

EXHIBIT "A"

*See attached ledger showing attorney time from 05/09/16 to 01/03/17.

03/29/17		CMG	Preparation for and draft proposed judgment, statement of costs and notice of taxation, <u>China Doll</u> fee affidavit, motion for default judgment and supporting documents
04/17-05/17	2.6	CMG	Preparation for and attendance at default judgment hearing. (Estimated).
04/17-05/17		CMG	Mandatory Writ of Special Execution and related documents judgment information sheet.
04/17-05/17		CMG	Prepare and draft Judgment Information Sheet
CMG	2.6 hours at \$300.00/hr.	=	\$780.00
CMG	2.0 hours at \$250.00/hr.	=	\$500.00
SCR	1.6 hours at \$225.00/hr.	=	\$360.00
WWN	1.3 hours at \$250.00/hr.	=	\$325.00
JLP	1.0 hours at \$125.00/hr.	=	\$125.00

Flat rates billed for the following items at the enumerated rates:

a) Summons and Complaint \$700.00 (CMG)

b) Application for Default \$100.00 (CMG)

c) Stipulation to Judgment \$375.00 (SCR)

d) Default Judgment \$425.00 (CMG)

e) Writ of Execution \$400.00 (CMG)

f) Judgment Information Sheet \$100.00 (CMG)

TOTAL AMOUNT DUE: \$4,190.00

Maxwell & Morgan, P.C.
Pierpont Commerce Center
4854 E. Baseline Rd., Ste. 104
Mesa, AZ 85206

Date: 3/28/2017

History Bill

Date	Staff	T/E	Description	Dur/Qty	Amount
			Laveen Meadows	Client No.	4107
			Mejia, Carlos/Partida-Munoz, Mayra	File No.	4107.054
(2063) adv. Laveen Meadows					
5/09/2016	CMG	T	Review file and evaluate status; draft correspondence to title company to request endorsement to litigation guarantee; review responsive correspondence with endorsement enclosed calculate amounts in preparation for and draft foreclosure complaint, summons, certificate of arbitration, notice of lis pendens and accompanying documents		\$700.00
5/12/2016	JLP	T	Research and review file in preparation for in-office conference with defendant regarding service of lawsuit; he stated that he would like to propose a payment plan; invite him to provide his proposal in writing; he was unable to do so as he cannot read or write; request for current payoff to be sent via mail to: _____ in response he will forward a payment proposal to our office; forward for preparation of lien foreclosure payoff.	0	\$0.00
6/01/2016	JLP	T	Review file in preparation of advance drafting of lien foreclosure payoff letter; obtained current ledger and requested documents from prior counsel; updated Rule 1006 Account Summary; forward to attorney; memorandum to file	1	\$125.00
6/02/2016	CMG	T	Review file; calculate balance currently due and owing; preparation for and draft correspondence to defendant advising of balance due and owing; forward for transmission to defendant; memorandum to file.	0.7	\$175.00
6/07/2016	SCR	T	Receive payment proposal from defendant Carlos Mejia to pay \$300 per month. Forward same to association for consideration.	0.5	\$112.50
6/17/2016	WWN	T	Review correspondence from counsel for defendant IRS proposing disclaimer of interest and dismissal of case; review file and draft correspondence to counsel agreeing to same; memorandum to file	0.2	\$50.00
6/27/2016	WWN	T	Exchange correspondence with counsel for IRS regarding disclaimer of interest and dismissal; memorandum to file	0.1	\$25.00
7/07/2016	WWN	T	Receive and review disclaimer of interest from attorney for State of Arizona; forward file to prepare notice of dismissal as to this defendant only; memorandum to file	0.1	\$25.00
7/11/2016	WWN	T	Draft Notice of Dismissal of Defendant State of Arizona with attached disclaimer of interest;	0.3	\$75.00
7/25/2016	SCR	T	Receive associaiton response on payment proposal/settlement offer. Forward same to defendants.	0.3	\$67.50
7/26/2016	SCR	T	Receive additional payment proposal from Carlos Mejia to pay \$4,000 down and \$300 per month. Forward same to association for consideration.	0.3	\$67.50

Maxwell & Morgan, P.C.
Pierpont Commerce Center
4854 E. Baseline Rd., Ste. 104
Mesa, AZ 85206

Date: 3/28/2017

History Bill

<u>Date</u>	<u>Staff</u>	<u>T/E</u>	<u>Description</u>	<u>Dur/Qty</u>	<u>Amount</u>
7/28/2016	CMG	T	Review correspondence from attorney for Defendant IRS regarding disclaimer of interest; review file; preparation for and draft responsive correspondence to Defendant IRS regarding the same; memorandum to file.	0.2	\$50.00
7/29/2016	WWN	T	Exchange correspondence with counsel for defendant IRS with attached disclaimer of interest; forward file to prepare notice of dismissal of IRS to be filed with disclaimer; memorandum to file	0.2	\$50.00
8/15/2016	WWN	T	Preparation for and draft notice of dismissal of defendant IRS with attached disclaimer of interest as exhibit;	0.4	\$100.00
8/22/2016	CMG	T	Review correspondence from Defendant IRS regarding Notice of Dismissal filed; draft responsive correspondence to Defendant IRS; preparation for and draft Amended Notice of Dismissal and forward for filing with the Court; memorandum to file.	0.4	\$100.00
8/25/2016	SCR	T	Receive phone call from defendant requesting status of payment proposal. Notify defendant that the board will make a determination at their Sept. 13, 2016 board meeting.	0.2	\$45.00
9/08/2016	CMG	T	Review correspondence from attorney for Defendant IRS regarding dismissal; review file; preparation for and draft responsive correspondence to attorney for Defendant IRS; memorandum to file.	0.1	\$25.00
9/27/2016	SCR	T	Review file. Board was to meet in September to review the payment proposal. Request status update from manager.	0.1	\$22.50
9/28/2016	SCR	T	Review board response approving defendants' payment proposal. Forward file for preparation of stipulation to judgment.	0.2	\$45.00
10/05/2016	CMG	T	Review correspondence from attorney for Defendant IRS requesting amended Notice of Dismissal be drafted; draft Amended Notice of Dismissal and forward the same for filing with the Court; memorandum to file.	0.4	\$100.00
10/06/2016	SCR	T	Preparation for and draft proposed form of stipulation to judgment and order thereon pursuant to terms agreed to by defendant; forward same to defendant with correspondence requesting return of the same		\$375.00
12/08/2016	CMG	T	Draft application for entry of default and accompanying affidavit		\$100.00
1/03/2017	CMG	T	Review file (no further communication received from defendant); forward file for preparation of judgment documents; memorandum to file.	0.2	\$50.00
				Subtotal	\$2,485.00
5/11/2016	AP	E	Filing Fee	1	\$319.00
5/11/2016	AP	E	Cash Advance	1	\$10.00
5/18/2016	AP	E	Lis Pendens	1	\$9.00

Maxwell & Morgan, P.C.
Pierpont Commerce Center
4854 E. Baseline Rd., Ste. 104
Mesa, AZ 85206

Date: 3/28/2017

History Bill

Date	Staff	T/E	Description	Dur/Qty	Amount
5/20/2016	AP	E	Service of Summons & Complaint re: Carlos Mejia	1	\$98.00
5/20/2016	AP	E	Service of Summons & Complaint re: State of AZ	1	\$81.65
5/20/2016	AP	E	Service of Summons & Complaint re: USA	1	\$50.00
5/20/2016	AP	E	Out of State Service of Summons & Complaint re: US Immigration	1	\$120.00
5/25/2016	ESS	E	Out of State Service of Summons & Complaint re: USA	1	\$65.00
5/25/2016	ESS	E	Service of Summons & Complaint re: USA/IRS	1	\$65.00
6/16/2016	ESS	E	Out of State Service of Summons & Complaint re: Lexington National	1	\$130.00
7/13/2016	GES	E	Electronic Filing Fee	1	\$6.00
8/22/2016	GES	E	Electronic Filing Fee	1	\$6.00
10/06/2016	GES	E	Electronic Filing Fee	1	\$6.00
12/08/2016	GES	E	Electronic Filing Fee	1	\$6.00
12/08/2016	GES	E	Electronic Filing Fee	1	\$6.00
12/31/2016	CMP	E	Postage	3	\$1.41
				Subtotal	18.00
				Total	\$3,464.06
				Total Time and Expenses	\$3,464.06

Exhibit B

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040437118 04/23/2004 11:32
3219-71-1-1-
ELECTRONIC RECORDING

When Recorded Return To:

Standard Pacific of Arizona, Inc.
6710 N. Scottsdale Road
Suite 150
Scottsdale, AZ 85253
Attn: Connie Dean

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAVEEN MEADOWS**

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAVEEN MEADOWS

This Declaration of Covenants, Conditions and Restrictions is made as of the 19th day of April, 2004 by Standard Pacific of Arizona, Inc., a Delaware corporation ("StanPac"), Elliott Homes, Inc., an Arizona corporation ("Elliott") and Taylor Woodrow/Arizona, Inc., an Arizona corporation ("Taylor/Woodrow"), collectively "Co-Declarants" and individually a "Co-Declarant," with reference to the following:

A. As of the date hereof, Co-Declarants are the owners of fee title to the Property.

B. Co-Declarants intend by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the Property. Co-Declarants desire to provide a flexible (yet common) and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property.

NOW, THEREFORE, Co-Declarants hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property now and hereafter subjected to this Declaration and which shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of all or any part thereof.

ARTICLE 1

DEFINITIONS

Except as otherwise expressly provided in this Declaration, the following terms shall, for purposes of this Declaration, have the meanings set forth below:

1.1 "Annexable Property" means all real property which is described on Exhibit B hereto.

1.2 "Annual Assessments" means the Assessments levied pursuant to Article 8.

1.3 "Architectural Committee" means the committee established pursuant to Article 9.

1.4 "Architectural Committee Rules" means the rules and guidelines adopted by the Architectural Committee pursuant to Section 9.2, as amended or supplemented from time to time.

1.5 "Articles" means the articles of incorporation of the Association, as amended from time to time.

1.6 "Assessments" means the Annual Assessments, the Special Assessments and any other amounts declared by this Declaration to be a part of the Assessments or declared by this Declaration to be secured by the lien created under Section 8.3.

1.7 "Association" means Laveen Meadows Homeowners' Association, Inc., an Arizona nonprofit corporation, and its successors and assigns.

1.8 "Association Rules" means the rules and regulations adopted by the Association pursuant to Section 7.3, as amended from time to time.

1.9 "Board" means the board of directors of the Association.

1.10 "Bylaws" means the bylaws of the Association, as amended from time to time.

1.11 "Common Area" means all real property (including the improvements thereon, all easements and licenses, all other real property interests, and all personal property and facilities) owned, managed or maintained by the Association for the common use and enjoyment of the Owners.

1.12 "Co-Declarants" mean StanPac, Elliott and Taylor Woodrow, and their successors and any Person to whom they may expressly assign any or all of their rights under this Declaration.

1.13 "Co-Declarant Affiliate" means any Person directly or indirectly controlling, controlled by or under common control with any Co-Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which any Co-Declarant (or another co-Declarant Affiliate) is a general partner, managing member or controlling shareholder.

1.14 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.15 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Laveen Meadows, as amended from time to time.

1.16 "Designated Builder" means any Person other than Co-Declarants who (i) is engaged in the business of construction and selling residences in the Property to the public, (ii) has acquired one or more Lots in connection with and in the course of such business, and (iii) is designated by Co-Declarants by written notice to the Association as having any of the special rights, privileges or immunities of Co-Declarants under this Declaration.

1.17 "Dwelling Unit" means any building or part thereof situated upon a Lot and intended for use and occupancy as a residence by a Single Family.

1.18 "First Mortgage" means a Mortgage Recorded against a Lot which has priority over all other Mortgages Recorded against that Lot.

effective unless they have been approved in advance by the Board and they specify that such governing documents, such Parcel or portion thereof, or group of Lots, the Subsidiary Association, and the Subsidiary Association's members are subject and subordinate to this Declaration and the Articles, Bylaws, and other Property Documents unless, in the Board's sole discretion, either: (a) they are inconsistent or in conflict with this Declaration and any other Property Documents; or (b) they fail to contain the specification required by the preceding sentence.

ARTICLE 8

ASSESSMENTS

8.1 Creation of Assessment Right. In order to provide funds to enable the Association to meet its financial and other obligations and to create and maintain appropriate reserves, there is hereby created a right of assessment exercisable on behalf of the Association by the Board. Annual Assessments and Special Assessments shall be for Common Expenses and shall be allocated equally among all Lots, subject to the provisions of this Article 8.

8.2 Covenants with Respect to Assessments. Each Owner, by acceptance of his, her or its deed (or other conveyance instrument) with respect to a Lot, is deemed to covenant and agree to pay the Assessments levied pursuant to this Declaration with respect to such Owner's Lot, together with: (a) interest from the date due at a rate equal to the greater of: (i) ten percent (10%) per annum; or (ii) the annual rate of interest, if any, then in effect for new first priority single family residential mortgage loans guaranteed by the Veterans Administration; (b) such late fees as may be established from time to time by the Board; and (c) such costs and reasonable attorneys' fees, costs and other litigation fees and costs as may be incurred by the Association in seeking to collect such Assessments. Each of the Assessments with respect to a Lot, together with interest, late fees, costs and reasonable attorneys' fees, costs and other litigation fees and costs as provided in this Section 8.2, shall also be the personal obligation of the Person who or which was the Owner of such Lot at the time such Assessment arose with respect to such Lot, provided, however, that the personal obligation for delinquent Assessments shall not pass to a successor in title of such Owner unless expressly assumed by such successor (unless title is transferred to one or more such successors for purposes of avoiding payment of any Assessments or is transferred to a Person controlling, controlled by or under common control with the Owner transferring title). No Owner shall be relieved of his, her or its obligation to pay any of the Assessments (or any other amounts owing by such Owner to the Association hereunder, all of which shall be deemed a part of the Assessments) by abandoning or not using his, her or its Lot or the Common Area, or by leasing or otherwise transferring occupancy rights with respect to his, her or its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot, as evidenced by a Recorded instrument, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or setoff shall be claimed or allowed by reason of the alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, the Articles or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance

were paid by check and the bank or other institution upon which such check is drawn thereafter dishonors and refuses to pay such check, those Assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date such Assessments were originally due). As provided in Section 8.2, the Board shall have the right to establish from time to time, in its reasonable discretion, late fees which may be charged in the event Assessments or other amounts payable to the Association are not paid on or before the applicable due dates, and may, at its election, provide grace period(s) following the applicable due date(s) before such late fees begin to accrue.

8.7 Maximum Annual Assessment. The Annual Assessments provided for herein shall not at any time exceed the Maximum Annual Assessment, as determined in accordance with this Section 8.7. For the fiscal year ending December 31, 2004, the Maximum Annual Assessment shall be Five Hundred Dollars (\$500.00) for each Lot. Thereafter, unless a greater increase is approved by the affirmative vote of sixty-seven percent (67%) of the votes of each class of Members represented in person or by valid proxy at a meeting of Members duly called for such purpose, the Maximum Annual Assessment for any fiscal year shall be equal to the Maximum Annual Assessment for the immediately preceding fiscal year increased at a rate equal to the greater of: (a) the percentage increase for the applicable fiscal year over the immediately preceding fiscal year in the Consumer Price Index, All Urban Consumers (All Items) (1982-1984 Average = 100 Base) published by the Bureau of Labor Statistics of the U.S. Department of Labor (or its successor governmental agency), or, if such index is no longer published by said Bureau or successor agency, then the index most similar in composition to such index; or (b) ten percent (10%). Notwithstanding the foregoing, the Board may, without the approval of the Members, increase the Maximum Annual Assessment for any fiscal year by an amount sufficient to permit the Board to meet any increases over the preceding fiscal year in: (i) premiums for any insurance coverage required by the Declaration to be maintained by the Association; or (ii) charges for utility services necessary to the Association's performance of its obligations under this Declaration, in either case (i) or (ii) notwithstanding the fact that the resulting increase in the Maximum Annual Assessment is at a rate greater than otherwise permitted under the preceding sentence. Nothing herein shall obligate the Board to levy, in any fiscal year, Annual Assessments in the full amount of the Maximum Annual Assessment for such fiscal year, and the election by the Board not to levy Annual Assessments in the full amount of the Maximum Annual Assessments for any fiscal year shall not prevent the Board from levying Annual Assessments in subsequent fiscal years in the full amount of the Maximum Annual Assessment for such subsequent fiscal year (as determined in accordance with this Section 8.7). In the event that, for any fiscal year, the Board elects to levy an Annual Assessment at less than the full amount of the Maximum Annual Assessment for such fiscal year, the Board may, if in its reasonable discretion circumstances so warrant, subsequently levy a supplemental Annual Assessment during said fiscal year so long as the total of the Annual Assessments levied during said fiscal year does not exceed the Maximum Annual Assessment for such fiscal year.

8.8 Notice and Quorum for Meetings to Consider Special Assessments and Certain Increases in Annual Assessments. Notwithstanding any other provision hereof or of the other Property Documents, written notice of any meeting called for the purpose of: (a) approving the establishment of any Special Assessment, as required by Section 8.9 hereof; or (b) approving any increase in the Maximum Annual Assessment greater than that permitted by application of the formula as set forth in Section 8.7, shall be sent to all Members not less than thirty (30) days nor

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first set forth above.

CO-DECLARANT:

STANDARD PACIFIC OF ARIZONA, INC., a Delaware corporation

By: *Carol Grumley*
 Its: Carol Grumley
Vice President

By: *Bruce Schroeder*
 Its: Bruce Schroeder
Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of April, 2004, before me, the undersigned officer, personally appeared Carol Grumley, who acknowledged himself/herself to be Vice President of Standard Pacific of Arizona, Inc., a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such by himself/herself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie S. Dean
Notary Public

My commission expires: 11-08-06

