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Doc#: 1309422075 Fee: \$80.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/04/2013 01:09 PM Pg: 1 of 22

This Instrument prepared by
and after recording should be
returned to:

James A. Schraidt, Esq.
Scott & Kraus, LLC
150 S. Wacker, Suite 2900
Chicago, Illinois 60606

PINS:

Illinois

05-07-211-035-1022

05-07-211-035-1023

05-07-211-035-1028

Arizona

173-33-888-0

173-33-889-7

173-33-890-8

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

173-33-644-4

173-33-710-1

Common Addresses:

630 Vernon Avenue

Glencoe, IL 60022

7177 E. Rancho Vista, Scottsdale, Arizona

4808 N. 24th Street, Phoenix, Arizona

SECOND MODIFICATION TO LOAN DOCUMENTS

THIS SECOND MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is dated as of March 28, 2013 by and between SILVER FERN, LLC, an Illinois limited liability company (the "Borrower"), whose address is 630 Vernon Avenue, Glencoe, IL 60022 and COLE TAYLOR BANK, an Illinois banking corporation (the "Lender"), whose address is 225 West Washington Street, Ninth Floor, Chicago, Illinois 60606.

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WITNESSETH:

A. Lender made a loan (the "Loan") to Borrower in the original principal amount of \$11,244,000.00.

B. One or more of the Borrower, David C. Hovey, Sr. ("Guarantor"), and Lender heretofore have been parties to the following agreements, documents and instruments evidencing and securing the Loan (collectively, the "Loan Documents"):

1. Promissory Note dated as of August 12, 2008, made by Borrower payable to the order of Lender in the principal amount of \$11,244,000.00, as amended and restated by that certain Amended and Restated Promissory Note dated September 15, 2011 in the amount of \$10,619,446.09 made by Borrower in favor of Lender (the "Note");

2. Loan Agreement dated as of August 12, 2008, by and between Borrower and Lender (the "Loan Agreement");

3. Mortgage ("Mortgage") dated as of August 12, 2008, made by Borrower in favor of Lender and recorded in the office of the Cook County Recorder of Deeds (the "Cook County Recorder's Office") on August 15, 2008, as document no. 0822822021, encumbering the property commonly known as 630 Vernon Avenue, Glencoe, IL 60022 and legally described on Exhibit "A" attached hereto (the "Glencoe Mortgaged Property");

4. Assignment of Leases and Rents dated as of August 12, 2008, made by Borrower in favor of Lender and recorded in the Cook County Recorder's Office on August 15, 2008, as document no 0822822022 encumbering the Glencoe Mortgaged Property;

5. Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Deed of Trust") made by Borrower in favor of Lender and recorded in the office of the Maricopa County Recorder of Deeds (the "Maricopa County Recorder's Office") on August 14, 2008, as document no. 20080709662, encumbering the properties commonly known as 7177 E. Ranchero Vista, Scottsdale, Arizona and 4808 N. 24th Street, Phoenix, Arizona and legally described on Exhibit "B" attached hereto (the "Arizona Mortgaged Property");

6. Assignment of Rents dated as of August 12, 2008, made by Borrower in favor of Lender and recorded in the Maricopa Recorder's Office on August 14, 2008, as document no. 20080709663 encumbering the Arizona Mortgaged Property;

7. Commercial Guaranty dated as of August 12, 2008, made by Guarantor in favor of Lender;

8. Pledge Agreement dated as of August 12, 2008, made by Borrower

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in favor of Lender; and

9. any and all other documents, agreements, Related Documents or instruments executed or delivered at any time in connection with the Loans, each of the foregoing as modified by that certain First Modification to Loan Documents dated September 15, 2011.

C. The parties desire to make certain modifications and amendments to the Loan Documents to, among other things: (i) change the interest rate and payment provisions on the Loan, as evidenced by the Second Amended and Restated Promissory Note, (ii) extend the maturity date of the Loan to September 5, 2018, (iii) enter into a ISDA Master Agreement, Schedule to Master Agreement, Incumbency Certificate and Confirmation in a form acceptable to Lender, (iv) modify the release provisions pertaining to the Subject Property in the Loan Agreement, and (v) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. AGREEMENTS

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Agreement.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Documents.

2. AMENDMENTS TO THE LOAN AGREEMENT

2.1 DEFINITIONS. The following defined term appearing in alphabetical order under Section 1.1, Incorporation and Definitions in the Loan Agreement is hereby deleted in its entirety and restated as follows:

"Maturity Date: September 5, 2018."

2.2 DEFINITIONS. The defined term "Release Price" appearing in alphabetical order under Section 1.1, Incorporation and Definitions in the Loan Agreement is hereby deleted in its entirety.

2.3 SALE OR REFINANCE OF THE SUBJECT PROPERTY. Section 7.2 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

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7.2 Sale or Refinance of the Subject Property. The Borrower may, subject to the provisions hereof, sell or refinance all or any part of the Phoenix Property, the Scottsdale Property, and/or the Glencoe Property, but shall not sell or refinance any or all of such properties thereof without the prior written consent of the Lender. Not later than the time the sale or refinance of all or any portion of the Phoenix Property, Scottsdale Property, and/or all of the Glencoe Property is closed, Borrower will pay or cause to be paid to Lender a sum in cash to pay down the principal portion of the non-swapped portion of the Loan which is equal to the greater of: (i) 100% of the net sale proceeds of any of the Subject Property or (ii) an amount sufficient such that an aggregate Debt Service Coverage Ratio of no less than 1.35x is maintained for the remaining portion of the Subject Property (calculating using a current rent roll and trailing 12 month of operating expenses) or an amount sufficient to maintain the current Debt Service Coverage Ratio for the remaining portion of the Subject Property in the event in cash flow from the Subject Property is generating a Debt Service Coverage Ratio in excess of 1.35x.

2.4 Debt Service Coverage Ratio. A new Section 8.6 is hereby added to the Loan Agreement:

8.6 Debt Service Coverage Ratio. Commencing December 31, 2013 and for each fiscal year thereafter, the Borrower shall maintain a Debt Service Coverage Ratio of not less than 1:20 to 1:00.

3. REPLACEMENT NOTE

Contemporaneously herewith, in order to evidence the modifications to the Loan Documents referenced above, Borrower agrees to execute and deliver to Lender (in a form acceptable to Lender) that certain Second Amended and Restated Promissory Note. This Second Amended and Restated Promissory Note is executed in substitution, renewal, replacement and amendment of (and not in payment of) that certain Amended and Restated Promissory Note dated September 15, 2011, made by Borrower in the maximum principal amount of \$10,619,446.09, as amended, extended or renewed prior to the date hereof (the "Prior Note"). All amounts outstanding under the Prior Note as of the date hereof shall be deemed to be automatically outstanding hereunder. In addition to any new security interests or liens granted or referenced herein or in this Agreement, all security interests granted to Lender to secure the repayment of the Prior Note are not discharged hereby and continue to secure payment hereof.

4. ISDA MASTER AGREEMENT Contemporaneously herewith, in order to evidence the modifications to the Loan Documents referenced above, Borrower further agrees to execute and deliver to Lender (each in a form acceptable to Lender) that certain ISDA Master Agreement, Schedule to Master Agreement, Incumbency, and Confirmation dated as of the date hereof.

5. DOCUMENTS TO REMAIN IN EFFECT; CONFIRMATION OF OBLIGATIONS; REFERENCES

The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. Borrower

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hereby (i) confirms and reaffirms all of its obligations under the Loan Documents, as modified and amended herein; (ii) acknowledges and agrees that the Lender, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents, except as expressly provided herein; (iii) acknowledges and agrees that, except as expressly provided herein, the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that it does not have any defense, set off or counterclaim to the payment or performance of any of its obligations under the Loan Documents, as modified and amended herein. All references in the Loan Documents to any one or more of the Loan Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Organization. Borrower is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and the Loan Documents and to perform and consummate the transactions contemplated hereby and thereby. The Articles of Organization and Operating Agreement, Borrowing Resolutions, and Incumbency Certificate of Borrower has not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. Borrower's state issued organizational identification number is 01487906. The exact legal name of Borrower is as set forth in the preamble of this Agreement, and Borrower currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. Borrower will not change its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization or other legal structure.

6.2 Authorization; No Conflicts. This Agreement has been duly authorized, executed and delivered by Borrower and constitutes a valid and legally binding obligation enforceable against Borrower. The execution and delivery of this Agreement and the Loan Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of organization or operating agreement of Borrower, or any agreement or other instrument to which Borrower is a party, or by which any such party is bound, or to which any of its properties are subject, or any existing law, administrative regulation, court order or consent decree to which any such party is subject.

6.3 Compliance with Loan Documents. The representations and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, Borrower has complied with

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and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

6.4 No Event of Default. As of the date hereof, no Event of Default under the Loan Documents, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.5 No Subordinated Debt Default. As of the date hereof, no default under any of the documents evidencing or securing any subordinated debt, if any, or event or condition which, with the giving of notice or the passage of time, or both, would constitute a default under any of the documents evidencing or securing any subordinated debt, has occurred or is continuing.

6.6 No Litigation. There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Loan Documents, or questioning the validity thereof, or in any way contesting the existence or powers of Borrower, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Loan Documents, or would result in any material adverse change in the financial condition, properties, business or operations of Borrower.

6.7 Recitals. The statements contained in the recitals to this Agreement are true and correct.

6.8 Validity and Binding Effect of Loan Documents. The Loan Documents, as amended hereby, are legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

7. OMNIBUS AMENDMENT Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Agreement without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the term "Loan Documents" shall mean all of the Loan Documents as modified by this Agreement (and any notes, amendments and agreements delivered in connection herewith). Additionally, as used in the other Loan Documents, the term "Loan Documents" shall now be deemed to include this Agreement and any other documents, instruments or agreements executed in connection herewith.

8. RELEASE AND WAIVER Borrower does hereby release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the

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administration of the Loan Documents, all indebtedness, obligations and liabilities of Borrower to Lender and any agreements, documents and instruments relating to the Loan Documents (collectively, the "Claims"), which Borrower now has against Lender or ever had, or which might be asserted by their heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Agreement. Borrower expressly acknowledges and agrees that it has been advised by counsel in connection with this Agreement and that it understands that this Paragraph constitutes a general release of Lender and that it intends to be fully and legally bound by the same.

9. CONDITIONS PRECEDENT This Agreement shall become effective as of the date above first written after receipt by Lender of the following:

9.1 Agreement. This Agreement duly executed by Borrower and Lender.

9.2 Second Amended and Restated Note. The Second Amended and Restated Note duly executed by Borrower.

9.3 ISDA Master Agreement. The ISDA Master Agreement, Schedule, Incumbency Form and Verification Form in a form acceptable to Lender duly executed by Borrower.

9.4 Joinder by Guarantor. The Joinder by Guarantor of even date herewith duly executed by Guarantor in favor of Lender.

9.5 Resolutions. Certified copies from the Manager of Borrower of the resolutions authorizing the execution, delivery and performance of this Agreement and the related loan documents.

9.6 Paydown. Borrower shall pay to Lender not less than \$500,000 on or before the date hereof to be applied to the principal of the Loan.

9.7 Other Documents/Obligations. Such other documents, certificates, resolutions, payments, and/or opinions of counsel as Lender may request or as stated on the Closing Checklist.

10. GENERAL

10.1 Governing Law; Severability. This Agreement shall be construed in accordance with and governed by the laws of Illinois. Wherever possible, any provision in of any of the Loan Documents and this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in any of the Loan Documents and this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Agreement.

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10.2 Successors and Assigns. This Agreement shall be binding upon each of Borrower and Lender and their respective successors and assigns, and shall inure to the benefit of Borrower and Lender and the successors and assigns of Lender.

10.3 Expenses. Borrower shall pay all costs and expenses in connection with the preparation of this Agreement and other related loan documents, including, without limitation, reasonable attorneys' fees. Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

10.5 Jury Waiver. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) 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 (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Modification to Loan Documents as of the date first above written.

BORROWER:

SILVER FERN, LLC, an Illinois limited liability company

By: David C. Hovey, Jr.
Name: David C. Hovey, Jr.
Title: Manager

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By: Adam M. Garrett
Name: ADAM M. GARRETT
Title: Senior Vice President

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Acknowledgement

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that David C. Hovey, Jr., the Manager of SILVER FERN, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacities, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 27 day of March, 2013.



Christina Garay
Notary Public

My Commission Expires: 02/14/2016

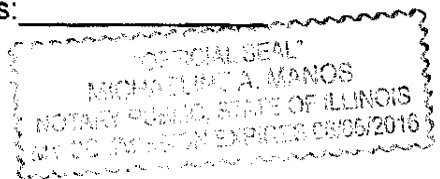
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that ADAM GARRETT of COLE TAYLOR BANK, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such S.V.P., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of March, 2013.

Michaeline A. Manos
Notary Public

My Commission Expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Glencoe, County of Cook, State of Illinois, described as follows:

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.

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EXHIBIT B

LEGAL DESCRIPTION

Real property in the City of Phoenix, County of Maricopa, State of Arizona, described as follows:

PARCEL NO. 1:

UNIT 101 (BT), 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 2007-593120 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, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 2:

UNIT 102 (BT), 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

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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, 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 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

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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, 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 2007-304103 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 2007-747130 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, 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

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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, 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 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

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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, 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 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, RECORDS OF MARICOPA COUNTY ARIZONA.

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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 2007-504325 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 2007-515020 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, 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

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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, RECORDS OF MARICOPA COUNTY ARIZONA.

PARCEL NO. 10:

UNIT 110 (C), 7167, OF EAST RANCH 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

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2008-267800 OF OFFICIAL RECORDS; AND AN ANNEXATION AMENDMENT RECORDED AS 2008-0568173 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 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, 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-

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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, 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 621 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 AND CORRECTION OF SCRIVENER'S ERROR RECORDED AS 2006-1375680 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

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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, 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

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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, RECORDS OF MARICOPA COUNTY ARIZONA.

