
Name: David C. Hovey
Title: President

GUARANTOR:

[Signature]
David C. Hovey, individually

MORTGAGOR:

SILVER FERN, LLC, an Illinois limited liability company

By: [Signature]
Name: Paul Hovey Sr
Title: Manager

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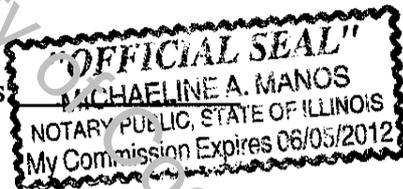
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis W. Rourke, Vice President Real Estate Banking Group of Cole Taylor Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of JANUARY, 2010.

Michaeline A. Manos
Notary Public

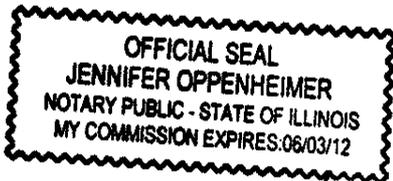
My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that David C. Haver, the President of Optima, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of January, 2010.



Jennifer Oppenheimer
Notary Public

My Commission Expires: 6/3/12

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Avery Jr personally known to me as Manager of Silver Fern, LLC, an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as such Manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his/her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of January, 2010.



Jennifer Oppenheimer

Notary Public

My Commission Expires: 6/3/12

COOK County Clerk's Office

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EXHIBIT A

TRACT 1 (COOK COUNTY, IL):

PARCEL 1: UNITS D, E AND I IN THE 630 VERNON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND: LOT 3 AND PARTS OF LOTS 1, 2 AND 4 (TOGETHER WITH THE EASTERLY HALF OF THE VACATED ALLEY WESTERLY OF AND ADJOINING LOTS 1, 2, 3 AND THE NORTHWESTERLY 10 FEET OF LOT 4) IN BLOCK 24 IN THE VILLAGE OF GLENCOE. A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 3, 1996 AS DOCUMENT NUMBER 96006146 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-31 FOR THE BENEFIT OF UNIT E OF PARCEL 1, A LIMITED COMMON ELEMENT AS SET FORTH IN SAID DECLARATION.

PARCEL 3: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE ROOM #18 FOR THE BENEFIT OF UNIT E OF PARCEL 1, A LIMITED COMMON ELEMENT AS SET FORTH IN SAID DECLARATION.

Address: 630 Vernon Avenue, Glencoe, Illinois

PIN Nos: 05-07-211-035-1022
05-07-211-035-1023
05-07-211-035-1028

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EXHIBIT B

Legal Description

TRACT 2 (MARICOPA COUNTY, AZ):

PARCEL NO. 1:

UNIT 101 (BT), 7137 EAS RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS, AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; ANNEXATION AMENDMENT RECORDED AS 2008-535182 OF OFFICIAL RECORDS AND RE-RECORDED AS 2008-725351 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 2:

UNIT 102 (BT), 7137 EAST RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE

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CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 203 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 366 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2007-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; ANNEXATION AMENDMENT RECORDED AS 2008-535182 OF OFFICIAL RECORDS AND RE-RECORDED AS 2008-725351 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 3:

UNIT NO. 103 (BT) 7147 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL

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RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 4:

UNIT NO. 104 (BT) 7147 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA

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COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 5:

UNIT NO. 105 (BT) 7147 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 6:

UNIT NO. 106 (C) 7137 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE SECOND AMENDED AND

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RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 7:

UNIT NO. 107 (C) 7147 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS

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AND RE- RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 8:

UNIT 108 (C), 7137 EAST RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND

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AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 9:

UNIT 109 (C), 7157 EAST RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-919202 AND RE-RECORDED AS 2008-925093; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2009-814198 OF OFFICIAL RECORDS AND RE-RECORDED AS 2009-1061948 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2009-1061535 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 10:

UNIT 110 (C), 7167, OF EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE

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CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 202 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 366 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 11:

UNIT NO. 111 (C) 7167 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS

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AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-744443 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 12:

UNIT 112 (C), 7161 EAST RANCHO VISTA DRIVE OF OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE- RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF

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OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 13:

UNITS C1, C2, AND C3 OF OPTIMA BILTMORE TOWERS CONDOMINIUM, ACCORDING TO THE PLAT RECORDED AT BOOK 681 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA (AS AMENDED, THE "PLAT") AND THE CONDOMINIUM DECLARATION FOR OPTIMA BILTMORE TOWERS CONDOMINIUM RECORDED MARCH 03, 2004 AS 2004-211773, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR OPTIMA BILTMORE TOWERS CONDOMINIUM RECORDED APRIL 23, 2004 AS 2004-437698 OF OFFICIAL RECORDS AND RE-RECORDED APRIL 26, 2004 AS 2004-441951 OF OFFICIAL RECORDS, SECOND AMENDMENT RECORDED NOVEMBER 09, 2005 AS 2005-1704844 OF OFFICIAL RECORDS, THIRD AMENDMENT RECORDED JUNE 12, 2006 AS 2006-786736 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-896369 OF OFFICIAL RECORDS; PARKING SPACE REALLOCATION NINTH AMENDMENT RECORDED AS 2007-1158718 OF OFFICIAL RECORDS AND TWELFTH AMENDMENT RECORDED AS 2009-075739 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA (AS AMENDED, THE ("DECLARATION")) TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND AS SHOWN ON SAID PLAT.

PARCEL NO. 14:

UNIT 2012, 7151 EAST RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS

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AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 15:

UNIT 2013, 7157 EAST RANCHO VISTA DRIVE, IN OPTIMA CAMELVIEW VILLAGE CONDOMINIUM, ACCORDING TO THE SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR OPTIMA CAMELVIEW VILLAGE CONDOMINIUM RECORDED AS 2006-046948 OF OFFICIAL RECORDS; AMENDED AS 2006-1284006 OF OFFICIAL RECORDS; AMENDED AS 2006-1507346 OF OFFICIAL RECORDS AND AMENDED AS 2007-011479 OF OFFICIAL RECORDS AND PARKING AND STORAGE SPACE REALLOCATION AMENDMENTS RECORDED AS 2007-226812 OF OFFICIAL RECORDS AND AS 2007-226819 OF OFFICIAL RECORDS AND AS 2007-226836 OF OFFICIAL RECORDS AND AS 2007-226849 OF OFFICIAL RECORDS AND AS 2007-226874 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-240264 OF OFFICIAL RECORDS AND AS 2007-240270 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-271464 OF OFFICIAL RECORDS AND RECORDED AS 2007-304302 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-304303 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-487283 OF OFFICIAL RECORDS AND STORAGE SPACE REALLOCATION AMENDMENT RECORDED AS 2007-304325 OF OFFICIAL RECORDS AND ANNEXATION AMENDMENT RECORDED AS 2007-593220 OF OFFICIAL RECORDS AND PARKING SPACE REALLOCATION AMENDMENT RECORDED AS 2007-593143 OF OFFICIAL RECORDS AND RE-RECORDED AS 2007-747150 OF OFFICIAL RECORDS AND AS SET FORTH ON THE SECOND AMENDED AND RESTATED CONDOMINIUM PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 803 OF MAPS, PAGE 35 AND AS AMENDED BY AMENDMENT

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RECORDED IN BOOK 866 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY ARIZONA AND CERTIFICATES OF CHANGE RECORDED AS 2007-429275 OF OFFICIAL RECORDS; RECORDED AS 2007-518010 OF OFFICIAL RECORDS AND AN ANNEXATION AMENDMENT RECORDED AS 2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2008-1053620 OF OFFICIAL RECORDS AND PARKING SPACE, STORAGE SPACE AND TERRACE REALLOCATION AMENDMENT RECORDED AS 2010-012432 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY ARIZONA.

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173-33-891 5
173-33-892 2
173-33-893 0
173-33-894 7
173-33-895 4
173-33-896 1
173-33-897 9
173-33-898 6
173-33-899 3
163-19-336 4
163-19-337 1
163-19-338 9
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173-33-710