

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

FEDERAL HOUSING FINANCE  
AGENCY, in its capacity as Conservator for  
the Federal National Mortgage Association,  
and FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Appellants,

vs.

WESTLAND LIBERTY VILLAGE, LLC,  
a Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC a  
Nevada Limited Liability Company,

Respondents.

Electronically Filed  
Dec 07 2021 04:38 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
Case No. 83695

**APPEAL**

From the Eighth Judicial District Court  
The Honorable Kerry Earley and Mark Denton, District Court Judges  
Case No. A-20-819412-C

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**APPELLANTS' APPENDIX VOLUME VII**

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DATED: December 7, 2021

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## CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On December 7, 2021, I caused to be served a true and correct copy of the foregoing **APPELLANTS' APPENDIX VOLUME VII** upon the following by the method indicated:

- ☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.
- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.
- ☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below:

/s/ Maricris Williams

An Employee of SNELL & WILMER L.L.P.

Unit 2022

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No	1		Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$425.00</b>	Quick turn		
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Unit 2027

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No	1		Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$5,935.00</b>			
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Unit 2028

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2041

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace	1	\$120.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,770.00</b>			
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## Unit 2042

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$100.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,795.00</b>			
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## Unit 2045

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,485.00</b>			
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## Unit 2046

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,560.00</b>			
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## Unit 2047

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes	1	\$75.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,535.00</b>			
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## Unit 2050

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,410.00</b>			

## Unit 2052

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,810.00</b>			
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## Unit 2055

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,010.00</b>			
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## Unit 2057

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,935.00</b>			
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## Unit 2058

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required	1	\$100.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes	1	\$75.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,535.00</b>			
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## Unit 2059

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,410.00</b>			
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## Unit 2061

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,510.00</b>			
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## Unit 2062

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	2	\$800.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$5,635.00</b>			
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## Unit 2063

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,610.00</b>			

## Unit 2064

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace	1	\$120.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	2	\$2,400.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	2	\$800.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$7,180.00</b>			
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## Unit 2066

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,310.00</b>			
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## Unit 2068

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,075.00</b>			
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## Unit 2069

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing	1	\$1,000.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,710.00</b>			
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## Unit 2070

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,335.00</b>			
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## Unit 2076

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,585.00</b>			
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Unit 2077

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$2,860.00</b>			
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Unit 2079

4 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$2,015.00</b>			
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Unit 2081

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No	1		Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount	Minor	\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$2,500.00</b>			
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Unit 2083

2 Overall Fannie Mae Rating

3.00

**Interiors**

<b>Front Door</b>			<b>Washer/Dryer</b>		
	Quantity			Quantity	
Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		
No	1		Replace		\$0.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace		\$0.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing		\$0.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No	1	
<b>Vent Hood</b>			<b>Pests</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No	1	
<b>Dishwasher</b>			<b>Other</b>		
Missing		\$0.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes			Yes		
No	1		No	1	
<b>Total</b>		<b>\$1,200.00</b>			

Unit 2085

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

**Total****\$0.00**



Unit 2087

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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Unit 2089

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$1,225.00</b>			
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Unit 2090

2 Overall Fannie Mae Rating

3.00

**Interiors**

<b>Front Door</b>			<b>Washer/Dryer</b>		
	Quantity			Quantity	
Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace		\$0.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing		\$0.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	
<b>Vent Hood</b>			<b>Pests</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No	1	
<b>Dishwasher</b>			<b>Other</b>		
Missing		\$0.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes			Yes		
No	1		No	1	
	<b>Total</b>	<b>\$1,400.00</b>			

Unit 2092

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		

	<b>Total</b>	<b>\$200.00</b>	Rent ready except for paint touch up		
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Unit 2093

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$1,350.00</b>			
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## Unit 2097

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	2	\$350.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair	1	\$75.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,330.00</b>			
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Unit 2099

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	2	\$350.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,310.00</b>	Repair sub floor at dining room		
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Unit 2101

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2102

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,905.00</b>			
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## Unit 2104

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$8,185.00</b>			
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## Unit 2105

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair	1	\$75.00	Missing		\$0.00
Replace		\$0.00	Repair	1	

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$5,930.00</b>			
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## Unit 2108

## 3 Overall Fannie Mae Rating

**Interiors**

<b>Front Door</b>			<b>Washer/Dryer</b>		
Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required	1	\$100.00	Repair	1	\$175.00
Clean			Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace	1	\$300.00	Missing	1	\$450.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing	1	\$1,600.00
Replace	1	\$125.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing	1	\$500.00	Missing	1	\$50.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing	1	\$375.00	Yes		\$0.00
Repair			No		
<b>Vent Hood</b>			<b>Pests</b>		
Missing	1	\$145.00	Yes		\$0.00
Repair			No		
<b>Dishwasher</b>			<b>Other</b>		
Missing	1	\$315.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes			Yes		
No			No		
	<b>Total</b>	<b>\$7,830.00</b>	replace registers		

## Unit 2111

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing	1	\$1,000.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,855.00</b>			
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## Unit 2113

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,935.00</b>	repair patio subfloor		

## Unit 2117

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace	1	\$120.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$5,480.00</b>			
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## Unit 2120

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace	2	\$250.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,960.00</b>			
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## Unit 2121

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		

**Trash Out****Kitchen Cabinets**

Required	1	\$100.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,260.00</b>			
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## Unit 2125

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,555.00</b>			
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## Unit 2126

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace	2	\$250.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$500.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,490.00</b>	subfloor repair @ master doorway replace slider door		
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Unit 2127

2 Overall Fannie Mae Rating

5.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes	1	\$3,000.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes	1	
No			No		

	<b>Total</b>	<b>\$11,530.00</b>	mold master bedroom ceiling leak in LR		
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## Unit 2129

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,110.00</b>			
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## Unit 2130

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,615.00</b>			
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## Unit 2132

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	2	\$200.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount	Hole at front door	\$500.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$6,395.00</b>			
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Unit 2135

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean	1	

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace	1	\$400.00

**Final Clean**

Yes	1	\$200.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing		\$0.00
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**Range**

Missing	1	\$375.00
Repair		

**Mold**

Yes		\$0.00
No	1	

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No	1	

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No	1	

**Down?**

Yes		
No	1	

**Total****\$2,600.00**



Unit 2136

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$1,500.00</b>			
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Unit 2137

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace	1	\$120.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace	2	\$800.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$2,845.00</b>			
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## Unit 2149

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace	1	\$350.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace	1	\$400.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace	1	\$125.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing		\$0.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No	1	

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No	1	

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No	1	

**Down?**

Yes		
No	1	

	<b>Total</b>	<b>\$2,675.00</b>
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Unit 2150

4 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace	1	\$350.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace	1	\$1,500.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace	1	\$120.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair	1	\$1,200.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace	1	\$400.00

**Final Clean**

Yes		\$0.00
No	1	

**Toilet**

Repair		\$0.00
Replace	2	\$400.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace	1	\$125.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing	1	\$500.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing	1	\$375.00
Repair		

**Mold**

Yes		\$0.00
No	1	

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No	1	

**Dishwasher**

Missing	1	\$315.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No	1	

**Down?**

Yes		
No	1	

	<b>Total</b>	<b>\$6,960.00</b>	1.5 week turn		
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Unit 2151

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean	1		Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$4,275.00</b>			
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Unit 2155

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

Repair	1	\$50.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace	1	\$1,500.00

**Carpet**

Requires Cleaning		\$0.00
Replace		\$0.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair	1	\$1,200.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace	1	\$400.00

**Final Clean**

Yes	1	\$200.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair	1	\$75.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing	1	\$500.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing	1	\$375.00
Repair		

**Mold**

Yes		\$0.00
No	1	

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No	1	

**Dishwasher**

Missing	1	\$315.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No	1	

**Down?**

Yes		
No	1	

	<b>Total</b>	<b>\$5,465.00</b>	Turn in process		
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Unit 2156

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$875.00</b>	<b>Need GFCI in bathroom</b>		
			<b>Turn in process</b>		

## Unit 2158

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	2	\$250.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No		

	<b>Total</b>	<b>\$4,525.00</b>		Repaint kitchen cabinets Replace countertop in kitchen	
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## Unit 2159

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair	1	\$600.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair	2	\$150.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$4,625.00</b>			
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## Unit 2161

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	2	\$350.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	6	\$750.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$1,200.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$7,065.00</b>		Pigeons on balcony and closet	
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## Unit 2162

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	3	\$900.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair	1	\$75.00	Missing	1	\$1,600.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No		

	<b>Total</b>	<b>\$6,625.00</b>			
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Unit 2163

3 Overall Fannie Mae Rating

5.00

Interiors

Front Door			Washer/Dryer		
	Quantity			Quantity	
Repair		\$0.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		
Trash Out			Kitchen Cabinets		
Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00
Carpet			Sink		
Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			
Vinyl			Tub/Surround		
Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		
Paint			Bath Vanity/Countertop		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00
Final Clean			Toilet		
Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00
Window Coverings			Water Heater		
Replace	1	\$300.00	Missing		\$0.00
			Repair		
Interior Doors			HVAC		
Repair		\$0.00	Missing	1	\$1,600.00
Replace	6	\$750.00	Repair		
Drywall Damage			Electric Fixtures		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
Refrigerator			Smoke/CO Detectors		
Missing		\$0.00	Missing	1	\$50.00
Repair					
Range			Mold		
Missing	1	\$375.00	Yes	1	\$3,000.00
Repair			No		
Vent Hood			Pests		
Missing	1	\$145.00	Yes		\$0.00
Repair			No	1	
Dishwasher			Other		
Missing	1	\$315.00			\$0.00
Repair					
Rent Ready?			Down?		
Yes			Yes	1	
No			No		
	<b>Total</b>	<b>\$12,580.00</b>	Patio door doesn't close Replace tub master/kitchen tops	Fire in kitchen Mold in hallway	

## Unit 2164

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	5	\$1,500.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$4,775.00</b>		Pigeons on patio leaking gas smell	
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## Unit 2165

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	2	\$800.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes	1	\$3,000.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes	1	
No	1		No		

	<b>Total</b>	<b>\$8,830.00</b>	<b>mold at corner of hallway</b>	Possible fire damage floors are water damaged in baths	
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Unit 2166

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2167

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair	2	\$1,200.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	2	\$600.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No	1	

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No	1	

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No	1	

	<b>Total</b>	<b>\$5,100.00</b>		door to water heater does not close resurface kitchen top	
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## Unit 2182

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required	1	\$100.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair	1	\$1,200.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair	1	\$100.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace	2	\$400.00

**Window Coverings**

Replace	3	\$900.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair	1	\$75.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing	1	\$375.00
Repair		

**Mold**

Yes	1	\$3,000.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing	1	\$315.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$8,315.00</b>			
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## Unit 2183

## 2 Overall Fannie Mae Rating

**Interiors**

<b>Front Door</b>			<b>Washer/Dryer</b>		
Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		
No			Replace	2	\$400.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace	3	\$900.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing	1	\$50.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing	1	\$375.00	Yes		\$0.00
Repair			No		
<b>Vent Hood</b>			<b>Pests</b>		
Missing	1	\$145.00	Yes		\$0.00
Repair			No		
<b>Dishwasher</b>			<b>Other</b>		
Missing	1	\$315.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes			Yes		
No			No		
<b>Total</b>		<b>\$5,935.00</b>			

Unit 2184

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

**Total****\$2,550.00**

master bath-water running in tub  
need to replace sub floor/vinyl in hall bath

## Unit 2187

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,690.00</b>			
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## Unit 2188

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair	1	\$75.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,505.00</b>			
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Unit 2189

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	2	\$2,400.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace	2	\$250.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$9,015.00</b>			
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## Unit 2192

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair	1	\$75.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing	1	\$1,000.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No		

	<b>Total</b>	<b>\$8,245.00</b>			
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## Unit 2193

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$8,635.00</b>	replace medicine cabinet and broken mirror in master		
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## Unit 2195

## 2 Overall Fannie Mae Rating

Interiors

Front Door			Washer/Dryer		
Repair		\$0.00	Repair		\$0.00
Replace	1	\$350.00	Replace		
Trash Out			Kitchen Cabinets		
Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00
Carpet			Sink		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			
Vinyl			Tub/Surround		
Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		
Paint			Bath Vanity/Countertop		
Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace		\$0.00
Final Clean			Toilet		
Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00
Window Coverings			Water Heater		
Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		
Interior Doors			HVAC		
Repair		\$0.00	Missing	1	\$1,600.00
Replace	4	\$500.00	Repair		
Drywall Damage			Electric Fixtures		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
Refrigerator			Smoke/CO Detectors		
Missing	1	\$500.00	Missing	1	\$50.00
Repair					
Range			Mold		
Missing	1	\$375.00	Yes		\$0.00
Repair			No		
Vent Hood			Pests		
Missing	1	\$145.00	Yes		\$0.00
Repair			No		
Dishwasher			Other		
Missing	1	\$315.00			\$0.00
Repair					
Rent Ready?			Down?		
Yes			Yes	1	
No			No		
	<b>Total</b>	<b>\$8,785.00</b>		replace sub floor in master bath & master bedroom and hallway	

Unit 2198

2 Overall Fannie Mae Rating

4.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace	1	\$400.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	6	\$1,800.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes	1	
No			No		

	<b>Total</b>	<b>\$8,355.00</b>	subfloor repair hall bath need subfloor repair at utility closet		
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## Unit 2199

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	2	\$400.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No		

	<b>Total</b>	<b>\$5,755.00</b>	broken windows in master need new subfloor in hall bath		
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## Unit 2203

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,675.00</b>			
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## Unit 2207

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,525.00</b>			
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## Unit 2208

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,120.00</b>			
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## Unit 2211

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,575.00</b>			
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## Unit 2217

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,675.00</b>			
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## Unit 2221

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,675.00</b>			
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## Unit 2222

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00	Water leak		\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,850.00</b>			
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Unit 2223

Rent Ready

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2228

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$3,450.00</b>			
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## Unit 2229

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$150.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,825.00</b>			
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## Unit 2231

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,175.00</b>			
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## Unit 2234

## 2 Overall Fannie Mae Rating

**Interiors**

Front Door		Quantity	Washer/Dryer		Quantity
Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace		\$0.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing	1	\$50.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Vent Hood</b>			<b>Pests</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Dishwasher</b>			<b>Other</b>		
Missing		\$0.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes	1		Yes		
No			No		
<b>Total</b>		<b>\$50.00</b>			

## Unit 2235

## 2 Overall Fannie Mae Rating

**Interiors**

Front Door		Quantity	Washer/Dryer		Quantity
Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace		\$0.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing		\$0.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Vent Hood</b>			<b>Pests</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Dishwasher</b>			<b>Other</b>		
Missing		\$0.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes	1		Yes		
No			No		
<b>Total</b>		<b>\$0.00</b>			



Unit 2237

No Access

2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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Unit 2238

Rent Ready

2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2240

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair	1	

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		

	<b>Total</b>	<b>\$50.00</b>			
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## Unit 2241

## 2 Overall Fannie Mae Rating

3 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,075.00</b>			
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## Unit 2243

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,750.00</b>			
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## Unit 2244

## 2 Overall Fannie Mae Rating

3 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,190.00</b>			
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## Unit 2245

## 2 Overall Fannie Mae Rating

3 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,800.00</b>			
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## Unit 2249

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,825.00</b>			
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## Unit 2250

## 4 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$50.00</b>			
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## Unit 2251

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,175.00</b>			
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## Unit 2262

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,075.00</b>			
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## Unit 2263

## 3 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	2	\$100.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,550.00</b>			
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## Unit 2264

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair	1	

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2266

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,000.00</b>			
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## Unit 2268

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2269

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,850.00</b>			
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Unit 2270

Rent Ready

2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		

	<b>Total</b>	<b>\$50.00</b>			
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## Unit 2271

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$250.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00	Hole in bathroom ceiling		\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,100.00</b>			
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## Unit 2272

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2273

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,800.00</b>			
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## Unit 2274

## 2 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$250.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00	Hole in bathroom ceiling		\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,750.00</b>			
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## Unit 2275

## 4 Overall Fannie Mae Rating

2 bed 2 bath

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,640.00</b>			
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## Unit 2277

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,675.00</b>			
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Unit 2278

No Access

2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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Unit 2285

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing	1	\$145.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

**Total****\$1,845.00**

Unit 2287

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	3	\$300.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	3	\$900.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	2	\$250.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$150.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$4,350.00</b>			
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Unit 2290

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	4	\$700.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair	1	\$1,200.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	4	\$400.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace	1	\$300.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$4,850.00</b>			
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Unit 2292

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$3,800.00</b>			
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Unit 2294

2 Overall Fannie Mae Rating

3.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	3	\$300.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace	1	\$125.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$2,300.00</b>			
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Unit 2295

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$50.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$1,200.00</b>			
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Unit 2296

2 Overall Fannie Mae Rating

2.00

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair	2	\$200.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No	1	

	<b>Total</b>	<b>\$675.00</b>			
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## Unit 2297

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$450.00</b>			
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## Unit 2298

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$825.00</b>			
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## Unit 2299

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,950.00</b>			
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## Unit 2301

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,150.00</b>			
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## Unit 2304

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,450.00</b>			
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## Unit 2305

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean	1		Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,050.00</b>			
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**Unit 2306**
**2 Overall Fannie Mae Rating**
**Interiors**

<b>Front Door</b>			<b>Washer/Dryer</b>		
Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Trash Out</b>			<b>Kitchen Cabinets</b>		
Required		\$0.00	Repair	1	\$175.00
Clean	1		Replace		\$0.00
<b>Carpet</b>			<b>Sink</b>		
Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			
<b>Vinyl</b>			<b>Tub/Surround</b>		
Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		
<b>Paint</b>			<b>Bath Vanity/Countertop</b>		
Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00
<b>Final Clean</b>			<b>Toilet</b>		
Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00
<b>Window Coverings</b>			<b>Water Heater</b>		
Replace		\$0.00	Missing		\$0.00
			Repair		
<b>Interior Doors</b>			<b>HVAC</b>		
Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		
<b>Drywall Damage</b>			<b>Electric Fixtures</b>		
Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00
<b>Refrigerator</b>			<b>Smoke/CO Detectors</b>		
Missing		\$0.00	Missing	1	\$50.00
Repair					
<b>Range</b>			<b>Mold</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Vent Hood</b>			<b>Pests</b>		
Missing		\$0.00	Yes		\$0.00
Repair			No		
<b>Dishwasher</b>			<b>Other</b>		
Missing		\$0.00			\$0.00
Repair					
<b>Rent Ready?</b>			<b>Down?</b>		
Yes			Yes		
No			No		
	<b>Total</b>	<b>\$825.00</b>			

## Unit 2313

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No	1		No		

	<b>Total</b>	<b>\$475.00</b>			
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## Unit 2316

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required	1	\$100.00	Repair		\$0.00
Clean			Replace	1	\$1,500.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace	1	\$120.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing	1	\$315.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes	1	
No	1		No		

	<b>Total</b>	<b>\$4,135.00</b>			
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## Unit 2321

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,875.00</b>			
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## Unit 2322

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes	1	\$200.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,350.00</b>			
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## Unit 2323

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required	1	\$100.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,250.00</b>			
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## Unit 2325

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up	1	\$200.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,750.00</b>			
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## Unit 2328

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair	1	\$100.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$325.00</b>			
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## Unit 2331

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair	1	\$175.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace	1	\$200.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$375.00</b>			
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## Unit 2332

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing	1	\$450.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing	1	\$1,600.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing	1	\$375.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$4,600.00</b>			
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## Unit 2333

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

**Total****\$0.00**



## Unit 2334

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

**Total****\$1,400.00**

## Unit 2335

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace		\$0.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace	1	\$200.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing	1	\$1,600.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing	1	\$500.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

**Total****\$3,325.00**

## Unit 2336

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job		\$0.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$650.00</b>
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## Unit 2337

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace		\$0.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job		\$0.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace	1	\$200.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$425.00</b>
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## Unit 2339

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$650.00</b>			
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## Unit 2340

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,450.00</b>
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## Unit 2344

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,450.00</b>			
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## Unit 2345

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2346

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2349

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning	1	\$50.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,500.00</b>
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## Unit 2350

## 4 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning	1	\$175.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,075.00</b>			

## Unit 2352

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning	1	\$50.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,500.00</b>
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## Unit 2353

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning	1	\$50.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,500.00</b>
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## Unit 2354

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning	1	\$50.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$1,500.00</b>			
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## Unit 2356

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes	1		Yes		
No			No		
	<b>Total</b>	<b>\$0.00</b>			

## Unit 2357

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace	1	\$600.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace	1	\$225.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job	1	\$800.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing	1	\$500.00	Missing	1	\$50.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$2,175.00</b>			
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## Unit 2358

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2359

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2360

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace		\$0.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job		\$0.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing		\$0.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$0.00</b>
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## Unit 2361

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning	1	\$175.00
Replace		\$0.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing		\$0.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,375.00</b>
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## Unit 2362

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2363

## 3 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning	1	\$50.00
Replace		\$0.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,500.00</b>
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## Unit 2364

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2365

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2366

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair	1	\$175.00
Replace		\$0.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$1,850.00</b>
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## Unit 2367

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

**Washer/Dryer**

Quantity

Repair		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Trash Out****Kitchen Cabinets**

Required		\$0.00	Repair		\$0.00
Clean			Replace		\$0.00

**Carpet****Sink**

Requires Cleaning		\$0.00	Replace		\$0.00
Replace		\$0.00			

**Vinyl****Tub/Surround**

Requires Cleaning		\$0.00	Repair		\$0.00
Replace		\$0.00	Replace		

**Paint****Bath Vanity/Countertop**

Touch Up		\$0.00	Repair		\$0.00
Complete Paint Job		\$0.00	Replace		\$0.00

**Final Clean****Toilet**

Yes		\$0.00	Repair		\$0.00
No			Replace		\$0.00

**Window Coverings****Water Heater**

Replace		\$0.00	Missing		\$0.00
			Repair		

**Interior Doors****HVAC**

Repair		\$0.00	Missing		\$0.00
Replace		\$0.00	Repair		

**Drywall Damage****Electric Fixtures**

Estimate Quick \$\$ Amount		\$0.00	Missing		\$0.00
			Repair		\$0.00

**Refrigerator****Smoke/CO Detectors**

Missing		\$0.00	Missing		\$0.00
Repair					

**Range****Mold**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Vent Hood****Pests**

Missing		\$0.00	Yes		\$0.00
Repair			No		

**Dishwasher****Other**

Missing		\$0.00			\$0.00
Repair					

**Rent Ready?****Down?**

Yes			Yes		
No			No		

	<b>Total</b>	<b>\$0.00</b>			
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## Unit 2368

## 2 Overall Fannie Mae Rating

**Interiors****Front Door**

Quantity

Repair		\$0.00
Replace		\$0.00

**Washer/Dryer**

Quantity

Repair		\$0.00
Replace		

**Trash Out**

Required		\$0.00
Clean		

**Kitchen Cabinets**

Repair		\$0.00
Replace	1	\$1,500.00

**Carpet**

Requires Cleaning		\$0.00
Replace	1	\$600.00

**Sink**

Replace		\$0.00
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**Vinyl**

Requires Cleaning		\$0.00
Replace	1	\$225.00

**Tub/Surround**

Repair		\$0.00
Replace		

**Paint**

Touch Up		\$0.00
Complete Paint Job	1	\$800.00

**Bath Vanity/Countertop**

Repair		\$0.00
Replace		\$0.00

**Final Clean**

Yes		\$0.00
No		

**Toilet**

Repair		\$0.00
Replace		\$0.00

**Window Coverings**

Replace		\$0.00
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**Water Heater**

Missing		\$0.00
Repair		

**Interior Doors**

Repair		\$0.00
Replace		\$0.00

**HVAC**

Missing		\$0.00
Repair		

**Drywall Damage**

Estimate Quick \$\$ Amount		\$0.00
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**Electric Fixtures**

Missing		\$0.00
Repair		\$0.00

**Refrigerator**

Missing		\$0.00
Repair		

**Smoke/CO Detectors**

Missing	1	\$50.00
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**Range**

Missing		\$0.00
Repair		

**Mold**

Yes		\$0.00
No		

**Vent Hood**

Missing		\$0.00
Repair		

**Pests**

Yes		\$0.00
No		

**Dishwasher**

Missing		\$0.00
Repair		

**Other**

		\$0.00
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**Rent Ready?**

Yes		
No		

**Down?**

Yes		
No		

	<b>Total</b>	<b>\$3,175.00</b>
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# EXHIBIT 12 - October 18, 2019 Notice of Demand

EXHIBIT 12 - October 18, 2019 Notice of Demand



**SUNTRUST BANK**  
4601 COLLEGE BOULEVARD  
SUITE 300  
LEAWOOD, KS 66211  
913-732-5324 MAIN

October 18, 2019

Via EMAIL: [ruth.g@westland.com](mailto:ruth.g@westland.com) & [marilu.g@westland.com](mailto:marilu.g@westland.com)  
Via Overnight Delivery

Westland Liberty Village LLC  
520 West Willow Street  
Long Beach, California 90806

Alevy Descendants Trust Number 1  
520 West Willow Street  
Long Beach, California 90806

Westland Village Square LLC  
520 West Willow Street  
Long Beach, California 90806

Re: **NOTICE OF DEMAND (the "Notice")**

Property Name: Liberty Village Apartments  
Property Address: 4870 Nellis Oasis Lane, Las Vegas, Nevada  
Loan Number: [REDACTED] 5178 (the "Loan")

Multifamily Note (the "Note") dated as of November 2, 2017 in the original principal amount of \$29,000,000.00 made by Borrower's predecessor in interest, Shamrock Properties VII LLC ("Shamrock Properties"), payable to the order of SunTrust Bank ("Original Lender"), which Note is secured by, *inter alia*, certain real property more particularly described in the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date therewith (the "Security Instrument") and Multifamily Loan and Security Agreement of even date therewith (the "Loan Agreement"), which Note, Security Instrument and Loan Agreement, together with other loan documents (such Note, Security Instrument and Loan Agreement and other loan documents hereafter referred to as the "Loan Documents") were assigned from Original Lender to Fannie Mae ("Fannie Mae") and all of which covering certain real and personal property located at the address set forth above and more particularly described in the Security Instrument (the "Mortgaged Property" or the "Property"). Original Lender is now the servicer of the Loan and may be referred to herein as "Servicer." Borrower assumed the Loan from Shamrock Properties pursuant to an Assumption and Release Agreement dated as of August 29, 2018.

Dear Borrower,

Notice is hereby given that Borrower has failed to maintain the Mortgaged Property in accordance with the terms of the Loan Documents, including, but not limited to, Article 6 of the Loan Agreement, which failure to maintain may constitute an Event of Default under the Loan Documents.



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On September 9, 2019-September 11, 2019, a Property Condition Assessment ("PCA") was conducted on the Mortgaged Property, whereby certain deficiencies were noted and identified. Enclosed herewith is a copy of the PCA and a schedule of needed repairs is attached hereto as Exhibit A.

The PCA contains specific information related to the current deficiencies in physical condition of the Mortgaged Property and should be reviewed by Borrower for more detail on the required repairs. All repairs and replacements identified on Exhibit A and in the PCA shall constitute Additional Lender Repairs and Additional Lender Replacements, as defined in the Loan Documents. Borrower shall be required to execute an Amendment to the Loan Agreement reflecting the amendment and restatement of Schedules 5 and 6 thereto with the repairs and replacements identified on Exhibit A hereto. Please note, however, this may not be an exhaustive list and is subject to change pursuant to additional inspections that may be performed or required by Fannie Mae or Servicer.

Demand is hereby made for Borrower to correct its failure to maintain the Mortgaged Property and immediately implement corrective action to undertake repairs of the deficiencies noted in the PCA and on Exhibit A, as well as any other repair or replacement needed at the Mortgaged Property, to the satisfaction of Fannie Mae in its sole discretion. Borrower must also perform the Additional Lender Repairs and Additional Lender Replacements within the dates listed on Exhibit A. Furthermore, Borrower must provide Fannie Mae or Servicer access at such time and date requested by either for inspection of the Mortgaged Property to determine the status of the required repairs and to confirm that such repairs have been completed to Fannie Mae's satisfaction, in its sole discretion.

Pursuant to Section 13.02(a)(4) of the Loan Agreement, Fannie Mae has determined the funds in the Replacement Reserve Account or the Repairs Escrow Account are insufficient to cover the costs of the Additional Lender Replacements and Additional Lender Repairs. Demand is further made for Borrower to deposit with Servicer, on behalf of Fannie Mae, within thirty (30) days of the date of this letter an amount equal to \$1,753,145.00 (the "Demand Amount"), which deposit will be held by Servicer in the Repairs Escrow Account as additional security for the Loan. Failure to deposit the required amount shall constitute Borrower's failure to pay an amount due on the Loan and will be an Event of Default under the Loan Documents. Notwithstanding the foregoing, Fannie Mae has agreed to allow the Borrower to transfer 75% of the current balance in the Replacement Reserve (after Lender's receipt of the Borrower's 10/01/2019 loan payment) in the total amount of \$246,047.00 to the Repairs Escrow Account and to credit such amount to the Demand Amount. In addition, from and after the date of such transfer of funds, the funds in the Replacement Reserve Account may only be used to reimburse the Additional Lender Replacements (as will be identified on the new Schedule 5 to the Loan Agreement) of the occupied units per the Borrower's Rent Roll dated 09/05/2019.

Additionally, Fannie Mae and Servicer have determined the amount of funds in the Replacement Reserve Account and Repairs Escrow Account are insufficient to cover the on-going Required Repairs and Required Replacements identified in the PCA, even after completion of the Additional Lender Repairs and Additional Lender Replacements identified on Exhibit A. To ensure the necessary funds are available, Fannie Mae hereby notifies Borrower the Monthly Replacement Reserve Deposit is being increased by \$8,160.00 per month so that the total Monthly Replacement Reserve Deposit by Borrower shall be equal to \$26,760.00 per month. This increased deposit amount will commence with the Loan payment due on December 1, 2019.

Each of the above constitute separate obligations of Borrower under the Loan Documents and Borrower's failure to perform any of the above obligations may constitute a separate Event of Default under the Loan Documents.

The Servicer's or Fannie Mae's acceptance of any payment on the Loan should not be considered a waiver of any default or a novation, modification, or renewal of the Loan. Notwithstanding the acceptance of any payments or any other amounts at any time by the Servicer, Fannie Mae does not waive any default which may exist under the Loan Documents. Furthermore, acceptance of any payment shall not act as a waiver of,



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913-732-5324 MAIN

or prevent Fannie Mae from exercising any right, remedy, or power available to Fannie Mae, including, without limitation, all rights, remedies, and powers granted under the Loan Documents and at law or in equity, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink that reads "Michael Woolf".

Michael Woolf  
Asset Manager

cc: Joey Davenport, Fannie Mae  
Joe E. Greenhaw, Jr., SunTrust Bank

Enclosures (PCA copy)



**SUNTRUST BANK**  
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 SUITE 300  
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## EXHIBIT A



REAL PROPERTY CONSULTANTS

10/2/2019

### Section 2.6 Replacement of Capital Items Schedule

Assessment Date(s):	9/9-11, 2019
Year Built:	1986-1987
Age(s):	33
Total Net Rentable SF:	684,216
No. Dwelling Units:	720
Inflation Rate:	3.00%
Estimated Annual Unit Turnover:	Not Reported

Location Factor:	1.00
Annual Cost Per Unit / Year (uninflated)	\$406
Annual Cost Per Unit / Year (inflated)	\$446

Section No.	Item	Capital Expense Category	Average Life (yr.)	Effective Age (yr.)	R/LA (yr.)	Quantity	Unit of Measure	Unit Cost	Total Cost over Est. Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>2.1</b>	<b>Site</b>															
2.1.1	Asphalt Seal Coat and Striping	Parking / Paving / Sidewalks	5	2	5	445,750	SF	\$2.20	\$98,250			\$98,250				
2.1.2	Swimming Pool Repairs/Refurbishment	Other Site Capital Expense	8	0-5	3+	2	Allow	\$10,000.00	\$20,000			\$20,000				
<b>2.2</b>	<b>Structural Frame and Building Envelope (Architectural Components)</b>															
2.2.4	Exterior Walls - Paint/Trim/Power Wash	Building / Exterior	10	5	5	720	Unit	\$100.00	\$760,000						\$760,000	
<b>2.3</b>	<b>Mechanical / Electrical / Plumbing Systems</b>															
2.3.1	Gas Water Heaters - Individual	Electrical / Plumbing	15	3+	3+	315	EA	\$450.00	\$141,750	\$20,250	\$20,250	\$20,250	\$20,250	\$20,250	\$20,250	\$20,250
2.3.2	Hot / Roof Mounted Condenser	HVAC and Other Building Systems	20	3+	3+	210	EA	\$900.00	\$189,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
2.3.3	Gas Forced Air Units (Furn.) - Replacement	HVAC and Other Building Systems	20	3+	3+	210	EA	\$900.00	\$189,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
<b>2.4</b>	<b>Interior Elements (Dwelling Units / Common Area)</b>															
2.4.1	Carpet	Carpeting and Vinyl Expense	7	3+	3+	568	Unit	\$80.00	\$454,400	\$71,400	\$71,400	\$71,400	\$71,400	\$71,400	\$71,400	\$71,400
2.4.2	Vinyl Flooring	Carpeting and Vinyl Expense	10	3+	3+	420	Unit	\$100.00	\$126,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
2.4.3	Refrigerator	Appliance Capital Expenditures RB	10	3+	3+	406	Ea	\$100.00	\$203,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000
2.4.4	Range / Oven Gas	Appliance Capital Expenditures RB	15	3+	3+	245	Ea	\$400.00	\$98,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
2.4.5	Dishwasher	Appliance Capital Expenditures RB	10	3+	3+	420	Ea	\$115.00	\$132,300	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900
	<b>Miscellaneous/Other</b>															

\*Section 2.4. Replacement Reserve costs above are based on the completion of all immediate repairs in Section 2.5.

Total (uninflated)	\$2,098,100	\$225,000	\$225,000	\$104,800	\$225,000	\$985,500	\$225,000	\$225,000
Total, Inflated (annual inflation factor @3%)	\$225,000	\$233,317	\$241,640	\$249,963	\$258,286	\$266,609	\$274,932	\$283,255
Cumulative Total	\$225,000	\$458,317	\$699,957	\$949,897	\$1,208,183	\$1,474,792	\$1,740,724	\$2,006,979
Annual Cost Per Unit / Year (uninflated)	\$406							
Annual Cost Per Unit / Year (inflated)	\$446							





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1Q/2/2019

REAL PROPERTY CONSULTANTS

**Section 2.5: Immediate Repairs**

Assessment Date(s):	9/9-11, 2019
Year Built:	1985-1987
Age(s):	31
Total Net Rentable SF:	684,216
No. Dwelling Units:	720
Inflation Rate:	3.00%
Estimated Annual Unit Turnover:	Not Reported

**Life Safety: Items that may impact the health or safety of residents, employees or visitors**

Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
Sidewalks	30	EA	\$350.00	\$7,500	Concrete sidewalks provide access to the apartment buildings. FI observed approximately 30 areas of damaged pavement creating potential trip-hazards to the residents. This is due to a lack of timely repairs and exposure to the elements. FI recommends the damaged areas of sidewalk be replaced to eliminate potential trip hazards. FI recommends the potential trip hazards be addressed in the next 90 days.	3.1.6
Stairways/Landings/Patios/Balconies	1	Allow	\$216,600.00	\$216,600	The second floor apartments are accessed by exterior stairways with steel framing and pre-cast concrete step pads. The framing is covered with stucco that is damaged in places and the stairways are connected to steel-framed landings that have plywood or OSB floors that are covered with outdoor carpeting. The step pads have failed at select locations, and the landings are water-damaged as they are not water-proofed. The metal and wood handrails are damaged at select locations and the painted surfaces are chipped and peeling. The majority of patios and balconies at the vacant apartments have indoor/outdoor carpet installed that has been damaged and stained by pigeon droppings. These conditions are due to a lack of timely repairs and routine maintenance. FI recommends the damaged step pads (184) be replaced (see attached repair estimate for \$21,160). FI also recommends the stair landings be replaced and waterproofed to prevent further deterioration from water intrusion, the wood/metal handrails be repaired/replaced as needed and repainted, and indoor/outdoor carpet at vacant patios and balconies be removed, and the areas cleaned and waterproofed as needed. Estimated costs to repair damaged stucco is included in the Building Cladding estimate, see Section 2.5. FI recommends the stairways and landings be addressed in the next 90 days to eliminate these potential fall/trip hazards.	3.2.6
Smoke and CO Detectors				\$0	Smoke detectors were missing in a majority of the vacant apartments inspected. Gas appliances are located in the dwelling unit; however, CO detectors are not installed. FI recommends combination smoke and CO detectors be installed in dwelling units and the leasing office to eliminate life safety concerns. Estimated costs are included in the Vacant and Down Apartment recommendations. FI recommends installation of these units within 60 days.	3.3.6
<b>Subtotal: Life Safety</b>				<b>\$ 224,100</b>		

**Critical Repair: Items recommended for completion within the next six months.**

Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
Roofs	1	Allow	\$107,850.00	\$107,850	The pitched building roofs are weatherproofed with concrete tiles that are damaged in areas due to a lack of timely routine maintenance and repairs. Due to the high level of damage, the roofs on Buildings 3442, 3445, and 4750 require complete replacement. FI recommends the roofs on 39 of the buildings be repaired at \$400 per building, and three of the building roofs be replaced at a cost of \$82,350. See attached repair estimates.	3.3.5



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10/2/2019

**REAL PROPERTY CONSULTANTS**

Swimming Pools	1	Allow	\$40,000.00	\$40,000	Four in-ground swimming pools are located at the Property. The pool located near the center of the Property has been drained and the plaster is cracked and damaged. In addition, there are large cracks in the concrete deck surrounding the pool. The pool at the northeast side of the Property is inoperative, and the pool deck surface is damaged due to a lack of timely repairs. F3 recommends the central and northeast swimming pool and concrete decks be repaired as needed and returned to service.	3.2.B
Laundry Facilities	1	EA	\$10,000.00	\$10,000	There are four (4) laundry buildings located on the Property. The laundry room on the southwest side of the Property has been damaged by vandals and is missing all of the laundry equipment. The walls, ceiling, and flooring are damaged. F3 recommends the laundry building at the southwest side of the Property be refurbished, the vendor be contacted to replace the equipment, and the facility be returned to service.	3.2.B
Fitness Center	1	EA	\$40,000.00	\$40,000	The fitness center is located in a stand-alone building adjacent to the swimming pool in the center of the Property. The fitness equipment is missing and the building is currently being used to store new appliances. F3 recommends the fitness center be refurbished, the fitness equipment be replaced, and the center be returned to service.	3.2.B
Vacant and Down Apartments	1	Allow	\$1,197,545.00	\$1,197,545	The Property has a total of 366 vacant units. F3 inspected the interiors of 352 of the 366 vacant units during this inspection, 21 of which were made ready and 27 were "down" (unleasable). The remaining 14 vacant units were not inspected as management could not produce keys. F3 assumes these 14 units are also "down". The condition of the vacant and down units appears to be due to plumbing and/or roof leaks, fire damage, missing/damaged drywall, in addition to missing appliances, smoke/CO detectors, HVAC systems, cabinets and countertops, and floor coverings. F3 recommends the 331 vacant/down units accessed be renovated as needed and returned to rent ready condition. Renovation activities will include all or some of the following: replacement of appliances, smoke/CO detectors, HVAC systems, cabinet/countertops, flooring, drywall repairs, cleaning and painting. A complete listing of units inspected and estimated repair/replacement costs required to return each unit to rent ready condition is attached to this report (total estimated cost \$1,127,545). In addition, F3 estimates the costs to return the 14 vacant units not accessed to rent ready condition at \$5,000 each (total cost 70,000).	3.4.B
Moisture Management Plan	1	EA	\$650.00	\$650	Microbial growth was observed in Units 1017, 1063, 1064, and in the southwest laundry building. The source of water intrusion appears to be from plumbing or roof leaks. Based on observed evidence of water intrusion and/or mold, a Moisture Management Plan should be developed and implemented. At a minimum, the MMP must contain a provision for (i) staff training, (ii) information to be provided to tenant, (iii) documentation of the plan, (iv) the appropriate protocol for incident response and remediation, and (v) routine, scheduled inspections of common space and unit interiors.	4.1
Pest Management	1	Allow		TBD	The Property is infested with pigeons and bird droppings are prevalent on balcony and patio fences and floor, the roof, and building light fixtures. F3 recommends an inspection and pest exclusion to deter pigeons from landing, roosting, and nesting be conducted by a licensed pest control firm. Typical pigeon exclusions can include bird spikes, anti-bird nets, low voltage electrical tracks, and chemical repellent.	4.2
<b>Subtotal: Critical Repair</b>				<b>\$ 1,396,045</b>		



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Deferred Maintenance: Non-recurring capital items typically recommended for completion within 12 months.						
Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
Carports	35	EA	\$1,000.00	\$35,000	A total of 71 steel-framed carports provide parking for 712 cars. The roofs of approximately 35 of the structures have been damaged by trucks. F3 recommends the damaged carport roofs be repaired/replaced as needed.	31.6
Building Cladding	90	Blds	\$1,000.00	\$90,000	The buildings cladding consists of painted concrete stucco. There are small areas of damaged stucco throughout the Property buildings due to poor stucco preparation prior to the previous painting activities. F3 recommends the damaged stucco be repaired and the paint of the buildings be touched-up with matching paint.	32.4
Sports Court	1	EA	\$8,000.00	\$8,000	A sports court (formerly two adjacent tennis courts), is located on the Property. The sports court surface damaged and cracked and in poor condition due to a lack of timely repairs and exposure to the elements. F3 recommends the sports court surface be repaired to bring this site amenity back to service.	32.8
Subtotal: Deferred Maintenance				\$ 133,000		
Total Immediate Repairs				\$ 1,753,145		
Items of Note						
Items of Note: Non-Life Safety, typically have an aggregate cost less than \$3,000 (\$1,000 or less for Small Mortgage Loans) and can be addressed by on-site staff.						
Item	Brief Description					Section
None						



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LEAWOOD, KS 66211

October 18, 2019

Via EMAIL: [ruth.g@westland.com](mailto:ruth.g@westland.com) & [marilu.g@westland.com](mailto:marilu.g@westland.com)  
Via Overnight Delivery

Westland Liberty Village LLC  
520 West Willow Street  
Long Beach, California 90806

Alevy Descendants Trust Number 1  
520 West Willow Street  
Long Beach, California 90806

Westland Village Square LLC  
520 West Willow Street  
Long Beach, California 90806

Re: **NOTICE OF DEMAND (the "Notice")**

Property Name: Village Square Apartments  
Property Address: 5025 Nellis Oasis Lane, Las Vegas, Nevada  
Loan Number: [REDACTED] 5177 (the "Loan")

Multifamily Note (the "Note") dated as of November 2, 2017 in the original principal amount of \$9,366,000.00 made by Borrower's predecessor in interest, Shamrock Properties VII LLC ("Shamrock Properties"), payable to the order of SunTrust Bank ("Original Lender"), which Note is secured by, *inter alia*, certain real property more particularly described in the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date therewith (the "Security Instrument") and Multifamily Loan and Security Agreement of even date therewith (the "Loan Agreement"), which Note, Security Instrument and Loan Agreement, together with other loan documents (such Note, Security Instrument and Loan Agreement and other loan documents hereafter referred to as the "Loan Documents") were assigned from Original Lender to Fannie Mae ("Fannie Mae") and all of which covering certain real and personal property located at the address set forth above and more particularly described in the Security Instrument (the "Mortgaged Property" or the "Property"). Original Lender is now the servicer of the Loan and may be referred to herein as "Servicer." Borrower assumed the Loan from Shamrock Properties pursuant to an Assumption and Release Agreement dated as of August 29, 2018.

Dear Borrower,

Notice is hereby given that Borrower has failed to maintain the Mortgaged Property in accordance with the terms of the Loan Documents, including, but not limited to, Article 6 of the Loan Agreement, which failure to maintain may constitute an Event of Default under the Loan Documents.



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On September 9, 2019-September 11, 2019, a Property Condition Assessment ("PCA") was conducted on the Mortgaged Property, whereby certain deficiencies were noted and identified. Enclosed herewith is a copy of the PCA and a schedule of needed repairs is attached hereto as Exhibit A.

The PCA contains specific information related to the current deficiencies in physical condition of the Mortgaged Property and should be reviewed by Borrower for more detail on the required repairs. All repairs and replacements identified on Exhibit A and in the PCA shall constitute Additional Lender Repairs and Additional Lender Replacements, as defined in the Loan Documents. Borrower shall be required to execute an Amendment to the Loan Agreement reflecting the amendment and restatement of Schedules 5 and 6 thereto with the repairs and replacements identified on Exhibit A hereto. Please note, however, this may not be an exhaustive list and is subject to change pursuant to additional inspections that may be performed or required by Fannie Mae or Servicer.

Demand is hereby made for Borrower to correct its failure to maintain the Mortgaged Property and immediately implement corrective action to undertake repairs of the deficiencies noted in the PCA and on Exhibit A, as well as any other repair or replacement needed at the Mortgaged Property, to the satisfaction of Fannie Mae in its sole discretion. Borrower must also perform the Additional Lender Repairs and Additional Lender Replacements within the dates listed on Exhibit A. Furthermore, Borrower must provide Fannie Mae or Servicer access at such time and date requested by either for inspection of the Mortgaged Property to determine the status of the required repairs and to confirm that such repairs have been completed to Fannie Mae's satisfaction, in its sole discretion.

Pursuant to Section 13.02(a)(4) of the Loan Agreement, Fannie Mae has determined the funds in the Replacement Reserve Account or the Repairs Escrow Account are insufficient to cover the costs of the Additional Lender Replacements and Additional Lender Repairs. Demand is further made for Borrower to deposit with Servicer, on behalf of Fannie Mae, within thirty (30) days of the date of this letter an amount equal to \$1,092,835.00 (the "Demand Amount"), which deposit will be held by Servicer in the Repair Escrow Account as additional security for the Loan. Failure to deposit the required amount shall constitute Borrower's failure to pay an amount due on the Loan and will be an Event of Default under the Loan Documents. Notwithstanding the foregoing, Fannie Mae has agreed to allow the Borrower to transfer 75% of the current balance in the Replacement Reserve (after Lender's receipt of the Borrower's 10/01/2019 loan payment) in the total amount of \$106,217.00 to the Repairs Escrow Account and to credit such amount to the Demand Amount. In addition, from and after the date of such transfer of funds, the funds in the Replacement Reserve Account may only be used to reimburse the Additional Lender Replacements (as will be identified on the new Schedule 5 to the Loan Agreement) of the occupied units per the Borrower's Rent Roll dated 09/05/2019.

Additionally, Fannie Mae and Servicer have determined the amount of funds in the Replacement Reserve Account and Repairs Escrow Account are insufficient to cover the on-going Required Repairs and Required Replacements identified in the PCA, even after completion of the Additional Lender Repairs and Additional Lender Replacements identified on Exhibit A. To ensure the necessary funds are available, Fannie Mae hereby notifies Borrower the Monthly Replacement Reserve Deposit is being increased by \$1,397.42 per month so that the total Monthly Replacement Reserve Deposit by Borrower shall be equal to \$11,656.50 per month. This increased deposit amount will commence with the Loan payment due on December 1, 2019.

Each of the above constitute separate obligations of Borrower under the Loan Documents and Borrower's failure to perform any of the above obligations may constitute a separate Event of Default under the Loan Documents.

The Servicer's or Fannie Mae's acceptance of any payment on the Loan should not be considered a waiver of any default or a novation, modification, or renewal of the Loan. Notwithstanding the acceptance of any payments or any other amounts at any time by the Servicer, Fannie Mae does not waive any default which may exist under the Loan Documents. Furthermore, acceptance of any payment shall not act as a waiver of,



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or prevent Fannie Mae from exercising any right, remedy, or power available to Fannie Mae, including, without limitation, all rights, remedies, and powers granted under the Loan Documents and at law or in equity, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink that reads "Michael Woolf".

Michael Woolf  
Asset Manager

cc: Joey Davenport, Fannie Mae  
Joe E. Greenhaw, Jr., SunTrust Bank

Enclosures (PCA copy)



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# EXHIBIT A



10/2/2019

## Section 2 & Replacement of Capital Items Schedule

Assessment Date(s):	9/9-9/11/2019
Year Built:	1988 and 1990
Age(s):	31
Total Net Rentable SF:	144,215
No. Dwelling Units:	409
Inflation Rate:	3.00%
Estimated Annual Unit Turnover:	Not Reported

Location Factor:	1.08
Annual Cost Per Unit / Year (Uninflated)	\$312
Annual Cost Per Unit / Year (Inflated)	\$342

Section No.	Item	Capital Expense Category	Average Age (yr.)	Effective Age (yr.)	R/R (yr.)	Quantity	Unit of Measure	Unit Cost	Total Cost (est.)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>2.1</b>	<b>Site</b>															
2.1.1	Asphalt Seal Coat and Striping	Paving / Paving / Networks	5	5	5	141,700	SF	\$0.20	\$28,340				\$28,340			
2.1.2	Remediating Pond Reservoir/Refurbishment	Other Site Capital Expense	8	8	8	1	-Other	\$10,000,000	\$10,000,000							
<b>2.2</b>	<b>Structural Frame and Building Envelope (Architectural Components)</b>															
2.2.1	Exterior Walls - Paint/Finish/Power Walls	Building / Exterior	10	8	7	408	SQYD	\$100.00	\$40,800							\$40,800
<b>2.3</b>	<b>Mechanical / Electrical / Plumbing Systems</b>															
2.3.1	Pool / Hot Water/Heating Systems	MEPC and Other Building Systems	20	14	14	212	EA	\$800.00	\$169,600	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200
2.3.2	Electric HVAC for units (HVAC) - Replacement	MEPC and Other Building Systems	20	14	14	212	EA	\$800.00	\$169,600	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200
<b>2.4</b>	<b>Interior Elements (Dwelling Units / Common Area)</b>															
2.4.1	Carpet	Carpeting and Vinyl Expense	7	14	14	288	SQYD	\$100.00	\$28,800	\$14,700	\$14,700	\$14,700	\$14,700	\$14,700	\$14,700	\$14,700
2.4.2	Vinyl Flooring	Carpeting and Vinyl Expense	10	14	14	218	SQYD	\$100.00	\$21,800	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
2.4.3	Refrigerator	Appliance Capital Expenditures -RR	10	14	14	210	EA	\$100.00	\$21,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
2.4.4	Range / Oven Electric	Cook Top	10	14	14	140	EA	\$200.00	\$28,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
<b>Miscellaneous/Other</b>																
	Recreational Facilities															
*Section 2.4: Replacement Reserve Costs above are based on the completion of all immediate repairs in Section 2.3.																
Total Uninflated										\$297,430	\$142,210	\$142,210	\$142,210	\$142,210	\$142,210	\$142,210
Total Inflated (annual inflation factor @3%)										\$142,210	\$145,486	\$148,761	\$152,037	\$155,312	\$158,587	\$161,862
Cumulative Total										\$142,210	\$288,696	\$437,457	\$586,194	\$734,931	\$883,668	\$1,032,405
Annual Cost Per Unit / Year (Uninflated)										\$312						
Annual Cost Per Unit / Year (Inflated)										\$342						





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**Section 2.5: Immediate Repairs**

Assessment Date(s):	9/9-9/11/2019
Year Built:	1988 and 1990
Age(s):	31
Total Net Rentable SF:	164,235
No. Dwelling Units:	409
Inflation Rate:	3.00%
Estimated Annual Unit Turnover:	Not Reported

**Life Safety: Items that may impact the health or safety of residents, employees or visitors**

Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
None				\$0		
Subtotal: Life Safety				\$ -		

**Critical Repair: Items recommended for completion within the next six months.**

Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
Building Roofs	1	Allow	\$352,970.00	\$352,970	The flat roofs on the three west buildings consist of single-ply TPO membranes that appear to be less than 5 years old and in good condition. The flat roofs on the three east buildings are covered with modified bitumen roofing systems that appear to be over 20 years old, in poor condition, and leaks were identified in several units inspected. There are also three small areas of asphalt shingle roof sections that are also in poor condition. The concrete tile mansards are damaged in large areas. There is a large amount of discarded HVAC equipment and debris on all of the roofs. These conditions are due to age, a lack of timely repairs and routine maintenance, and exposure to the elements. It recommends the discarded equipment and debris be removed from all roofs (\$500/building), the modified bitumen roofs (33,700 SF) be replaced at a cost of \$4.50 per square foot; the asphalt shingle portions (10,640 SF) be replaced at a cost of \$3.00 per square foot, and the concrete tile mansards be repaired (23,000 SF) at a cost of \$3.00 per square foot.	3.3.5
Vacant and Down Apartments	1	Allow	\$711,225.00	\$711,225	The Property has a total of 211 vacant units. It inspected the interiors of 177 of the 211 vacant units during this investigation, 6 of which made ready and 9 were "down" (uninhabitable). The remaining 94 vacant units were not inspected as management could not produce keys. It assumes these 94 units are "down". The condition of the vacant and down units appears to be due to plumbing and/or roof leaks, missing/damaged drywall, in addition to missing appliances, HVAC systems, cabinets and countertops, and floor coverings. It recommends the 169 vacant/down units accessed be renovated as needed and returned to rent ready condition. Renovation activities will include all or some of the following: replacement of appliances, HVAC systems, cabinets/countertops, flooring, drywall repairs, cleaning and painting. A complete listing of all units inspected and estimated repair/replacement costs required to return each unit to rent ready condition is attached to this report (total estimated cost \$543,215). In addition, it estimates the costs to return the 34 vacant units not accessed to rent ready condition at \$1,050 each (total cost of \$35,700).	3.4.3
Central Domestic Boilers / Water Heaters	1	Allow	\$30,000.00	\$30,000	Heated domestic water is provided to the units via 4 central boilers and 7 natural gas-fired water heaters located in utility rooms on the Property. One of the boilers is inoperative and another has reached the end of its useful life. In addition, one of the 150-gallon water heaters is inoperative. These conditions are due to a lack of timely repairs/replacement of the water heating equipment. It recommends the two boilers be replaced at a cost of \$6,000 each, and one water heater be replaced at a cost of \$4,000.	3.3.1





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10/2/2019

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Moisture Management Plan	1	EA	\$450.00	\$450	Microbial growth was observed in Units 95 and 101. This is due to plumbing or roof leaks and a lack of timely maintenance. Based on observed evidence of water intrusion and/or mold, a Moisture Management Plan should be developed and implemented. At a minimum, the MAMP must contain a provision for (i) staff training, (ii) information to be provided to tenants, (iii) documentation of the plan, (iv) the appropriate protocol for incident response and remediation, and (v) routine, scheduled inspections of common space and unit interiors.	4.1
Pest Management	1	Allow		750	The Property is infested with pigeons and bird droppings are pervasive in the parking lot and on the exterior walkways. H3 recommends an inspection and pest exclusion to deter pigeons from landing, roosting, and nesting be conducted by a licensed pest control firm. Typical pigeon exclusions can include bird spikes, anti-bird nets, low voltage electrical tracks, and chemical repellent.	4.2
Subtotal: Critical Repair				\$	1,094,835	
Deferred Maintenance: Non-recurring capital items typically recommended for completion within 12 months.						
Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section
Amenities/Sports Court	1	Allow	\$8,000.00	\$8,000	The Property contains a large sports court for basketball, formerly two adjacent tennis courts. The court surface is damaged and cracked and in poor condition due to a lack of timely repairs and exposure to the elements. H3 recommends the sports court be re-surfaced. Estimated cost is \$8,000.	5.3.5
Subtotal: Deferred Maintenance				\$	8,000	
Total Immediate Repairs				\$	1,092,835	
Items of Note						
Items of Note: Non-Life Safety, typically have an aggregate cost less than \$3,000 (\$1,000 or less for Small Mortgage Loans) and can be addressed by on-site staff.						
Item	Brief Description					Section
None						

# EXHIBIT 13 - December 17, 2019 Notice of Default and Acceleration of Note

EXHIBIT 13 - December 17, 2019 Notice of Default and Acceleration of Note

**Snell & Wilmer**  
— L.L.P. —  
LAW OFFICES

Hughes Center  
3883 Howard Hughes Parkway  
Suite 1100  
Las Vegas, Nevada 89169-5958  
702.784.5200  
www.swlaw.com

Mandy S. Shavinsky  
702.784.5229  
mshavinsky@swlaw.com

December 17, 2019

**Via Certified Mail – Return Receipt Requested**

Westland Village Square LLC  
520 West Willow Street  
Long Beach, California 90806

Re: Multifamily Note (the “Note”) dated as of November 2, 2017, in the face amount of \$9,366,000.00, executed by Westland Village Square LLC, a Nevada limited liability company, successor-in-interest to Shamrock Properties VI LLC, a Delaware limited liability company (“Borrower”), to the order of SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation (the “Servicer”), which Note is secured by, *inter alia*, the lien of that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Security Instrument”) of even date therewith recorded in Book 20171103, as Instrument No. 0001292, in the Official Records of Clark County, Nevada, covering certain real and personal property (the “Property”) located in Clark County, Nevada and more particularly described in the Security Instrument, and the Multifamily Loan and Security Agreement of even date therewith, as amended (the “Loan Agreement”); which Note has been assigned and endorsed by Lender to Fannie Mae (herein so called); which Security Instrument has been assigned by Lender to Fannie Mae pursuant to that certain Assignment of Security Instrument dated November 2, 2017, executed by Lender and recorded in Book 20171103, as Instrument No. 0001293, in the Official Records of Clark County, Nevada; and which Loan Agreement has been assigned to Fannie Mae; Fannie Mae Loan Number [REDACTED] 3618

Dear Borrower:

Borrower has failed to perform or comply with the covenants or agreements of Borrower under the Note, the Security Instrument, the Loan Agreement and other documents or instruments executed by Borrower in connection with the Note or the loan evidenced thereby (collectively, the “Loan Documents”), including, but not limited to Borrower’s (i) failure to maintain the Mortgage Property in accordance with Article 6 of the Loan Agreement and (ii) failure to comply with Lender’s request to increase the Replacement Reserve Account in accordance with Section 13.02(a)(4) of the Loan Agreement. Each such failure constitutes an “Event of Default” (as defined in the Security Instrument).

Loan No 1717473617

4819-8179-0894

ALBUQUERQUE BOISE DENVER LAS VEGAS LOS ANGELES LOS CABOS ORANGE COUNTY  
PHOENIX RENO SALT LAKE CITY TUCSON WASHINGTON, D.C.

2

**APP1303**

# Snell & Wilmer

Westland Village Square LLC

December 17, 2019

Page 2 of 4

This letter constitutes a formal notice that the outstanding principal indebtedness evidenced by the Note **has been accelerated** (subject to the applicable provisions of NRS 107.080(2)(a)(2)) as a result of the occurrence and present continuation of such Event of Default. Demand is hereby made for immediate payment in full of the entire unpaid principal balance of the Note, plus (to the extent lawful) accrued and unpaid interest thereon and the costs and attorneys' fees of Fannie Mae. In order to determine the exact payoff figure currently owing to Fannie Mae pursuant to the Note, please call Joe E. Greenhaw, Jr. of Servicer at (913) 732-5249, or you may have your counsel contact me at the direct dial telephone number set forth above.

You are further notified that, by reason of such default and acceleration of said indebtedness, Fannie Mae may immediately institute foreclosure proceedings under the Security Instrument and may otherwise exercise any and all other rights and remedies enumerated in the Loan Documents or otherwise available at law or in equity (including, without limitation, the appointment of a receiver over the Property, applications of escrow deposits, reserves and/or other funds held by Servicer toward payment of Borrower's obligations under the Loan Documents in the manner set forth therein).

Please be advised that the demand made hereby is being given pursuant to the terms and provisions of the Loan Documents. By making this demand, Fannie Mae does not waive any of the rights or remedies available to Fannie Mae under the Loan Documents or otherwise. No failure to exercise any rights or remedies available to Fannie Mae and no delay in exercising any such rights or remedies shall operate as a waiver of any rights which Fannie Mae may have pursuant to the terms of the Loan Documents or otherwise. Further, any reference by Fannie Mae or Servicer to any event of default or default shall in no way constitute, or be construed to be, a waiver of any other event of default or default which may now exist or hereafter arise under the Loan Documents.

UNDER THE SECURITY INSTRUMENT EXECUTED BY BORROWER IN FAVOR OF FANNIE MAE, BORROWER'S LICENSE TO COLLECT RENTS HAS TERMINATED, AND FANNIE MAE IS NOW ENTITLED TO ALL RENTS AS THEY BECOME DUE AND PAYABLE, INCLUDING RENTS CURRENTLY DUE AND UNPAID. UNTIL FURTHER NOTICE, ANY RENTS BORROWER RECEIVED AFTER THE OCCURRENCE OF THE EVENT OF DEFAULT SHALL BE RECEIVED AND HELD BY BORROWER IN TRUST FOR THE BENEFIT OF FANNIE MAE. UNTIL FURTHER NOTICE, ALL SUCH RENTS SHALL BE APPLIED ONLY TO BONA FIDE CURRENT OPERATING EXPENSES TO THIRD PARTIES IN CONNECTION WITH THE OPERATION OF THE PROPERTY WITH EXCESS PAID TO FANNIE MAE, TO BE APPLIED IN ACCORDANCE WITH THE LOAN DOCUMENTS.

# Snell & Wilmer

Westland Village Square LLC

December 17, 2019

Page 3 of 4

Also, please be advised that under the Loan Agreement, the Borrower and the Alevy Descendants Trust Number 1, Yaakov Greenspan, co-trustee, as Key Principal(s) are liable to Fannie Mae for, among other things, (x) all Rents not applied first, to the payment of reasonable operating expenses as such operating expenses become due and payable, and then, to the Debt Service Amounts due and payable under the Note, Security Instrument, or any other Loan Documents, and (y) Borrower's failure, following a default under any of the Loan Documents, to deliver to Fannie Mae on demand all Rents and security deposits relating to the Property.

Please be advised that any discussions that may have occurred or may occur in the future between representatives of Borrower and of Fannie Mae regarding the Property or the Note evidence nothing more than the continuing good faith attempts of Fannie Mae to work out the existing problems in a manner reasonably acceptable to all parties. Borrower may not rely upon any such discussions in any manner or fashion. Unless and until a binding, written agreement has been fully executed by and between all parties, Fannie Mae's rights and remedies are and will continue to be fully enforceable under the terms of the Loan Documents.

For your information, this letter is also being sent to the Alevy Descendants Trust Number 1, Yaakov Greenspan, co-trustee, in order to notify the Key Principal(s) of Borrower's defaults. In the event that such defaults are not cured in the time period set forth herein, Fannie Mae, at its sole option and in addition to any other remedies available to Fannie Mae, may seek to recover from Key Principal any indebtedness and any other obligations owing by Key Principal pursuant to the Loan Documents.

Notwithstanding any previous action or inaction by or on behalf of Servicer or Fannie Mae to the contrary, if any, you are hereby notified that Fannie Mae will hereafter require strict compliance with the terms and conditions of the Note and other Loan Documents, and Fannie Mae does not in any manner waive any rights or remedies available against you pursuant to the Note or other Loan Documents or applicable law, including without limitation the rights described in this letter.

In the event that Borrower wishes to discuss these matters, Borrower may contact Joe E. Greenhaw, Jr. of Servicer at (913) 732-5249 or Michael Woolf of Cohen Financial at 312-602-6126.

# Snell & Wilmer

Westland Village Square LLC

December 17, 2019

Page 4 of 4

Your immediate attention to this matter is recommended.

Very truly yours,

Snell & Wilmer L.L.P.



Mandy S. Shavinsky

cc: Yaakov Greenspan (Key Principal)  
Alevy Descendants Trust Number 1 (Key Principal)  
John W. Hofsaess, Esq. (Borrower Counsel) (john.h@westlandREG.com)  
Carol King (Fannie Mae) (carol\_king@fanniemae.com)  
Chelo Carter, Esq. (Fannie Mae) (chelo\_carter@fanniemae.com)  
Kyla Whittington (Fannie Mae) (kyla\_whittington@fanniemae.com)  
Lorna E. Coleman (Fannie Mae) (lorna\_e\_colman@fanniemae.com)  
Lisa R. Holmes (Fannie Mae) (lisa\_r\_holmes@fanniemae.com)  
Joe E. Greenhaw, Jr. (Servicer) (joe.greenhaw@suntrust.com)



**Snell & Wilmer**  
L.L.P.  
LAW OFFICES

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3883 Howard Hughes Parkway  
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Las Vegas, Nevada 89169-5958  
702.784.5200  
www.swlaw.com

Mandy S. Shavinsky  
702.784.5229  
mshavinsky@swlaw.com

December 17, 2019

**Via Certified Mail Return Receipt Requested**

Westland Liberty Village LLC  
520 West Willow Street  
Long Beach, California 90806

Re: Multifamily Note (the "Note") dated as of November 2, 2017, in the face amount of \$29,000,000.00, executed by Westland Liberty Village LLC, a Nevada limited liability company, successor-in-interest to Shamrock Properties VI LLC, a Delaware limited liability company ("Borrower"), to the order of SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation (the "Servicer"), which Note is secured by, *inter alia*, the lien of that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument") of even date therewith recorded in Book 20171103, as Instrument No. 0001307, in the Official Records of Clark County, Nevada, covering certain real and personal property (the "Property") located in Clark County, Nevada and more particularly described in the Security Instrument, and the Multifamily Loan and Security Agreement of even date therewith, as amended (the "Loan Agreement"); which Note has been assigned and endorsed by Lender to Fannie Mae (herein so called); which Security Instrument has been assigned by Lender to Fannie Mae pursuant to that certain Assignment of Security Instrument dated November 2, 2017, executed by Lender and recorded in Book 20171103, as Instrument No. 0001308, in the Official Records of Clark County, Nevada; and which Loan Agreement has been assigned to Fannie Mae; Fannie Mae Loan Number [REDACTED] 3617

Dear Borrower:

Borrower has failed to perform or comply with the covenants or agreements of Borrower under the Note, the Security Instrument, the Loan Agreement and other documents or instruments executed by Borrower in connection with the Note or the loan evidenced thereby (collectively, the "Loan Documents"), including, but not limited to Borrower's (i) failure to maintain the Mortgage Property in accordance with Article 6 of the Loan Agreement and (ii) failure to comply with Lender's request to increase the Replacement Reserve Account in accordance with Section 13.02(a)(4) of the Loan Agreement. Each such failure constitutes an "Event of Default" (as defined in the Security Instrument).

Westland Liberty Village LLC  
December 17, 2019  
Page 2 of 4

This letter constitutes a formal notice that the outstanding principal indebtedness evidenced by the Note **has been accelerated** (subject to the applicable provisions of NRS 107.080(2)(a)(2)) as a result of the occurrence and present continuation of such Event of Default. Demand is hereby made for immediate payment in full of the entire unpaid principal balance of the Note, plus (to the extent lawful) accrued and unpaid interest thereon and the costs and attorneys' fees of Fannie Mae. In order to determine the exact payoff figure currently owing to Fannie Mae pursuant to the Note, please call Joe E. Greenhaw, Jr. of Servicer at (913) 732-5249, or you may have your counsel contact me at the direct dial telephone number set forth above.

You are further notified that, by reason of such default and acceleration of said indebtedness, Fannie Mae may immediately institute foreclosure proceedings under the Security Instrument and may otherwise exercise any and all other rights and remedies enumerated in the Loan Documents or otherwise available at law or in equity (including, without limitation, the appointment of a receiver over the Property, applications of escrow deposits, reserves and/or other funds held by Servicer toward payment of Borrower's obligations under the Loan Documents in the manner set forth therein).

Please be advised that the demand made hereby is being given pursuant to the terms and provisions of the Loan Documents. By making this demand, Fannie Mae does not waive any of the rights or remedies available to Fannie Mae under the Loan Documents or otherwise. No failure to exercise any rights or remedies available to Fannie Mae and no delay in exercising any such rights or remedies shall operate as a waiver of any rights which Fannie Mae may have pursuant to the terms of the Loan Documents or otherwise. Further, any reference by Fannie Mae or Servicer to any event of default or default shall in no way constitute, or be construed to be, a waiver of any other event of default or default which may now exist or hereafter arise under the Loan Documents.

UNDER THE SECURITY INSTRUMENT EXECUTED BY BORROWER IN FAVOR OF FANNIE MAE, BORROWER'S LICENSE TO COLLECT RENTS HAS TERMINATED, AND FANNIE MAE IS NOW ENTITLED TO ALL RENTS AS THEY BECOME DUE AND PAYABLE, INCLUDING RENTS CURRENTLY DUE AND UNPAID. UNTIL FURTHER NOTICE, ANY RENTS BORROWER RECEIVED AFTER THE OCCURRENCE OF THE EVENT OF DEFAULT SHALL BE RECEIVED AND HELD BY BORROWER IN TRUST FOR THE BENEFIT OF FANNIE MAE. UNTIL FURTHER NOTICE, ALL SUCH RENTS SHALL BE APPLIED ONLY TO BONA FIDE CURRENT OPERATING EXPENSES TO THIRD PARTIES IN CONNECTION WITH THE OPERATION OF THE PROPERTY WITH EXCESS PAID TO FANNIE MAE, TO BE APPLIED IN ACCORDANCE WITH THE LOAN DOCUMENTS.



Westland Liberty Village LLC  
December 17, 2019  
Page 3 of 4

Also, please be advised that under the Loan Agreement, the Borrower and the Alevy Descendants Trust Number 1, Yaakov Greenspan, co-trustee, as Key Principal(s) are liable to Fannie Mae for, among other things, (x) all Rents not applied first, to the payment of reasonable operating expenses as such operating expenses become due and payable, and then, to the Debt Service Amounts due and payable under the Note, Security Instrument, or any other Loan Documents, and (y) Borrower's failure, following a default under any of the Loan Documents, to deliver to Fannie Mae on demand all Rents and security deposits relating to the Property.

Please be advised that any discussions that may have occurred or may occur in the future between representatives of Borrower and of Fannie Mae regarding the Property or the Note evidence nothing more than the continuing good faith attempts of Fannie Mae to work out the existing problems in a manner reasonably acceptable to all parties. Borrower may not rely upon any such discussions in any manner or fashion. Unless and until a binding, written agreement has been fully executed by and between all parties, Fannie Mae's rights and remedies are and will continue to be fully enforceable under the terms of the Loan Documents.

For your information, this letter is also being sent to the Alevy Descendants Trust Number 1, Yaakov Greenspan, co-trustee, in order to notify the Key Principal(s) of Borrower's defaults. In the event that such defaults are not cured in the time period set forth herein, Fannie Mae, at its sole option and in addition to any other remedies available to Fannie Mae, may seek to recover from Key Principal any indebtedness and any other obligations owing by Key Principal pursuant to the Loan Documents.

Notwithstanding any previous action or inaction by or on behalf of Servicer or Fannie Mae to the contrary, if any, you are hereby notified that Fannie Mae will hereafter require strict compliance with the terms and conditions of the Note and other Loan Documents, and Fannie Mae does not in any manner waive any rights or remedies available against you pursuant to the Note or other Loan Documents or applicable law, including without limitation the rights described in this letter.

In the event that Borrower wishes to discuss these matters, Borrower may contact Joe E. Greenhaw, Jr. of Servicer at (913) 732-5249 or Michael Woolf of Cohen Financial at 312-602-6126.

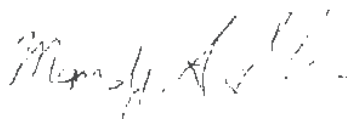
**Snell & Wilmer**  
LLP

Westland Liberty Village LLC  
December 17, 2019  
Page 4 of 4

Your immediate attention to this matter is recommended.

Very truly yours,

Snell & Wilmer L.L.P.



Mandy S. Shavinsky

cc: Yaakov Greenspan (Key Principal)  
Alevy Descendants Trust Number 1 (Key Principal)  
John W. Hofsaess, Esq. (Borrower Counsel) (john.h@westlandREG.com)  
Carol King (Fannie Mae) (carol\_king@fanniemae.com)  
Chelo Carter, Esq. (Fannie Mae) (chelo\_carter@fanniemae.com)  
Kyla Whittington (Fannie Mae) (kyla\_whittington@fanniemae.com)  
Lorna E. Coleman (Fannie Mae) (lorna\_e\_colman@fanniemae.com)  
Lisa R. Holmes (Fannie Mae) (lisa\_r\_holmes@fanniemae.com)  
Joe E. Greenhaw, Jr. (Servicer) (joe.greenhaw@suntrust.com)

**EXHIBIT 14 - December 17, 2019 Demand  
and Notice Pursuant to Nevada Revised  
Statutes 107A.270**

**EXHIBIT 14 - December 17, 2019 Demand  
and Notice Pursuant to Nevada Revised  
Statutes 107A.270**

**Snell & Wilmer**  
— L.L.P. —  
LAW OFFICES

Hughes Center  
3883 Howard Hughes Parkway  
Suite 1100  
Las Vegas, Nevada 89169-5958  
702.784.5200  
www.swlaw.com

Mandy S. Shavinsky  
702.784.5229  
mshavinsky@swlaw.com

December 17, 2019

**Via Certified Mail – Return Receipt Requested**

Westland Liberty Village LLC  
520 West Willow Street  
Long Beach, California 90806

Alevy Descendants Trust Number 1  
c/o Yaakov Greenspan, Co-Trustee  
520 West Willow Street  
Long Beach, California 90806

Re: Multifamily Loan in the Original Principal Amount of \$29,000,000.00 (the “Loan”) by SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation (“Original Lender”), predecessor-in-interest to Fannie Mae (“Fannie Mae”), to Westland Liberty Village LLC, a Nevada limited liability company, successor-in-interest to Shamrock Properties VI LLC, a Delaware limited liability company (“Borrower”), and Guaranteed on a Non-Recourse Basis by the Alevy Descendants Trust Number 1, Yaakov Greenspan, co-trustee (“Key Principal”) – Fannie Mae Loan No. [REDACTED] 3617

**Demand and Notice Pursuant to Nevada Revised Statutes (“NRS”) 107A.270**

Dear Borrower and Key Principal:

This firm has been retained by Fannie Mae in connection with the above-referenced matter. Reference is made to that certain Multifamily Note, dated November 2, 2017, in the original principal amount of \$29,000,000.00 from Borrower as maker to Original Lender and evidencing the Loan (the “Note”). The Loan and the obligations of Borrower under the Note and other loan documents are secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (“Security Instrument”), dated of even date with the Note, made by Borrower as trustor, to First American Title, as trustee, for the benefit of Original Lender, recorded in the Official Records of Clark County, Nevada (the “Official Records”), on November 3, 2017, in Book 20171103, as Instrument No. 0001307. Original Lender assigned its interest in the Security Instrument and Note to Fannie Mae pursuant to, among other documents, that certain Assignment Security Instrument, dated as of November 2, 2017, and recorded in the Official Records on November 3, 2017 in Book 20171103, as Instrument No. 0001308.

# Snell & Wilmer LLP


Westland Liberty Village LLC  
Alevy Descendants Trust Number 1  
December 17, 2019  
Page 2

This letter constitutes written notice pursuant to Nevada Revised Statutes (as amended, "NRS") § 107A.270 that Lender is entitled to be paid the proceeds of any and all "Rents" (as defined in the Security Instrument) from or for the real property collateral encumbered by the lien of the Security Instrument, as expressly set forth in Section 3 of the Security Instrument. Lender hereby makes written demand pursuant to NRS § 107A.270 that Borrower pay over to Lender, in care of the Servicer for the Loan, SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation, the proceeds of any and all such Rents from or for such real property collateral. Such "Rents" include, without limitation, those which have accrued but remain unpaid as of the date upon which you receive this letter or which accrue on or after that date. Without limiting the foregoing, the revocable license granted to Borrower pursuant to Section 3(b) of the Security Instrument is hereby revoked and terminated as of the date on which Borrower receives this letter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Snell & Wilmer LLP



Mandy S. Shavinsky

cc: John W. Hofsaess, Esq. (john.h@westlandREG.com)  
Carol King (Fannie Mae) (carol\_king@fanniemae.com)  
Chelo Carter, Esq. (Fannie Mae) (chelo\_carter@fanniemae.com)  
Kyla Whittington (Fannie Mae) (kylanerta\_whittington@fanniemae.com)  
Lorna E. Coleman (Fannie Mae) (lorna\_e\_colman@fanniemae.com)  
Lisa R. Holmes (Fannie Mae) (lisa\_r\_holmes@fanniemae.com)  
Joe E. Greenhaw, Jr. (Servicer) (joe.greenhaw@suntrust.com)



**Snell & Wilmer**  
— L.L.P. —  
LAW OFFICES

Hughes Center  
3883 Howard Hughes Parkway  
Suite 1100  
Las Vegas, Nevada 89169-5958  
702.784.5200  
www.swlaw.com

Mandy S. Shavinsky  
702.784.5229  
mshavinsky@swlaw.com

December 17, 2019

**Via Certified Mail – Return Receipt Requested**

Westland Village Square LLC  
520 West Willow Street  
Long Beach, California 90806

Alevy Descendants Trust Number 1  
c/o Yaakov Greenspan, Co-Trustee  
520 West Willow Street  
Long Beach, California 90806

Re: Multifamily Loan in the Original Principal Amount of \$9,366,000.00 (the “Loan”) by SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation (“Original Lender”), predecessor-in-interest to Fannie Mae (“Fannie Mae”), to Westland Village Square LLC, a Nevada limited liability company, successor-in-interest to Shamrock Properties VI LLC, a Delaware limited liability company (“Borrower”), and Guaranteed on a Non-Recourse Basis by the Alevy Descendants Trust Number 1, Yaakov Greenspan, Co-Trustee (“Key Principal”) – Fannie Mae Loan No. [REDACTED] 3618

**Demand and Notice Pursuant to Nevada Revised Statutes (“NRS”) 107A.270**

Dear Borrower and Key Principal:

This firm has been retained by Fannie Mae in connection with the above-referenced matter. Reference is made to that certain Multifamily Note, dated November 2, 2017, in the original principal amount of \$9,366,000.00 from Borrower as maker to Original Lender and evidencing the Loan (the “Note”). The Loan and the obligations of Borrower under the Note and other loan documents are secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (“Security Instrument”), dated of even date with the Note, made by Borrower as trustor, to First American Title, as trustee, for the benefit of Original Lender, recorded in the Official Records of Clark County, Nevada (the “Official Records”), on November 3, 2017, in Book 20171103, as Instrument No. 0001292. Original Lender assigned its interest in the Security Instrument and Note to Fannie Mae pursuant to, among other documents, that certain Assignment Security Instrument, dated as of November 2, 2017, and recorded in the Official Records on November 3, 2017 in Book 20171103, as Instrument No. 0001293.

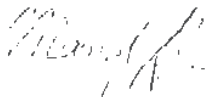
Westland Village Square LLC  
Alevy Descendants Trust Number 1  
December 17, 2019  
Page 2

This letter constitutes written notice pursuant to Nevada Revised Statutes (as amended, “NRS”) § 107A.270 that Lender is entitled to be paid the proceeds of any and all “Rents” (as defined in the Security Instrument) from or for the real property collateral encumbered by the lien of the Security Instrument, as expressly set forth in Section 3 of the Security Instrument. Lender hereby makes written demand pursuant to NRS § 107A.270 that Borrower pay over to Lender, in care of the Servicer for the Loan, SunTrust Bank, a Georgia banking corporation, now Truist Bank, a North Carolina banking corporation, the proceeds of any and all such Rents from or for such real property collateral. Such “Rents” include, without limitation, those which have accrued but remain unpaid as of the date upon which you receive this letter or which accrue on or after that date. Without limiting the foregoing, the revocable license granted to Borrower pursuant to Section 3(b) of the Security Instrument is hereby revoked and terminated as of the date on which Borrower receives this letter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Snell & Wilmer L.L.P.



Mandy S. Shavinsky

cc: John W. Hofsaess, Esq. (john.h@westlandREG.com)  
Carol King (Fannie Mae) (carol\_king@fanniemae.com)  
Chelo Carter, Esq. (Fannie Mae) (chelo\_carter@fanniemae.com)  
Kyla Whittington (Fannie Mae) (kylancrta\_whittington@fanniemae.com)  
Lorna E. Coleman (Fannie Mae) (lorna\_e\_colman@fanniemae.com)  
Lisa R. Holmes (Fannie Mae) (lisa\_r\_holmes@fanniemae.com)  
Joe E. Greenhaw, Jr. (Servicer) (joe.greenhaw@suntrust.com)

**EXHIBIT 15 - Liberty Village Notice of  
Default and Election to Sell under Deed of  
Trust**

**EXHIBIT 15 - Liberty Village Notice of  
Default and Election to Sell under Deed of  
Trust**



Inst #: 20200714-0001254  
Fees: \$292.00  
07/14/2020 08:54:55 AM  
Receipt #: 4132781  
Requestor:  
First American Title Insur  
Recorded By: CHSHD Pgs: 3  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

APN#s: 140-08-710-161, 140-08-711-273 and 140-08-712-289

**When recorded mail to:**

First American Title Insurance Company  
4380 La Jolla Drive, Suite 110  
San Diego, CA 92122

Order No. 5002532-NCS-1003660-SD

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**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

That **First American Title Insurance Company, a Nebraska corporation**, is the duly appointed trustee ("**Trustee**") under a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 2, 2017, made by SHAMROCK PROPERTIES VI LLC, a Nevada limited liability company, as trustor (the "**Original Trustor**") to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee for the benefit of SUNTRUST BANK, a Georgia corporation, now Truist Bank, a North Carolina corporation, as the original beneficiary (the "**Original Beneficiary**"), recorded in the Official Records of Clark County, Nevada (the "**Official Records**"), on November 3, 2017, in Book 20171103 as Instrument No. 0001307 (as the same may have been amended, the "**Deed of Trust**"). The beneficial interest in the Deed of Trust was assigned by the Original Beneficiary to FANNIE MAE (the "**Current Beneficiary**"), pursuant to an Assignment Security Instrument and Note, dated as of November 2, 2017, and recorded in the Official Records on November 3, 2017 in Book 20171103 as Instrument No. 0001308 and securing, among other obligations, a Multifamily Note, dated as of November 2, 2017, from Original Trustor to Original Beneficiary in the original principal amount of \$29,000,000.00 (as amended, the "**Note**," and together with the Deed of Trust and the other agreements, assignments and instruments evidencing and/or securing the Note and the obligations of the Original Trustor thereunder, the "**Loan Documents**"). The obligations under the Note were assigned by Original Trustor to WESTLAND LIBERTY VILLAGE LLC, a Nevada limited liability company ("**Current Trustor**"), pursuant to an Assumption and Release Agreement, dated as of August 29, 2018, and recorded in the Official Records on August 30, 2018 in Book 20180830 as Instrument No. 0002686.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that the Current Trustor has failed to maintain the mortgaged property and failed to increase reserves pursuant to the Loan Documents, causing the balance due under the Note to be accelerated. Additional accrued interest, late charges and other costs and fees are also due and payable with respect to the obligations secured by the Deed of Trust.

1

Liberty Village Apartments - Las Vegas, Nevada - Notice of Default and Election to Sell

4818-2700-8692.3

2

APP1317

That by reason thereof, the undersigned, Current Beneficiary has delivered notice of said default to said duly appointed Trustee under such Deed of Trust, and all documents evidencing the obligations secured thereby and, subject to Nevada Revised Statutes ("NRS") Section 107.080, has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Furthermore, the Current Beneficiary herein elects to conduct a unified foreclosure sale pursuant to the provisions of the Nevada Uniform Commercial Code (NRS Chapter 104) and to include in the non-judicial foreclosure of the estate described in this Notice of Default all personal property and fixtures described in the Deed of Trust and in any other instruments executed in favor of the Current Beneficiary. Current Beneficiary reserves the right to revoke its election as to some or all of the personal property and/or fixtures, or to add additional personal property and/or fixtures to the elections herein expressed, at Current Beneficiary's sole election from time to time and to any time until the consummation of the Trustee's Sale to be conducted pursuant to the Deed of Trust and this Notice of Default and Election to Sell.

#### **NOTICE**

**YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT SECTION WITHOUT REQUIRING PAYMENT OF THAT PORTION OF PRINCIPAL AND INTEREST WHICH WOULD NOT BE DUE HAD NO DEFAULT OCCURRED. WHERE REINSTATEMENT IS POSSIBLE, IF THE DEFAULT IS NOT CURED WITHIN 35 DAYS FOLLOWING THE RECORDING AND MAILING TO CURRENT TRUSTOR OR CURRENT TRUSTOR'S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT WILL TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.**

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the servicer of the obligations secured by the Deed of Trust for the Current Beneficiary, whose name and address as of the date of this notice is:

Truist Bank  
8330 Boone Boulevard, Suite 700  
Vienna, VA 22182  
Attn: Joe E. Greenhaw  
913-732-5249

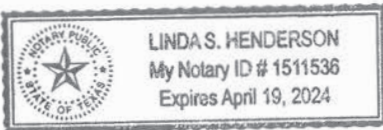
Dated this 8 day of July, 2020

FANNIE MAE

By: [Signature]  
Name: Roy E. Miller  
Title: Assistant Vice President

STATE OF Texas )  
COUNTY OF Collin ) SS.

This instrument was acknowledged before me, a notary public, on July 8<sup>th</sup>, 2020, by Roy E. Miller, as AVP of FANNIE MAE.



[Signature]  
Notary Public



**EXHIBIT 16 - Village Square Notice of  
Default and Election to Sell under Deed of  
Trust**

**EXHIBIT 16 - Village Square Notice of  
Default and Election to Sell under Deed of  
Trust**

Inst #: 20200714-0001255  
Fees: \$292.00  
07/14/2020 08:54:55 AM  
Receipt #: 4132781  
Requestor:  
First American Title Insur  
Recorded By: CHSHD Pgs: 3  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

APN#s: 140-08-702-002 and 140-08-702-003

**When recorded mail to:**

First American Title Insurance Company  
4380 La Jolla Drive, Suite 110  
San Diego, CA 92122

Order No. 5002532-NCS-1003652-SD

---

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

That **First American Title Insurance Company, a Nebraska corporation**, is the duly appointed trustee ("**Trustee**") under a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 2, 2017, made by SHAMROCK PROPERTIES VI LLC, a Nevada limited liability company, as trustor (the "**Original Trustor**") to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee for the benefit of SUNTRUST BANK, a Georgia corporation, now Truist Bank, a North Carolina corporation, as the original beneficiary (the "**Original Beneficiary**"), recorded in the Official Records of Clark County, Nevada (the "**Official Records**"), on November 3, 2017, in Book 20171103 as Instrument No. 0001292 (as the same may have been amended, the "**Deed of Trust**"). The beneficial interest in the Deed of Trust was assigned by the Original Beneficiary to FANNIE MAE (the "**Current Beneficiary**"), pursuant to an Assignment Security Instrument and Note, dated as of November 2, 2017, and recorded in the Official Records on November 3, 2017 in Book 20171103 as Instrument No. 0001293 and securing, among other obligations, a Multifamily Note, dated as of November 2, 2017, from Original Trustor to Original Beneficiary in the original principal amount of \$9,366,000.00 (as amended, the "**Note**," and together with the Deed of Trust and the other agreements, assignments and instruments evidencing and/or securing the Note and the obligations of the Original Trustor thereunder, the "**Loan Documents**"). The obligations under the Note were assigned by Original Trustor to WESTLAND VILLAGE SQUARE LLC, a Nevada limited liability company ("**Current Trustor**"), pursuant to an Assumption and Release Agreement, dated as of August 29, 2018, and recorded in the Official Records on August 30, 2018 in Book 20180830 as Instrument No. 0002653.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that the Current Trustor has failed to maintain the mortgaged property and failed to increase reserves pursuant to the Loan Documents, causing the balance due under the Note to be accelerated. Additional accrued interest, late charges and other costs and fees are also due and payable with respect to the obligations secured by the Deed of Trust.

1

Village Square Apartments - Las Vegas, Nevada - Notice of Default and Election to Sell

4847-7370-3860.3

2

APP1321

That by reason thereof, the undersigned, Current Beneficiary has delivered notice of said default to said duly appointed Trustee under such Deed of Trust, and all documents evidencing the obligations secured thereby and, subject to Nevada Revised Statutes ("NRS") Section 107.080, has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Furthermore, the Current Beneficiary herein elects to conduct a unified foreclosure sale pursuant to the provisions of the Nevada Uniform Commercial Code (NRS Chapter 104) and to include in the non-judicial foreclosure of the estate described in this Notice of Default all personal property and fixtures described in the Deed of Trust and in any other instruments executed in favor of the Current Beneficiary. Current Beneficiary reserves the right to revoke its election as to some or all of the personal property and/or fixtures, or to add additional personal property and/or fixtures to the elections herein expressed, at Current Beneficiary's sole election from time to time and to any time until the consummation of the Trustee's Sale to be conducted pursuant to the Deed of Trust and this Notice of Default and Election to Sell.

#### **NOTICE**

**YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT SECTION WITHOUT REQUIRING PAYMENT OF THAT PORTION OF PRINCIPAL AND INTEREST WHICH WOULD NOT BE DUE HAD NO DEFAULT OCCURRED. WHERE REINSTATEMENT IS POSSIBLE, IF THE DEFAULT IS NOT CURED WITHIN 35 DAYS FOLLOWING THE RECORDING AND MAILING TO CURRENT TRUSTOR OR CURRENT TRUSTOR'S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT WILL TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.**

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the servicer of the obligations secured by the Deed of Trust for the Current Beneficiary, whose name and address as of the date of this notice is:

Truist Bank  
8330 Boone Boulevard, Suite 700  
Vienna, VA 22182  
Attn: Joe E. Greenhaw  
913-732-5249

Dated this 8 day of July, 2020

2

Village Square Apartments - Las Vegas, Nevada - Notice of Default and Election to Sell

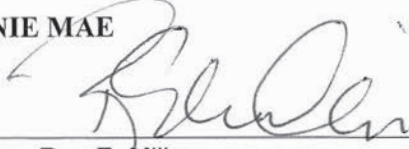
4847-7370-3860.3

3

**APP1322**

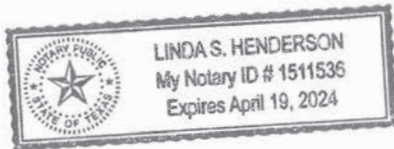


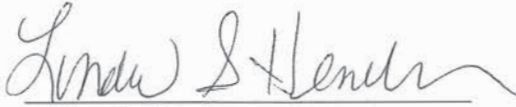
FANNIE MAE

By:   
Name: Roy E. Miller  
Title: Assistant Vice President

STATE OF Texas )  
COUNTY OF Collin ) SS.

This instrument was acknowledged before me, a notary public, on July 8, 2020, by Roy E. Miller, as AVP of FANNIE MAE.



  
Notary Public



CASE NO: A-20-819412-C  
Department 4

Nathan G. Kanute, Esq.  
Nevada Bar No. 12413  
David L. Edelblute, Esq.  
Nevada Bar No. 14049  
SNELL & WILMER L.L.P.  
3883 Howard Hughes Parkway, Suite 1100  
Las Vegas, NV 89169  
Telephone: (702) 784-5200  
Facsimile: (702) 784-5252  
Email: nkanute@swlaw.com  
dedelblute@swlaw.com

*Attorneys for Plaintiff Federal National Mortgage Association*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC and  
WESTLAND VILLAGE SQUARE, LLC,

Defendants.

Case No.

Dept No.

**VERIFIED COMPLAINT**

**ARBITRATION EXEMPTION  
REQUESTED: EQUITABLE RELIEF  
SOUGHT**

**VERIFIED COMPLAINT**

Plaintiff Federal National Mortgage Association ("Plaintiff" of "Fannie Mae") brings this Verified Complaint (the "Complaint") against Westland Liberty Village, LLC ("Liberty Village LLC") and Westland Village Square, LLC ("Village Square LLC") (collectively, "Defendants") and alleges as follows:

**I. PARTIES, JURISDICTION AND VENUE**

1. Plaintiff is a federally chartered corporation that lawfully conducts business in Nevada.
2. Defendant Liberty Village LLC is a Nevada limited-liability company authorized to conduct business in the State of Nevada.
3. Defendant Village Square LLC is a Nevada limited-liability company authorized to conduct business in the State of Nevada.

4846-2338-7574

Snell & Wilmer  
LLP  
LAW OFFICES  
50 West Liberty Street, Suite 510  
Reno, Nevada 89501  
775.785.5440



1           4.       The real and personal property that is the subject matter of this Complaint is located  
2 in Clark County, Nevada, and certain acts and events given rise to Plaintiff's claims are based upon  
3 Defendants' conduct that occurred in Clark County, Nevada. In addition, Defendants expressly  
4 agreed to jurisdiction and venue with this Court in the loan documents which are the subject of  
5 this action.

6           5.       The Court otherwise has subject matter jurisdiction over this matter and personal  
7 jurisdiction over Defendants.

8           6.       This Court is the appropriate venue for this lawsuit pursuant to NRS § 13.010.

## 9                               II.     GENERAL ALLEGATIONS

### 10          A.     The Loan Documents and Related Agreements

#### 11               i.     Village Square Loan

12           7.       On or about November 2, 2017, Shamrock Properties VII LLC ("Shamrock VII"),  
13 as predecessor-in-interest to Village Square LLC, and SunTrust Bank ("SunTrust"), as  
14 predecessor-in-interest to Plaintiff, executed a Multifamily Loan and Security Agreement  
15 ("Village Square Loan Agreement") setting forth the terms and obligations of the parties with  
16 respect to a mortgage loan in the amount of \$9,366,000.00. A true and correct copy of the Village  
17 Square Loan Agreement is attached as **Exhibit 1**.

18           8.       On or about November 2, 2017, Shamrock VII executed a Multifamily Note  
19 ("Village Square Note") in favor of SunTrust in the original principal amount of \$9,366,000.00,  
20 together with interest as detailed therein. A true and correct copy of the Village Square Note is  
21 attached as **Exhibit 2**.

22           9.       On or about November 2, 2017, Shamrock VII entered into a Multifamily Deed of  
23 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Village Square  
24 Deed of Trust") to secure, among other things, repayment of the indebtedness under the Village  
25 Square Note. The Village Square Deed of Trust was recorded with the Clark County Recorder on  
26 November 3, 2017. The Village Square Deed of Trust encumbers, among other things, certain real  
27 and personal property more specifically defined therein as the "Mortgaged Property" (hereinafter,  
28 the "Village Square Property"). The Village Square Property includes an apartment complex

1 known as the "Village Square Apartments" located at 5025 Nellis Oasis Lane, Las Vegas, Nevada  
2 89115 and situated on the real property described in Exhibit A of the Village Square Deed of Trust.  
3 A true and correct copy of the Village Square Deed of Trust is attached as **Exhibit 3**.

4 10. Collectively, the Village Square Loan Agreement, the Village Square Note, the  
5 Village Square Deed of Trust, and the documents related thereto are hereinafter referred to as the  
6 "Village Square Loan Documents".

7 11. The Village Square Loan Documents were assigned by SunTrust to Plaintiff. As  
8 evidence of that assignment, on November 3, 2017, an Assignment of Security Instruments from  
9 SunTrust to Plaintiff was recorded with the Clark County Recorder wherein SunTrust assigned  
10 and conveyed its rights in the Village Square Property and its rights and interests under the Village  
11 Square Deed of Trust to Plaintiff. A true and correct copy of the Assignment of Security Instrument  
12 is attached as **Exhibit 4**.

13 12. On August 29, 2018, Shamrock VII, as transferor, and Ellen Weinstein  
14 ("Weinstein"), as original guarantor, and Village Square LLC, as transferee, and Alevy  
15 Descendants Trust Number 1 ("Alevy Trust"), as new guarantor, executed an Assumption and  
16 Release Agreement ("Village Square Assumption"). Pursuant to the Village Square Assumption,  
17 Village Square LLC and Alevy Trust assumed all of the obligations of Shamrock VII and  
18 Weinstein under the Village Square Loan Documents. A true and correct copy of the Village  
19 Square Assumption is attached as **Exhibit 5**.

20 **ii. Liberty Village Loan**

21 13. On or about November 2, 2017, Shamrock Properties VI LLC ("Shamrock VI"), as  
22 predecessor-in-interest to Liberty Village LLC, and SunTrust Bank ("SunTrust"), as predecessor-  
23 in-interest to Plaintiff, executed a Multifamily Loan and Security Agreement ("Liberty Village  
24 Loan Agreement") setting forth the terms and obligations of the parties with respect to a mortgage  
25 loan in the amount of \$29,000,000.00. The Liberty Village Loan Agreement has been amended  
26 six times relating to repairs that were required to restore the Liberty Village Property, as defined  
27 below, after two different events that damaged the property. A true and correct copy of the Liberty  
28

1 Village Loan Agreement along with the six amendments thereto are attached collectively as  
2 **Exhibit 6.**

3 14. On or about November 2, 2017, Shamrock VI executed a Multifamily Note  
4 (“Liberty Village Note”) in favor of SunTrust in the original principal amount of \$29,000,000.00,  
5 together with interest as detailed therein. A true and correct copy of the Liberty Village Note is  
6 attached as **Exhibit 7.**

7 15. On or about November 2, 2017, Shamrock VI entered into a Multifamily Deed of  
8 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (“Liberty Village  
9 Deed of Trust”) to secure, among other things, repayment of the indebtedness under the Liberty  
10 Village Note. The Liberty Village Deed of Trust was recorded with the Clark County Recorder  
11 on November 3, 2017. The Liberty Village Deed of Trust encumbers, among other things, certain  
12 real and personal property more specifically defined therein as the “Mortgaged Property”  
13 (hereinafter, the “Liberty Village Property”). The Liberty Village Property includes an apartment  
14 complex known as the “Liberty Village Apartments” located at 4807 Nellis Oasis Lane, Las Vegas,  
15 Nevada 89115 and situated on the real property described in Exhibit A of the Liberty Village Deed  
16 of Trust. A true and correct copy of the Liberty Village Deed of Trust is attached as **Exhibit 8.**

17 16. Collectively, the Liberty Village Loan Agreement, the Liberty Village Note, the  
18 Liberty Village Deed of Trust, and the documents related thereto are hereinafter referred to as the  
19 “Liberty Village Loan Documents”.

20 17. The Liberty Village Loan Documents were assigned by SunTrust to Plaintiff. As  
21 evidence of that assignment, on November 3, 2017, an Assignment of Security Instruments from  
22 SunTrust to Plaintiff was recorded with the Clark County Recorder wherein SunTrust assigned  
23 and conveyed its rights in the Liberty Village Property and its rights and interests under the Liberty  
24 Village Deed of Trust to Plaintiff. A true and correct copy of the Assignment of Security  
25 Instrument is attached as **Exhibit 9.**

26 18. On or about August 29, 2018, Shamrock VI, as transferor, and Weinstein, as  
27 original guarantor, and Liberty Village LLC, as transferee, and Alevy Trust, as new guarantor,  
28 executed an Assumption and Release Agreement (“Liberty Village Assumption”). Pursuant to the

1 Liberty Village Assumption, Liberty Village LLC and Alevy Trust assumed all of the obligations  
2 of Shamrock VI and Weinstein under the Liberty Village Loan Documents. A true and correct  
3 copy of the Liberty Village Assumption is attached as **Exhibit 10**.

4 **B. Plaintiff's Rights Under the Loan Documents**

5 19. Pursuant to the terms of the Village Square Deed of Trust and Liberty Village Deed  
6 of Trust, the Plaintiff has a lien in, on, and to, among other things, the "Mortgaged Property"  
7 specifically defined therein, which includes, without limitation: (i) the "Land;" (ii) the  
8 "Improvements", "Fixtures", and "Personalty;" (iii) all "Rents" and "Leases;" and (iv) any and all  
9 other property interests and rights related to the Village Square Property and Liberty Village  
10 Property, as more particularly described in the Village Square Deed of Trust and Liberty Village  
11 Deed of Trust.

12 20. Pursuant to § 3(a) of the Village Square Deed of Trust and Liberty Village Deed of  
13 Trust, Defendant made an absolute and unconditional assignment and transfer to Plaintiff of all  
14 "Leases and Rents" from the Village Square Property and Liberty Village Property, respectively.  
15 Under § 3(b) of the Village Square Deed of Trust and Liberty Village Deed of Trust, Defendants  
16 were granted a revocable license to collect the "Rents" until the occurrence of an "Event of  
17 Default" under the Village Square Loan Documents or Liberty Village Loan Documents, at which  
18 time such license automatically terminated.

19 21. Pursuant to § 3(e) of the Village Square Deed of Trust and Liberty Village Deed of  
20 Trust, upon an "Event of Default," Plaintiff has the right to seek the appointment of a receiver.  
21 Specifically, the Village Square Deed of Trust and Liberty Village Deed of Trust each provide:

22 ... regardless of the adequacy of [Plaintiff's] security or Borrower's  
23 solvency, and without the necessity of giving prior notice (oral or  
24 written) to Borrower, [Plaintiff] may apply to any court having  
25 jurisdiction for the appointment of a receiver for the Mortgaged  
26 Property to take any or all of the actions set forth in Section 3. If  
27 [Plaintiff] elects to seek the appointment of a receiver for the  
28 Mortgaged Property at any time after an Event of Default has  
occurred and is continuing, Borrower, by its execution of this  
Security Instrument, expressly consents to the appointment of such  
receiver, including the appointment of a receiver *ex parte*, if  
permitted by applicable law. Borrower consents to shortened time  
consideration of a motion to appoint a receiver.

1 Village Square Deed of Trust, Exhibit 3, at § 3(e); Liberty Village Deed of Trust, Exhibit 8, at  
2 § 3(e).

3 **C. Defendants' Defaults Under the Loan Documents**

4 22. Section 13.02(a)(4) of the Village Square Loan Agreement and Liberty Village  
5 Loan Agreement states:

6 "Lender may, upon thirty (30) days' prior written notice to Borrower,  
7 require an additional deposit(s) to the Replacement Reserve Account  
8 or Repairs Escrow Account, or an increase in the amount of the  
9 Monthly Replacement Reserve Deposit, if Lender determines that the  
10 amounts on deposit in either the Replacement Reserve Account or  
11 the Repairs Escrow Account are not sufficient to cover the costs for  
12 Required Repairs or Required Replacements or, pursuant to the terms  
13 of Section 13.02(a)(9), not sufficient to cover the costs for Borrower  
14 Requested Repairs, Additional Lender Repairs, Borrower Requested  
15 Replacements, or Additional Lender Replacements. Borrower's  
16 agreement to complete the Replacements or Repairs as required by  
17 this Loan Agreement shall not be affected by the insufficiency of any  
18 balance in the Replacement Reserve Account or the Repairs Escrow  
19 Account, as applicable."

20 See Exhibit 1 at p. 61; Exhibit 6 at p. 61.

21 23. On September 9, 2019—September 11, 2019, Plaintiff hired a consultant (f3,  
22 Incorporated or "f3") to conduct a Property Condition Assessment ("PCA") of the Liberty Village  
23 Property and Village Square Property. f3's PCAs provided detailed descriptions of certain  
24 deficiencies at the Liberty Village Property and Village Square Property. True and correct copies  
25 of the PCAs are attached as Exhibit 11.

26 24. On October 18, 2019, SunTrust, on behalf of Plaintiff, provided Defendants with a  
27 Notice of Demand referencing the PCAs and demanding that Defendants cure the deficiencies  
28 provided in the PCAs and in accordance with Defendants' obligations under the Agreements by:  
(i) immediately implementing corrective actions to undertake repairs to the Liberty Village  
Property and Village Square Property; (ii) depositing \$1,753,145.00 into the Repair Escrow  
Account pursuant to Section 13.02(a)(4) of the Liberty Village Loan Agreement and Village  
Square Loan Agreement; and (iii) to provide an additional \$8,160.00 per month under the Monthly  
Replacement Reserve Deposit, totaling a new obligation of \$26,760.00 per month, to cover the



1 insufficient funds in the Replacement Reserve Account and Repairs Escrow Account. A true and  
2 correct copy of the Notice of Demand, dated October 18, 2019, is attached as **Exhibit 12**.

3 25. Defendants rejected Plaintiff's demand for additional deposits.

4 26. On December 17, 2019, and after the period for Defendants' opportunity to cure its  
5 defaults, Plaintiff provided Liberty Village LLC and Village Square LLC, and each of them, with  
6 a Notice of Default and Acceleration of Note ("Default and Acceleration") due to Defendants'  
7 failures to cure the defaults previously noticed in Plaintiff's Notice of Demand. True and correct  
8 copies of the Default and Accelerations are attached as **Exhibit 13**.

9 27. The Default and Accelerations provided notice that Defendants were in default of  
10 their obligations under the Agreements for: (i) failing to maintain Liberty Village and Village  
11 Square in accordance with Article 6 of the Agreements; and (ii) failing to comply with Plaintiff's  
12 request to increase the Replacement Reserve Account in accordance with Section 13.02(a)(4) of  
13 the Liberty Village Loan Agreement and Village Square Loan Agreement. Defendants' inactions  
14 constituted an "Event of Default" pursuant to Section 14.01 of the Liberty Village Loan Agreement  
15 and Village Square Loan Agreement and, pursuant to its rights under the Liberty Village Loan  
16 Agreement and Village Square Loan Agreement, Plaintiff demanded that Defendants immediately  
17 pay, in full, the unpaid principal balance of the Liberty Village Note and Village Square Note. *Id.*

18 28. Section 14.01 of the Liberty Village Loan Agreement and Village Square Loan  
19 Agreement state, in part, that:

20 "(a) **Automatic Events of Default.** Any of the following shall  
21 constitute an automatic Event of Default: (1) any failure by Borrower  
22 to pay or deposit when due any amount required by the Note, this  
Loan Agreement or any other Loan Document . . ."

23 -and-

24 "(b) **Events of Default Subject to a Specified Cure Period.** Any  
25 of the following shall constitute an Event of Default subject to the  
26 cure period set forth in the Loan Documents: . . . (4) any failure by  
27 Borrower to perform any obligations under this Loan Agreement or  
any Loan Document that is subject to a specified written notice and  
cure period, which failure continues beyond such specified written  
Document."

28 See **Exhibit 1** at p. 68-69; **Exhibit 6** at p. 68-69.

1           29. On December 17, 2019, Plaintiff provided Defendants its Demand and Notice  
2 Pursuant to Nevada Revised Statutes (“NRS”) 107 A.270 (“Demand for Rents”) for Liberty  
3 Village and Village Square to provide written notice pursuant to NRS 107 A.270 that Plaintiff is  
4 entitled to be paid the proceeds of any and all “Rents” (as defined in Liberty Village Deed of  
5 Trust and Village Square Deed of Trust, respectively) and to demand that Defendants pay to  
6 Plaintiff all rents accrued and unpaid as of December 17, 2019. The Demands for Rents further  
7 revoked and terminated the Defendants’ license to collect the “Rents” under the Liberty Village  
8 Deed of Trust and Village Square Deed of Trust, consistent with Plaintiff’s rights thereunder.  
9 True and correct copies of the Demands for Rents are attached as **Exhibit 14**.

10           30. Section 7.02(c) **Payment of Rents** provides that: “Borrower shall: (1) pay to  
11 Lender upon demand all Rents after an Event of Default has occurred and is continuing . . .” See  
12 **Exhibit 1**, p. 32; **Exhibit 6**, p. 32.

13           31. As of the date of this filing, Defendants have failed to pay the balance of the Liberty  
14 Village Note and Village Square Note as required under the Liberty Village Loan Agreement and  
15 Village Square Loan Agreement due to their continued default. Defendants’ outstanding  
16 obligations continue to incur fees, costs, and interest to the detriment of Plaintiff.

17           32. Plaintiff needs a receiver to protect the Liberty Village Property and Village Square  
18 Property from danger of waste, loss, dissipation, or impairment. Unless a receiver is appointed,  
19 the Liberty Village Property and Village Square Property may be significantly damaged or  
20 devalued, depriving Plaintiff of a substantial part of its security as provided for in the Agreements.

21           33. Pursuant to its rights under the Liberty Village Deed of Trust, on July 14, 2020,  
22 Plaintiff recorded a “Notice of Default and Election to Sell Under Deed of Trust” in Clark  
23 County, Nevada for the Liberty Village Property. A true and correct copy of the Liberty Village  
24 Notice of Default is attached as **Exhibit 15**.

25           34. Pursuant to its rights under the Village Square Deed of Trust, on July 14, 2020,  
26 Plaintiff recorded a “Notice of Default and Election to Sell Under Deed of Trust” in Clark  
27 County, Nevada for the Village Square Property. A true and correct copy of the Village Square  
28 Notice of Default is attached as **Exhibit 16**.







1 default. In addition, Plaintiff has provided written demand to Defendants to turn over the rents  
2 from the Liberty Village Property and Village Square Property. Upon information and belief,  
3 Defendants have turned over some rents to the servicer of the loan, however, they continue to  
4 receive rents from the Liberty Village Property and Village Square Property.

5 51. Unless a receiver is appointed, Plaintiff may lose its right to rents and otherwise  
6 may be deprived of a part of the security provided for in the Liberty Village Loan Documents and  
7 Village Square Loan Documents

8 52. Plaintiff has no adequate remedy at law to enforce its rights and, unless granted the  
9 relief as prayed for herein, will suffer irreparable injury.

10 53. Plaintiff has been required to retain the services of an attorney and is entitled to its  
11 expenses, and reasonable attorneys' fees and costs.

12 WHEREFORE, Plaintiff prays for relief as follows:

- 13 (a) For specific performance of the receivership and assignment of rents provisions  
14 contained in the Liberty Village Deed of Trust and Village Square Deed of Trust;
- 15 (b) For an order appointing a receiver and allowing the receiver, after taking  
16 possession of Liberty Village and Village Square, to perform such duties as set  
17 forth in the order appointing a receiver;
- 18 (c) For Plaintiff's reasonable attorneys' fees and costs incurred for bringing this action;  
19 and
- 20 (d) For such other and further relief as the Court may deem just and appropriate.

21 **AFFIRMATION**

22 Pursuant to NRS 239B.030, the undersigned hereby certify that the foregoing document  
23 does not contain the social security number of any person.  
24  
25  
26  
27  
28

1 Dated: August 12, 2020

SNELL & WILMER L.L.P.

2  
3 By:

  
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9 *Attorneys for Plaintiff Federal National*  
10 *Mortgage Association*

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VERIFICATION

I, James Noakes, declare under penalty of perjury the following:

I am a Senior Asset Manager for Plaintiff Federal National Mortgage Association, a federally chartered corporation. I have read the foregoing Verified Complaint, know the contents thereof, and verify that the pleading is true of my own knowledge, except as to those matters stated on information and belief, and that as to such matters I believe such to be true.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 31st day in July, 2020 in Collin Co, Texas.

  
James Noakes, Authorized Agent



**AACC**

JOHN BENEDICT, ESQ.  
Nevada Bar No. 005581

**LAW OFFICES OF JOHN BENEDICT**

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Attorneys for Defendants/Counterclaimants/  
Third Party Plaintiffs Westland Liberty Village,  
LLC & Westland Village Square LLC

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CASE NO. A-20-819412-C

DEPT NO. 4

**ANSWER TO PLAINTIFF'S  
COMPLAINT, COUNTERCLAIM  
AND THIRD PARTY COMPLAINT**

**EXEMPTION FROM  
ARBITRATION:  
Title to Real Property and Declaratory  
Relief requested via Counterclaim**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC and  
WESTLAND VILLAGE SQUARE, LLC,

Defendants.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Counterclaimants,

vs.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a federally-chartered  
corporation,

Counter-Defendant.

1 WESTLAND LIBERTY VILLAGE, LLC, a  
2 Nevada Limited Liability Company; and  
3 WESTLAND VILLAGE SQUARE, LLC, a  
4 Nevada Limited Liability Company,

5 Third Party Plaintiffs,

6 vs.

7 GRANDBRIDGE REAL ESTATE CAPITAL,  
8 LLC, a North Carolina Limited Liability  
9 Company,

10 Third Party Defendant.

11 **ANSWER**

12 Defendants, Westland Liberty Village, LLC (“Liberty LLC”) and Westland Village  
13 Square, LLC (“Square LLC” and in combination with Liberty LLC, “Defendants” or “Westland”),  
14 by and through their counsel of record, the Law Offices of John Benedict, answer Plaintiff’s  
15 Verified Complaint, and admits, denies and alleges, as follows:

16 Defendants deny each and every allegation of Plaintiff’s Complaint, except those  
17 allegations that are specifically admitted, qualified, or otherwise answered.

18 **I. PARTIES, JURISDICTION AND VENUE**

19 1. In response to the allegations contained in Paragraph 1 of the Complaint,  
20 Defendants are without knowledge or information sufficient to form a belief as to the truth of the  
21 allegations contained therein, and therefore deny same.

22 2. In response to the allegations contained in Paragraph 2 of the Complaint,  
23 Defendants admit the allegations contained therein.

24 3. In response to the allegations contained in Paragraph 3 of the Complaint,  
25 Defendants admit the allegations contained therein.

26 4. In response to the allegations contained in Paragraph 4 of the Complaint,  
27 Defendants admit the allegations related to the location of the properties and regarding expressly  
28 agreeing to the jurisdiction and venue of this Court, but the remaining allegations are so vague and  
ambiguous that they are unintelligible, and on that based Defendant denies the remaining  
allegations contained therein.

1           5.     In response to the allegations contained in Paragraph 5 of the Complaint,  
2 Defendants admit the allegations contained therein.

3           6.     In response to the allegations contained in Paragraph 6 of the Complaint,  
4 Defendants admit the allegations contained therein.

5           **II.     GENERAL ALLEGATIONS**

6           7.     In response to the allegations contained in Paragraph 7 of the Complaint,  
7 Defendants admit only that the Loan Agreement speaks for itself, and Defendants are without  
8 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
9 contained in paragraph 7 of the Complaint, and therefore deny same.

10          8.     In response to the allegations contained in Paragraph 8 of the Complaint,  
11 Defendants admit only that the Loan Agreement and Note speak for themselves, and Defendants  
12 are without knowledge or information sufficient to form a belief as to the truth of the remaining  
13 allegations contained in paragraph 8 of the Complaint, and therefore deny same.

14          9.     In response to the allegations contained in Paragraph 9 of the Complaint,  
15 Defendants admit only that the Deed of Trust speaks for itself and the address of the real property,  
16 and Defendants are without knowledge or information sufficient to form a belief as to the truth of  
17 the remaining allegations contained in paragraph 9 of the Complaint, and therefore deny same.

18          10.    In response to the allegations contained in Paragraph 10 of the Complaint,  
19 Defendants are not required to answer or respond to the allegations set forth therein because they  
20 lack any substance, but to the extent there is any allegation in Paragraph 10 that requires a response,  
21 such allegation is denied.

22          11.    In response to the allegations contained in Paragraph 11 of the Complaint,  
23 Defendants are without knowledge or information sufficient to form a belief as to the truth of the  
24 allegations contained therein, and therefore deny same.

25          12.    In response to the allegations contained in Paragraph 12 of the Complaint,  
26 Defendants admit only that the Assumption and Release Agreement speaks for itself, and  
27 Defendants are without knowledge or information sufficient to form a belief as to the truth of the  
28 remaining allegations contained in paragraph 12 of the Complaint, and therefore deny same.

1           13. In response to the allegations contained in Paragraph 13 of the Complaint,  
2 Defendants admit only that the Loan Agreement speaks for itself, and Defendants are without  
3 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
4 contained in paragraph 13 of the Complaint, and therefore deny same.

5           14. In response to the allegations contained in Paragraph 14 of the Complaint,  
6 Defendants admit only that the Loan Agreement and Note speak for themselves and Defendants  
7 are without knowledge or information sufficient to form a belief as to the truth of the remaining  
8 allegations contained in paragraph 14 of the Complaint, and therefore deny same.

9           15. In response to the allegations contained in Paragraph 15 of the Complaint,  
10 Defendants admit only that the Deed of Trust speaks for itself, and Defendants are without  
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
12 contained in paragraph 15 of the Complaint, and therefore deny same.

13           16. In response to the allegations contained in Paragraph 16 of the Complaint,  
14 Defendants are not required to answer or respond to the allegations set forth therein because they  
15 lack any substance, but to the extent there is any allegation in Paragraph 16 that requires a response,  
16 such allegation is denied.

17           17. In response to the allegations contained in Paragraph 17 of the Complaint,  
18 Defendants are without knowledge or information sufficient to form a belief as to the truth of the  
19 allegations contained therein, and therefore deny same.

20           18. In response to the allegations contained in Paragraph 18 of the Complaint,  
21 Defendants admit only that the Assumption and Release Agreement speaks for itself, and  
22 Defendants are without knowledge or information sufficient to form a belief as to the truth of the  
23 remaining allegations contained in paragraph 18 of the Complaint, and therefore deny same.

24           19. In response to the allegations contained in Paragraph 19 of the Complaint,  
25 Defendants admit only that each Deed of Trust speaks for itself, and Defendants are without  
26 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
27 contained in paragraph 18 of the Complaint, and therefore deny same.

28



1           20. In response to the allegations contained in Paragraph 20 of the Complaint,  
2 Defendants admit only that each Deed of Trust speaks for itself, and Defendants deny the  
3 remaining allegations contained in paragraph 20 of the Complaint.

4           21. In response to the allegations contained in Paragraph 21 of the Complaint,  
5 Defendants admit only that the quoted text is contained in each Deed of Trust and that each Deed  
6 of Trust speaks for itself, and Defendants deny the remaining allegations contained in paragraph  
7 21 of the Complaint.

8           22. In response to the allegations contained in Paragraph 22 of the Complaint,  
9 Defendants admit only that the quoted texted is contained in each Loan Agreement and that each  
10 Loan Agreement speaks for itself, and Defendants deny the remaining allegations contained in  
11 paragraph 22 of the Complaint.

12           23. In response to the allegations contained in Paragraph 23 of the Complaint,  
13 Defendants admit only that f3 was onsite at each real property purportedly to conduct a Property  
14 Condition Assessment, and Defendants deny the remaining allegations contained in paragraph 23  
15 of the Complaint.

16           24. In response to the allegations contained in Paragraph 24 of the Complaint,  
17 Defendants deny the allegations contained therein.

18           25. In response to the allegations contained in Paragraph 25 of the Complaint,  
19 Defendants deny the allegations contained therein.

20           26. In response to the allegations contained in Paragraph 26 of the Complaint,  
21 Defendants deny the allegations contained therein.

22           27. In response to the allegations contained in Paragraph 27 of the Complaint,  
23 Defendants deny the allegations contained therein.

24           28. In response to the allegations contained in Paragraph 28 of the Complaint,  
25 Defendants admit only that the quoted texted is contained in each Loan Agreement and that each  
26 Loan Agreement speaks for itself, and Defendants deny the remaining allegations contained in  
27 paragraph 28 of the Complaint.

1           29. In response to the allegations contained in Paragraph 29 of the Complaint,  
2 Defendants deny the allegations contained therein.

3           30. In response to the allegations contained in Paragraph 30 of the Complaint,  
4 Defendants admit only that the quoted text is contained in each Loan Agreement and that each  
5 Loan Agreement speaks for itself, and Defendants deny the remaining allegations contained in  
6 paragraph 30 of the Complaint.

7           31. In response to the allegations contained in Paragraph 31 of the Complaint,  
8 Defendants deny the allegations contained therein.

9           32. In response to the allegations contained in Paragraph 32 of the Complaint,  
10 Defendants deny the allegations contained therein.

11           33. In response to the allegations contained in Paragraph 33 of the Complaint,  
12 Defendants deny the allegations contained therein.

13           34. In response to the allegations contained in Paragraph 34 of the Complaint,  
14 Defendants deny the allegations contained therein.

15           **III. CLAIMS FOR RELIEF**

16                           **FIRST CAUSE OF ACTION**

17                                   **(Specific Performance)**

18           35. In response to the allegations contained in Paragraph 35 of the Complaint,  
19 Defendants restate and incorporate by reference their answers to paragraphs 1 through 34 of  
20 Plaintiff's Complaint as if fully set forth herein.

21           36. In response to the allegations contained in Paragraph 36 of the Complaint,  
22 Defendants deny the allegations contained therein.

23           37. In response to the allegations contained in Paragraph 37 of the Complaint,  
24 Defendants deny the allegations contained therein.

25           38. In response to the allegations contained in Paragraph 38 of the Complaint,  
26 Defendants deny the allegations contained therein.

27           39. In response to the allegations contained in Paragraph 39 of the Complaint,  
28 Defendants deny the allegations contained therein.

40. In response to the allegations contained in Paragraph 40 of the Complaint, Defendants deny the allegations contained therein.

41. In response to the allegations contained in Paragraph 41 of the Complaint, Defendants deny the allegations contained therein.

42. In response to the allegations contained in Paragraph 42 of the Complaint, Defendants deny the allegations contained therein.

## SECOND CAUSE OF ACTION

**(Petition for Appointment of Receiver)**

43. In response to the allegations contained in Paragraph 43 of the Complaint, Defendants restate and incorporate by reference their answers to paragraphs 1 through 42 of Plaintiff's Complaint as if fully set forth herein.

44. In response to the allegations contained in Paragraph 44 of the Complaint, Defendants deny the allegations contained therein.

45. In response to the allegations contained in Paragraph 45 of the Complaint, Defendants deny the allegations contained therein.

46. In response to the allegations contained in Paragraph 46 of the Complaint, Defendants deny the allegations contained therein.

47. In response to the allegations contained in Paragraph 47 of the Complaint, Defendants deny the allegations contained therein.

48. In response to the allegations contained in Paragraph 48 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and therefore deny same.

49. In response to the allegations contained in Paragraph 49 of the Complaint, Defendants deny the allegations contained therein.

50. In response to the allegations contained in Paragraph 50 of the Complaint, Defendants deny the allegations contained therein.

51. In response to the allegations contained in Paragraph 51 of the Complaint, Defendants deny the allegations contained therein.

52. In response to the allegations contained in Paragraph 52 of the Complaint, Defendants deny the allegations contained therein.

53. In response to the allegations contained in Paragraph 53 of the Complaint, Defendants deny the allegations contained therein.

## AFFIRMATIVE DEFENSES

As separate affirmative defenses to Plaintiff's Complaint, Westland alleges as follows:

## FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint, and each and every allegation contained therein, fails to state a claim upon which relief can be granted.

## SECOND AFFIRMATIVE DEFENSE

Plaintiff has waived its right to assert every cause of action set forth in Plaintiff's Complaint through its conduct and actions.

### THIRD AFFIRMATIVE DEFENSE

Plaintiff is estopped from obtaining the relief sought in Plaintiff's Complaint.

#### FOURTH AFFIRMATIVE DEFENSE

If Plaintiff suffered any damages or less, which is expressly denied, then Westland alleges that persons, both served and unserved, named and unnamed, in some manner or percentage were responsible for Plaintiff's damages.

## FIFTH AFFIRMATIVE DEFENSE

Westland alleges that any damage suffered by Plaintiff as alleged in its Complaint was the result of Plaintiff's acts, omissions and failure to satisfy the conditions of the contract, which resulted in breaching the contracts and not the result of acts or omissions of Westland.

## SIXTH AFFIRMATIVE DEFENSE

Plaintiff's allegations contained in Plaintiff's Complaint, and each of them, are barred by the doctrine of laches in that Plaintiff has unreasonably delayed in bringing these claims, and said delays have caused prejudice to Westland.

## SEVENTH AFFIRMATIVE DEFENSE

1 No relief may be obtained under the Complaint by reason of the doctrine of unclean hands  
2 and by reason of the unconscionability of Plaintiff's acts and claims.

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 Westland acted in good faith and dealt fairly and responsibly with Plaintiff, based on all  
5 relevant facts and circumstances known by them at the time Westland acted. However, Plaintiff  
6 and its agents have acted in bad faith, including but not limited to filing an improper notice of  
7 default and intention to sell ("NOD").

8 **NINTH AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred, in whole or in part, because in the event the Court determines  
10 the language of the applicable contractual documents support the construction Plaintiff now places  
11 on them, the Court should reform such language due to the mutual mistake of the parties, their  
12 assignors and predecessors-in-interest, regarding the construction the Court would make of such  
13 language.

14 **TENTH AFFIRMATIVE DEFENSE**

15 Plaintiff's claims are barred, in whole or in part, by the failure of conditions precedent or  
16 other anticipated incidents whose occurrence or non-occurrence were assumptions of the parties'  
17 agreement and understanding.

18 **ELEVENTH AFFIRMATIVE DEFENSE**

19 The injury or damage purportedly suffered by Plaintiff, if any, would be adequately  
20 compensated in an action at law for damages, and accordingly Plaintiff has a complete and  
21 adequate remedy at law and is not entitled to seek equitable relief.

22 **TWELFTH AFFIRMATIVE DEFENSE**

23 No relief may be obtained under the Complaint by reason of Plaintiff's failure to do equity  
24 in the matters alleged in the Complaint, including, but not limited to, failing to make a valid and  
25 viable statement of the indebtedness due and of the value of the improvements made by Westland  
26 to the real property in this litigation.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

No relief may be obtained under the Complaint by Plaintiff by reason of the probations on enforcement of unconscionable contracts, and prohibition on receipt of benefits accruing through unconscionable conduct, and the unconscionability of Plaintiff’s acts and claims.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Having prevented and hindered Westland from performing under the contract and from obtaining the benefits thereof, Plaintiff would be unjustly enriched if allowed to enforce the contract or obtain damages for the alleged breaches in this Complaint.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Prior to any of the acts of Westland complained of in the Complaint, Plaintiff had breached the contracts and obligations on which Plaintiff seeks damages. Plaintiff’s breaches thus prevented Westland’s performance and excused any obligation to perform that might be said to be resting on Westland. Plaintiff’s breach occurred when Westland was performing as the parties had expressly agreed, and the breach constituted a breach of Plaintiff’s obligations in violation of contract and of the inherent covenant of good faith and fair dealing.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiff is barred from recovering any damages or any other relief by reason of the failure of consideration that defeats the effectiveness of the contract between the parties.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

As a result of Plaintiff’s failure to conduct a reasonable inspection at the time of the initial loan and prior to Westland’s assumption of the loan agreements, Plaintiff failed to obtain reserves based on the same standard used in September 2019, and through no fault of Westland, the purposes recognized by both Plaintiff and Westland as the basis for the contract, which was a loan of funds, would be fundamentally frustrated and defeated. Accordingly, Plaintiff’s claims are without merit.

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**EIGHTEENTH AFFIRMATIVE DEFENSE**

The Complaint constitutes a pleading per Nevada Rule of Civil Procedure 11 and/or NRS 18.010(2)(b) which is submitted for an improper purpose; is not warranted by existing law or by a non-frivolous argument for an extension, modification, or reversal of existing law or the establishment of new law; contains allegations and other factual contentions without evidentiary support or which are likely not to have evidentiary support after a reasonable opportunity for further investigation or discovery; and/or which is brought without any basis and/or to harass Westland. The Complaint thus violates Rule 11 and/or NRS 18.010(2)(b).

**NINETEENTH AFFIRMATIVE DEFENSE**

It has been necessary for Westland to retain the services of an attorney to defend against Plaintiff's claims, and Westland is thereby entitled to recover reasonable attorney's fees and costs in defending this matter.

**TWENTIETH AFFIRMATIVE DEFENSE**

Westland affirmatively alleges that they have not had a reasonable opportunity to complete discovery and facts hereinafter may be discovered which may substantiate other affirmative defenses not listed herein. By this Answer, Westland waives no affirmative defenses and reserves the right to amend this Answer to insert any subsequently discovered affirmative defenses.

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1           **WHEREFORE**, Westland prays for judgment as follows:

2           1.       That the Court make a judicial determination that Plaintiff is not entitled to the  
3 specific performance requested.

4           2.       That Plaintiff takes nothing by its Complaint and that this action be dismissed in its  
5 entirety with prejudice;

6           3.       For costs incurred in defense of this action;

7           4.       For reasonable attorneys' fees incurred in defense of this action; and

8           5.       For such other relief as the Court may deem just and proper.

9 Dated: August 31, 2020

LAW OFFICES OF JOHN BENEDICT

10

11

/s/ John Benedict

12

John Benedict (NV Bar No. 5581)

13

2190 E. Pebble Road, Suite 260

Las Vegas, NV 89123

Telephone: (702) 333-3770

14

*Attorneys for Defendants/Counterclaimants*

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*Westland Liberty Village, LLC & Westland Village*

*Square LLC*

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**COUNTERCLAIM**

Defendants/Counterclaimants, Westland Liberty Village, LLC (“Liberty LLC”) and Westland Village Square, LLC (“Square LLC” and in combination with Liberty LLC, “Counterclaimants” or “Westland”), through their attorneys of record, the Law Offices of John Benedict, for their Counterclaim against Plaintiff/Counter-Defendant Federal National Mortgage Association (“Fannie Mae”) allege as follows<sup>1</sup>:

**I. STATEMENT OF THE CASE**

1. This case arises because Fannie Mae and its agents, including Grandbridge Real Estate Capital, LLC (formerly Cohen Financial, Suntrust Bank, and Truist Bank, but for ease of reference, regardless of the time period, it shall be referred to solely as “Grandbridge” or “Servicer”),<sup>2</sup> have filed an improper Notice of Default and Intent to Sell (“NOD”), and have thus caused improper non-judicial foreclosure proceedings to be commenced. This illegal conduct *threatens to foreclose on Westland’s two multifamily housing communities (the “Properties”) based on insupportable non-financial defaults*, which, despite multiple requests by Westland, have never been substantiated, *and to be put simply, were manufactured, by Fannie Mae’s Servicer*. To be clear, all monthly debt service payments have been timely made on this loan. In fact, since February 2020, when Servicer abruptly ceased sending loan statements, Counterclaimants have actually overpaid their monthly debt service obligation payments by over \$100,000. Moreover, Counterclaimants have over \$20 million of equity in the Properties, and therefore, there is absolutely no good faith basis the noticed foreclosure sales or for any assertion that Fannie Mae or Grandbridge has a risk of loss of assets or the need for an appointment of a receiver.

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<sup>1</sup> As noted in the Third Party Complaint below, the general allegations contained in this Counterclaim also form the general allegations for the causes of action asserted in the Third Party Complaint, and thus there are references to both the Counterclaim-Defendant and the Third Party Defendant herein.

<sup>2</sup> While the Servicer has had multiple name changes, including based on a merger with BB&T Bank, the employees “servicing” this loan have continuously remained the same regardless of the name of the entity.

1           2.       Instead, in reality, the Properties were only in a distressed condition, *prior* to  
2 Westland's acquisition of the two properties in August 2018.<sup>3</sup> Immediately before Westland  
3 bought the Properties, the Properties were in disrepair, had management that misrepresented the  
4 true occupancy rates at the properties, and had such a high rate of serious crimes that the Las Vegas  
5 Metropolitan Police Department even sent a Notice and Declaration of Chronic Nuisance (the  
6 "Nuisance Notice") to address the criminal activity *at that time*.<sup>4</sup> Still, in late 2017, despite the  
7 poor condition of the Properties, Delegated Underwriting and Servicing ("DUS") lender/loan  
8 servicer Grandbridge<sup>5</sup> made an initial loan on the properties. Upon information and belief that  
9 loan never should have been made under Fannie Mae's lending guidelines.

10           3.       Compounding matters, when the initial loan documents were signed, Grandbridge  
11 used a local office of CBRE to conduct a property condition assessment ("PCA") and based  
12 thereon, only required a combined total deposit of \$560,187.00 for the replacement reserve and  
13 repair reserve accounts at both Properties, plus a small addition to the monthly debt service. In  
14 August 2018, those reserve accounts were reduced to approximately \$143,000<sup>6</sup> when the loan was  
15 assumed by Westland, and the same monthly debt service additions were maintained. At that point  
16 Grandbridge also made an explicit representation in its loan assumption letter that "after a thorough  
17 review and analysis of the Proposed Borrower's financial and managerial capacity, the Assumption  
18 has been approved on the following terms: . . . No change to the Replacement Reserve" and "No  
19 Change to the Required Repair Reserve." The statement was either a negligent misrepresentation  
20 based on absence of any adequate review, or made fraudulently to induce Westland to sign the  
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22           <sup>3</sup> Even when Fannie Mae owned the Properties during 2014 after a foreclosure, and the Properties were operated by a  
23 receiver, the Properties were crime-ridden.

24           <sup>4</sup> The Nuisance Notice (Exhibit A) provides it was sent because the two properties had generated over 1,000 calls for  
25 service to the police department in the six-month period between September 28, 2017 and April 4, 2018. Under  
current ownership, the calls decreased to 5% of that amount by July 2019, and now rarely include violent offenses.

26           <sup>5</sup> A DUS lender is able to make loans without Fannie Mae's prior approval.

27           <sup>6</sup> While there was approximately an additional \$545,000 in escrow for the Liberty Property, those funds were  
28 separately deposited insurance proceeds that were earmarked for use in rebuilding two apartment buildings that were  
completely destroyed by fires in April 2018 and May 2018, after the initial the initial loans were taken out. Those  
building have since been fully rebuilt, but Fannie Mae and Grandbridge continue to hold those funds.

1 assumption, *because only one year later*, Grandbridge sent its Notice of Demand seeking to have  
2 Westland deposit another \$2.7 million into the reserves.

3 4. As such, in July 2019, Westland was taken completely by surprise, when after it  
4 had: invested over \$20 million of its own cash to purchase the Properties, cleaned up the crime  
5 problem, spent approximately \$1.8 million in capital improvements,<sup>7</sup> installed competent  
6 management, and acquired an adjacent parcel to further stabilize the Properties with local  
7 community services,<sup>8</sup> Grandbridge then improperly and without justification sought a PCA  
8 conducted by the Texas-based f3, Inc. which employed a heightened standard. Grandbridge, and  
9 Fannie Mae acting through Servicer, then bootstrapped that assessment into a demand to place an  
10 additional \$2.7 million into the reserve accounts Servicer maintained. To be blunt, the PCAs  
11 should not have even been performed, because after Westland's purchase of the Properties the  
12 condition of the Properties improved, not deteriorated, which meant that the Servicer had no right  
13 to demand a property assessment, let alone any subsequent demand for additional reserves based  
14 on that PCA. Essentially, Westland's efforts to work with Fannie Mae and its Servicer in good  
15 faith on this loan, have led to the first NOD that any Westland related entity has ever received,  
16 even though: the real estate group has been in operation over 50 years, has a loan portfolio with  
17 Fannie Mae amounting to approximately \$300 million, Westland's efforts have improved the lives  
18 of the diverse working class families who reside in the over 10,000 multifamily housing units that  
19 Westland serves in the Las Vegas market alone, and *Westland has timely made every monthly debt*  
20 *service payment related to this loan*. As such, Westland was required to bring this Counterclaim  
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23 <sup>7</sup> Based on Westland's efforts and investment, the condition of the Properties only continues to improve. In the year  
24 since the PCA occurred, Westland has poured over an *additional \$1.7 million* into capital expenditures and related  
costs at the Properties.

25 <sup>8</sup> In July 2019, a Westland associated entity, AF Properties 2015 LLC, signed a purchase and sale agreement for the  
26 adjacent retail properties at 3435-3455 N. Ellis Blvd. The parcels are largely undeveloped, with only a bar and liquor  
27 store onsite, and based on our management team's assessment were a magnet that drew the criminal element to the  
28 neighborhood. To neutralize the negative influence of that site, Westland purchased the parcel, and is working with  
the Office of the County Commissioner to build local community-based resources at the site, which would serve the  
Properties and be attractive to working class families. Proposals being investigated include building a police  
substation and/or day care center.

1 and the Third Party Complaint below to prevent Fannie Mae's pending foreclosure and to preserve  
2 the Properties along with the vibrant communities they have established.

3 **II. PARTIES**

4 5. Counterclaimant and Third Party Plaintiff, Westland Liberty Village, LLC dba  
5 Liberty Village Apartment Homes ("Liberty LLC") is and at all times herein mentioned is a  
6 Nevada Limited Liability Company.

7 6. Counterclaimant and Third Party Plaintiff, Westland Village Square, LLC dba  
8 Village Square Apartment Homes ("Square LLC") is and at all times herein mentioned is a Nevada  
9 Limited Liability Company.

10 7. Counter-Defendant, Federal National Mortgage Association, is a federally chartered  
11 corporation ("Fannie Mae"), which at all times mentioned herein has done business in the State of  
12 Nevada.

13 8. Third Party Defendant, Grandbridge Real Estate Capital, LLC, is a North Carolina  
14 Limited Liability Company (formerly known as Cohen Financial, Suntrust Bank, and Truist Bank,  
15 but for ease of reference, regardless of the time period, it shall be referred to solely as  
16 "Grandbridge" or "Servicer"), which at all times mentioned herein has done business in the State  
17 of Nevada.

18 9. All of the acts or failures to act herein were duly performed by and attributable to  
19 Counter-Defendant or those acting on Counter-Defendant's behalf, who each acted as agent,  
20 employee, or under the direction and/or control of Counter-Defendant. Said acts or failures to act  
21 were within the scope of said agency and/or employment, and Counter-Defendant ratified the acts  
22 and omissions by such parties, including third party defendant and its employees. Whenever and  
23 wherever reference is made in this Complaint to any acts by Counter-Defendant, such allegations  
24 and references shall also be deemed to mean the acts of Counter-Defendant and third-party  
25 defendant acting individually, jointly or severally.

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1           **III.     FACTS COMMON TO ALL CAUSES OF ACTION**

2           10.     Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
3 preceding paragraphs as if fully set forth herein.

4           **Westland's Real Estate Wherewithal**

5           11.     By way of background, Amusement Industry, Inc., a California entity, and Las  
6 Vegas Residential Properties, LLC, a Nevada limited liability company, are entities doing business  
7 as Westland Real Estate Group, which was founded by an individual who has over 50 years of  
8 experience in the Southern California and Las Vegas real estate markets.

9           12.     During the 50 years Westland Real Estate Group has been in business, consistent  
10 with lender required practices for risk allocation in the real estate industry, Westland has formed  
11 numerous special purpose entities to own each separate large multifamily real property.

12          13.     Cumulatively, the ownership of and entities associated with Westland Real Estate  
13 Group, are characterized by the following traits:

- 14                   a.   Westland Real Estate Group associated entities focus on ownership of  
15                   properties in the Las Vegas and Southern California multifamily housing  
16                   markets.
- 17                   b.   Westland Real Estate Group associated entities own and manage approximately  
18                   100 multifamily residential properties and a limited number of manufactured  
19                   home sites, for a combined 13,000 residential units, *over 10,000 of which are*  
20                   *located at 38 different multifamily housing communities in all sections of the*  
21                   *Las Vegas metropolitan area.*
- 22                   c.   Westland Real Estate Group associated entities have approximately \$300  
23                   million of loans outstanding with Fannie Mae, and approximately \$800 million  
24                   of loans with all lenders.
- 25                   d.   *Prior to the present matter*, over the course of the 50 years that Westland Real  
26                   Estate Group has been in operation, its associated entities have had an  
27                   unblemished lending reputation, in that *no entity associated with Westland Real*  
28

1                   *Estate Group has ever had a notice of default issued on even a single mortgage*  
2                   *loan with any lender.*

- 3                   e. The primary tenant base associated with Westland Real Estate Group are  
4                   working class families of modest means. With its major investments in these  
5                   communities, Westland is able to provide housing to tenants of all protected  
6                   classes and socio-economic groups, and build local communities.
- 7                   f. The mission of Westland Real Estate Group entities is to provide those working  
8                   class families a safe, stable and pleasant living environment within its  
9                   communities. Unlike most real estate investors, Westland invests the time and  
10                  financial resources to do so.
- 11                  g. In order to provide those safe and stable communities, Westland Real Estate  
12                  Group entities employ approximately 500 employees, such as onsite managers,  
13                  maintenance personnel, a dedicated “turn” team that rehabilitates vacant units,  
14                  accounting staff, marketing staff, leasing representatives, and call center  
15                  personnel, who have attained substantial experience in addressing the needs of  
16                  its tenant base. The majority of that staff is located in Las Vegas.
- 17                  h. Westland Real Estate Group employees give the group a competitive advantage  
18                  by allowing the combined entities to function in a cost-effective manner, which  
19                  efficiencies cannot be replicated by other property management entities that  
20                  operate primarily by employing outside contractors.
- 21                  i. Westland Real Estate Group’s associated entities and employees are able to  
22                  create safe and stable communities by their established productive relationships  
23                  with law enforcement officers and providers of specialized services.

24                  14. In 2018, Liberty, LLC and Village, LLC were the two entities formed by the  
25                  principals of Westland Real Estate Group to hold the properties located at 4870 Nellis Oasis Lane,  
26                  Las Vegas, NV 89115, and 5025 Nellis Oasis Lane, Las Vegas, NV 89115.

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1 **The Westland Liberty Property & Square Property Ownership**

2 15. On or about August 29, 2018, Liberty LLC purchased the property commonly  
3 known as 4870 Nellis Oasis Lane, Las Vegas, NV 89115 (the “Liberty Property”).

4 16. Liberty LLC recorded its deed with the Clark County Recorder’s Office as  
5 Instrument No. 20180830-0002684 (the “Liberty Deed”) on or about August 30, 2018, thus Liberty  
6 LLC is the legal title holder of the Liberty Property. (Exhibit B, Liberty Property Grant, Bargain  
7 and Sale Deed, filed August 30, 2018.)

8 17. On or about August 29, 2018, Square LLC purchased the property commonly  
9 known as 5025 Nellis Oasis Lane, Las Vegas, NV 89115 (the “Square Property” and together with  
10 the Liberty Property, the “Properties”).

11 18. Square, LLC recorded its deed with the Clark County Recorder’s Office as  
12 Instrument No. 20180830-0002651 (the “Square Deed”) on or about August 30, 2018, thus Square,  
13 LLC is the legal title holder of the Square Property. (Exhibit C, Square Property Grant, Bargain  
14 and Sale Deed, filed August 30, 2018.)

15 **The Shamrock Purchase**

16 19. Prior to Liberty LLC’s and Square LLC’s purchase of the Liberty Property and the  
17 Square Property, the Properties were owned by Shamrock Properties VI LLC and Shamrock  
18 Properties VII LLC (in combination the “Shamrock Entities”).

19 20. Upon information and belief, the Shamrock Entities acquired the properties in a  
20 distressed condition from a lender Real Estate Owned (“REO”) sale held for the benefit of Fannie  
21 Mae in 2014.

22 21. An REO is a lender owned property that the lender was unable to sell at a  
23 foreclosure auction, which requires that lending bank or quasi-governmental entity (namely Fannie  
24 Mae or Freddie Mac) to take ownership of the foreclosed property after it was unable to be sold  
25 for an amount sufficient to cover the existing loan at a foreclosure sale.

26 22. It is commonly known in the real estate industry that lenders sell REO properties  
27 “as is” and do not make repairs to the properties before the properties are sold, and on that basis  
28 such properties are typically in disrepair.

1           23.     Upon information and belief, typically when Fannie Mae conducts a REO sale,  
2 Fannie Mae will not agree to finance that property again.

3           24.     At the time of initial purchase at the REO sale, the Liberty Property and the Square  
4 Property were not financed by the Shamrock Entities through Fannie Mae or Freddie Mac.

5 **The Properties' Condition During the Shamrock Years**

6           25.     In 2017, the Liberty Property and the Square Property remained in a perilous  
7 position.

8           26.     Upon information and belief, at the time of the initial purchase of the two  
9 properties, the owners of the Shamrock Entities had hoped to be able to capitalize on the close  
10 proximity of the properties to Nellis Air Force Base by becoming approved as a provider of off-  
11 base housing for military personnel.

12          27.     However, the ownership group associated with the Shamrock Entities operated out  
13 of Indiana and Connecticut, that ownership group attempted to oversee the properties from those  
14 remote locations, and they were not invested in the Las Vegas community.

15          28.     Further, the ownership and onsite staff employed by the Shamrock Entities utilized  
16 questionable business practices, including in the area of financial accounting.

17          29.     By way of example, after Westland took over the two properties, it discovered that  
18 the financial information it received had improperly accounted for the occupancy rate at the  
19 properties. While at the time of purchase in August 2018, the Shamrock Entities touted the  
20 occupancy rate as 85%, the Shamrock Entities' financials failed to show the true occupancy rate  
21 by failing to report that a substantial portion of its "tenant" base was delinquent, failing to disclose  
22 that those tenants had not paid rent for several months, continuing to show those units as generating  
23 rental income that had not been paid, and not taking any action to evict those "tenants."

24          30.     Upon information and belief, the Shamrock Entities provided the same financial  
25 misinformation regarding occupancy rates to Fannie Mae and its loan servicer.

26          31.     Upon information and belief, the high levels of delinquencies at the properties were  
27 related to the utilization of questionable leasing practices, including a lax background check  
28 process that resulted in the Shamrock Entities accepting tenants with unacceptably high levels of



1 credit risk and/or those with unacceptable criminal records. Those practices were implemented to  
2 further inflate occupancy rates but were counterproductive in that the processes resulted in the lack  
3 of a safe, viable community for the qualified residents of the properties, which in turn resulted in  
4 high turnover rates among qualified residents of the properties.

5 32. The Shamrock Entities were never able to operate the Properties as effective  
6 communities, were never able to fully physically rehabilitate the properties, and were not able to  
7 become an approved off-base housing provider for Nellis Air Force Base consistent with their  
8 original plan.

9 33. Instead, during the Shamrock Entities ownership, the condition of the Properties  
10 continued to deteriorate and the rate of crime at the Properties increased to precarious levels.

11 34. Upon information and belief, prior to Fannie Mae's ownership of the Properties in  
12 2014, it was crime ridden and gang infested.

13 35. Upon information and belief, when Fannie Mae installed a receiver in 2014, the  
14 receiver was unable to get rid of the criminal element at the Properties, and that criminal element  
15 continued to plague the Properties until Westland purchased them.

16 36. In fact, by letter dated April 4, 2018, the Las Vegas Metropolitan Police  
17 Department, sent the Shamrock Entities a Notice and Declaration of Chronic Nuisance (the  
18 "Nuisance Notice"), based on the high rate of crime at the two properties, which included a high  
19 rate of violent and serious criminal conduct. (Attached as Exhibit A, is the Letter of Matthew J.  
20 Christian on behalf of Sherriff Joseph Lombardo, dated April 4, 2018.)

21 37. The Nuisance Notice states that it was sent because the two properties had  
22 generated over 1000 calls for service to the police department in the six-month period between  
23 September 28, 2017, and April 4, 2018. (Exhibit A at 2.)

24 38. Further, the Nuisance Notice noted that the calls generated at the two properties  
25 included an alarming number of violent and serious offenses, such as "fights, assaults, batteries,  
26 and illegal shootings" and stated that "[d]rugs, gangs, and sexual predators are also prevalent at  
27 the Property." (Exhibit A at 2.)  
28

1           39. The Nuisance Notice provided a “sample of recent events,” which recounted  
2 conduct that frequently involved the use of firearms and dangerous weapons, and the letter noted  
3 that “violent crime has been a continual problem at the Property. The lack of cooperation from  
4 management and security is also a continual problem.” (Exhibit A at 3-6.)

5           40. Simply stated, the Shamrock Entities were never able to rehabilitate the Properties  
6 as they had planned.

7 **Shamrock’s Exit Strategy & The Loan Agreements**

8           41. During early to mid-2017, recognizing their inability to rehabilitate the Properties,  
9 the Shamrock Entities marketed the Liberty Property and the Square Property for sale.

10          42. However, the Shamrock Entities were unable to sell the two Properties.

11          43. As such, upon information and belief, the owners of the Shamrock Entities did the  
12 next best thing, they shifted their focus to obtaining financing in an effort to remove their capital  
13 investment in the Properties, until the Properties could be sold.

14          44. Upon information and belief, one of the owners of the Shamrock Entities had a  
15 prior relationship with a division of SunTrust Bank known as Cohen Financial, which after several  
16 name changes was later renamed Grandbridge Real Estate Capital, LLC.

17          45. Upon information and belief, based on that pre-existing relationship, during  
18 November 2017, the Shamrock Entities were able to secure financing for seven years on a  
19 \$29,000,000 loan on the Liberty Property (the “Liberty Loan”) and a \$9,366,000 loan on the  
20 Square Property (the “Square Loan,” and in combination with the Liberty Loan, the “Loans”),  
21 allowing the owners of the Shamrock Entities to cash out roughly \$38,000,000.

22          46. As the entity underwriting and servicing the Loans, Grandbridge has, at all times  
23 mentioned herein, done business in the State of Nevada as a DUS lender and loan servicer for  
24 Fannie Mae.

25          47. In relation to the “DUS Servicing and Underwriting platform,” Fannie Mae’s own  
26 website states that “**25 DUS** lender partners are authorized to **underwrite, close, and deliver**  
27 **loans** on our behalf. In exchange, Lenders and Fannie Mae **share the risk** on those loans” by  
28 covering 1/3 of the credit risk. <https://www.fanniemae.com/powerofpartnershiparbor/index.html>

1           48. Further, information published by Fannie Mae states that “the DUS program grants  
2 approved lenders the ability to underwrite, close, and sell loans on multifamily properties to Fannie  
3 Mae without prior Fannie Mae review.”

4           49. Stated differently, Grandbridge, was able to make the Liberty Loan and the Square  
5 Loan without Fannie Mae’s prior approval.

6           50. Upon information and belief, when making loans, DUS lenders are required to  
7 follow Fannie Mae’s credit and underwriting criteria for loans, and the DUS lender is subject to  
8 ongoing credit review and monitoring.

9           51. Upon information and belief, at the time that the loans were underwritten by  
10 Grandbridge for the Shamrock Entities, the Liberty Property and Square Property did not meet  
11 Fannie Mae’s credit and underwriting criteria, because, *inter alia*, the two properties had  
12 excessively high crime rates,<sup>9</sup> the Properties were subject to a prior Fannie Mae REO sale, the  
13 income for the Properties was overstated.

14 **Grandbridge’s & Fannie Mae’s Reserve Requirements for the Shamrock Entities**

15           52. Additionally, to the extent that Fannie Mae and Grandbridge claim that the present  
16 physical condition of the Properties requires a larger repair and/or replacement reserve deposit  
17 based on Fannie Mae’s underwriting criteria, then the physical condition of the Properties in  
18 November 2017 would also have violated Fannie Mae’s credit and underwriting criteria, and since  
19 the condition of the Properties has improved, the initial funding of the loan to Grandbridge should  
20 have required an even larger repair and/or replacement reserve deposit.

21           53. Upon information and belief, at the time of the November 2017 loan, Grandbridge  
22 contracted to have a property condition assessment report prepared by CBRE for both properties.

23           54. At the Liberty Property, CBRE did not inspect every unit, but rather only made  
24 “[r]epresentative observations” from 71 units at the 720 unit, 90 building property, and while  
25 several units were found to be in poor condition, the comment to that section of the report was  
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27 <sup>9</sup> To be clear, as stated in Paragraph 36-39, the LVMPD’s letter was sent in response to conduct between September  
28 28, 2017 through April 4, 2018, which means that the loans were underwritten while the high levels of crime related  
to the Nuisance Notice were in process.

1 only “[n]o further action required.” (Exhibit D, CBRE Property Condition Assessment Report for  
2 Liberty Village, dated August 8, 2017, at 5, 29-32.) Similarly, at the Square Property, CBRE’s  
3 “[r]epresentative observations” were made from 41 units at the 409 unit, 7 building property, and  
4 although several units were found to be in poor condition the report concluded there was “[n]o  
5 further action required.” (Exhibit E, CBRE Property Condition Assessment Report for Village  
6 Square, dated August 8, 2017, at 5, 29-30.)

7 55. Further, while the August 2017 Liberty report noted that “[t]he unit finishes  
8 appeared in generally good to poor condition,” the report opined that maintenance could be  
9 “addressed as part of unit turns, tenant request, or periodic inspections.” (Exhibit D, at 32.) This  
10 was echoed by the August 2017 Square report that noted 13 of the 41 units inspected were  
11 “undergoing renovation,” and that another 4 units were only in “fair condition,” but still the report  
12 concluded that maintenance could be “addressed as part of unit turns, tenant request, or periodic  
13 inspections.” (Exhibit E, at 29-31.)

14 56. As such, despite discrepancies being noted within the inspected units at the  
15 Properties in the August 2017 reports, Grandbridge and Fannie Mae did not require any funds to  
16 be immediately deposited into a reserve account for unit repairs. (Exhibit D, at 8-10; Exhibit E, at  
17 8-10.)

18 57. Instead, aside from units that were considered “down units” related to an insurable  
19 event, the Shamrock Entities were only required to supply a monthly deferred maintenance  
20 payment for each unit, rather than an immediate reserve deposit. (Exhibit D, at 6, 8-10, 32; Exhibit  
21 E, at 6, 8-10, 32.)

22 58. The amount of that monthly reserve deposit was based on a formulaic calculation  
23 related to the depreciable life of various features of the multiple bedroom layouts at the Liberty  
24 Property, such as appliances, paving, HVAC systems, and flooring, which resulted in a cost of  
25 \$300 per unit/per annum, which was increased to \$354 per unit per annum when accounting for  
26 inflation. (Exhibit D, at 6, 10.) The same formulaic calculation was conducted for the Square  
27 Properties’ studio units, and resulted in a cost of \$210 per unit/per annum, which was increased to  
28 \$248 per unit/per annum when accounting for inflation. (Exhibit E, at 6, 10.)

1           59.     Based on the standard used during those inspections, it is clear that no reserve  
2 deposit amounts were required for vacant units that needed to be “turned” for re-rental, including  
3 those that were in need of repair or “undergoing renovations.”

4           60.     Instead, the only reserve and repair escrow items that were required to be deposited  
5 were items related to immediate substantial extra-ordinary property improvements, such as asphalt  
6 repairs, façade repairs, balcony repairs, fire damage repairs, laundry room renovations, sport court  
7 renovations, and pool equipment replacement. (Plaintiff’s Complaint, Ex. 1, page 117, 131, 133;  
8 Plaintiff’s Complaint, Ex. 6, pages 117, 131 133, 149.)

9           61.     Based on the use of that standard, for the Liberty Property, the Shamrock Entities  
10 were only required to deposit a total of \$315,000 for the initial replacement reserve and \$165,635  
11 for the initial repair reserve, and for the Square Property, the Shamrock Entities only deposited  
12 \$85,091 for the repair reserve with no replacement reserve. (Plaintiff’s Complaint, Ex. 1, page  
13 117, 131, 133; Plaintiff’s Complaint, Ex. 6, pages 117, 131 133, 149.) Stated differently, in order  
14 to meet all of the repair and replacement reserve requirements at the time of the initial loan closing,  
15 the Shamrock Entities were only required to place \$560,187.00 into the reserve accounts for both  
16 Properties.

17           62.     At the time of the initial loan closing, Grandbridge had an incentive to obtain the  
18 smallest repair and replacement reserve requirements possible in order to increase its chance of  
19 closing the loan with the Shamrock Entities, which would, in turn, generate initial underwriting  
20 fees and continuing Servicer fees for itself, as well as business for Fannie Mae.

21           63.     As such, Grandbridge, with the knowledge and consent of Fannie Mae, utilized  
22 CBRE to perform the August 2017 PCA, despite that Grandbridge and Fannie Mae knew doing so  
23 would result in minimal repair and replacement reserve requirements that were inadequate.

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1 **Westland's Purchase of the Properties & Loan Assumption**

2 64. Approximately one year after the CBRE inspections, and only nine months after  
3 the initial loan closing, Westland completed its purchase of the Liberty Property and Square  
4 Property on August 29, 2018.

5 65. Westland acquired the Liberty Property through Liberty LLC for \$44,300,000,  
6 *including a \$15,300,000.00 cash deposit* from Westland's own funds and by assuming the  
7 \$29,000,000 loan made by Grandbridge and Fannie Mae to the Shamrock Entities. (Exhibit F,  
8 Purchase and Sale Agreement for Liberty Village, dated June 22, 2018, at Pages 4, Section 1.18 &  
9 Page 5, Section 1.33.)

10 66. Westland acquired the Square Property through Square LLC for \$16,000,000.00,  
11 *including a \$6,634,000.00 cash deposit* from Westland's own funds and by assuming the  
12 \$9,366,000 loan made by Grandbridge and Fannie Mae to the Shamrock Entities. (Exhibit G,  
13 Purchase and Sale Agreement for Village Square, dated June 22, 2018, at Page 4, Section 1.12 &  
14 Page 5, Section 1.25.)

15 67. Prior to permitting Counterclaimants to assume the two loan agreements,  
16 Grandbridge required the payment of a 1% loan assumption fee, amounting to \$290,000 and  
17 \$93,660 respectively for the two Properties, as well as payment of all costs and expenses associated  
18 with approving the assumption agreement. (Exhibit H, Assumption Closing Statement for Liberty  
19 Village, dated August 29, 2018; Exhibit I, Assumption Closing Statement for Village Square, dated  
20 August 29, 2018.)

21 68. One of the costs included on each closing statement was a \$435.00 charge for a  
22 "property inspection invoice," which was far short of the fee that would normally be charged for  
23 a full and accurate property condition assessment report, and far short of the approximately  
24 \$30,000 fee for f3, Inc.'s PCA that Fannie Mae is now seeking reimbursement. (Exhibits H & I.)

25 69. While no legitimate property condition assessment report appears to have been  
26 performed at the time of the assumption, based on Article 13.02(a)(3)(B) of the loan agreement,  
27 Fannie Mae and Grandbridge had the ability to require another inspection to be performed at that  
28 time, and to require that any transfer be conditioned on an additional transfer into the repair or

1 replacement reserves. (Plaintiff's Complaint, Ex. 1, pages 69-70, Section 13.02(a)(3)(B);  
2 Plaintiff's Complaint, Ex. 6, pages 69-70, Section 13.02(a)(3)(B).)

3 70. Grandbridge and Fannie Mae simply failed to do so.

4 71. Instead, at the time the loans were assumed, no change was made to the  
5 Replacement Reserve monthly payment and no additional Repair Reserve deposit was required.  
6 As such, at that time, the total reserves for both Properties was \$143,319.30. (Exhibit J,  
7 Assumption Approval Letter for Liberty Village, dated August 22, 2018, at 2, 5-7; Exhibit K,  
8 Assumption Approval Letter for Village Square, dated August 22, 2018, at 2, 5-7.)

9 72. Further, Grandbridge recognized the repairs that had already been performed in the  
10 nine months since the initial PCA, which resulted in the funds for the repair reserve account being  
11 *reduced* to a de minimus amount of \$39,375 for both Properties, and Grandbridge maintained the  
12 same monthly debt service payments to account for the depreciable items related to the  
13 replacement reserves. (*Id.*)

14 73. At the time the loans were assumed, Grandbridge had access to both the Shamrock  
15 Entities' and Westland's financial information, and based on that information, Grandbridge  
16 realized that Westland possessed greater financial wherewithal and property management  
17 experience.

18 74. Stated differently, Grandbridge knew Westland was a better borrower, and that  
19 substituting a better borrower for the Shamrock Entities would decrease the risk associated with  
20 the loan to the benefit of both itself and Fannie Mae.

21 75. As such, Grandbridge had an incentive to utilize the smallest repair and replacement  
22 reserve requirements possible in order to increase its chance of completing the loan assumption  
23 with Westland.

24 76. Completing the loan assumption from the Shamrock Entities to Westland resulted  
25 in Grandbridge's generation of a 1% loan assumption fee of \$383,660 with nearly no effort from  
26 Grandbridge.

1           77. In completing the loan assumption, Grandbridge was acting for the benefit of  
2 Fannie Mae, by substituting a borrower on the loan, which stated in the simplest terms, had an  
3 increased credit rating.

4           78. As such, Grandbridge, with the knowledge and consent of Fannie Mae, continued  
5 to rely solely upon CBRE's August 2017 PCA, despite that Grandbridge and Fannie Mae knew  
6 doing so would result in minimal repair and replacement reserve requirements.

7           79. Westland relied on Grandbridge's and Fannie Mae's actions in refraining from  
8 increasing those reserves at the time of the loan assumption, which lead Westland to believe that  
9 the same levels of reserve funding that had been required to that point would continue to be used  
10 in the future, especially since the Loan Agreements limited adjustments to the reserves to expenses  
11 of the same type that had been charged in the original loan documents.

12           80. Based on Westland's increased capital expenditure spending, no deterioration in  
13 the condition of the Properties, other than ordinary wear and tear, has occurred since Westland's  
14 assumption of the Loan Agreements.

15 **Westland's Rehabilitation of the Properties and Community Building**

16           81. Nearly immediately after it began managing the Properties, Westland realized that  
17 the Properties were not in the condition that had been represented by the Shamrock Entities,  
18 because the onsite tenants made unusual statements regarding the Shamrock Entities' practices at  
19 the Properties.

20           82. Further, nearly contemporaneously with the closing, the Shamrock Entities had  
21 produced a copy of electronic records that, once uploaded, it was discovered contained embedded  
22 information related to historical data proving that the Shamrock Entities had overstated occupancy  
23 numbers and presented misleading information on its delinquency balances.

24           83. Based on the voluminous amount of financial information, and the method that such  
25 information is typically disclosed in a property sale, Westland did not immediately unravel the  
26 Shamrock Entities improper accounting practices.

27  
28



1           84.     However, based on the method that financial delinquencies and occupancies are  
2 reported to lenders, the Shamrock Entities misstated financials should have been detected by  
3 Grandbridge and Fannie Mae.

4           85.     At the time of due diligence or a real estate closing in Nevada, the industry practice  
5 is that only limited financial statements, including a rent roll, will be provided to a purchaser, but  
6 here the rent roll failed to show accurate levels of delinquencies by listing delinquent units as  
7 income producing; however, based on their loan agreements, Fannie Mae and Servicer were  
8 entitled to more detailed financial information that would account for those delinquencies unless  
9 they were provided false information.

10          86.     Upon determining the Shamrock Entities' improper accounting practices and  
11 misrepresentations, Westland informed Fannie Mae, through Grandbridge, that the Shamrock  
12 Entities' financials appeared inaccurate at the time it made its first quarterly financial report.

13          87.     Westland made those disclosures knowing that it was required to incorporate a  
14 portion of the Shamrock Entities financial information in order to produce the first quarterly  
15 financial report, and on that basis, it wanted Grandbridge and Fannie Mae to know that it could  
16 not ensure the complete reliability of that financial information.

17          88.     Specifically, Westland advised Grandbridge and Fannie Mae that the Shamrock  
18 Entities financials overstated occupancy rates at the Properties by approximately 10% from the  
19 86% that had been reported and that the overstated occupancy rates resulted from the Shamrock  
20 Entities' failure to evict tenants that had not paid rent for several months and failure to show tenants  
21 that had not paid rent as delinquent.

22          89.     Upon information and belief, the Shamrock Entities had an incentive to  
23 misrepresent the true occupancy rates at the Properties for several reasons, including that:

- 24               a) a standard term in purchase and sale agreements, including the purchase and  
25               sale agreement applicable to the sale of the Properties, requires a property seller  
26               to restore all vacant units to rent ready condition and disclosing the true  
27               occupancy rate would disclose that additional units were vacant,  
28               b) processing evictions is costly in terms of time and money, and

1 c) the Shamrock Entities had misrepresented the true vacancy rate to Fannie Mae  
2 and Grandbridge at the time the loan was initiated several months early in  
3 November 2017, and continued to misrepresent that rate for the remainder of  
4 the time that they owned the Properties.

5 90. Tellingly, when Westland purchased the Properties from the Shamrock Entities,  
6 Shamrock provided that Westland could retain any of its local staff, but due to widespread issues  
7 of incompetence and ethically questionable behavior, Westland was only able to retain 2 of  
8 Shamrock's 20 employees that worked at the Properties. Further, based on Westland's experience,  
9 a staff of 32 employees is required to handle the onsite operations at the Properties.

10 91. Additionally, in order to clean up the crime problems at the Properties, Westland  
11 enforced a "no tolerance" crime policy, including by evicting tenants who were engaging in  
12 criminal acts, offensive misconduct, or who received "red cards" from the Las Vegas Metropolitan  
13 Police Department. The immediate fallout from evicting tenants causing these problems was that  
14 the occupancy rate at the Properties fell further, at least temporarily, until more stable and law-  
15 abiding tenants could be found and moved into the Properties.

16 92. The eviction of the individuals who failed to pay rent and who engaged in criminal  
17 offenses was necessary to create a safe, stable community at the Properties for Westland's  
18 responsible tenants.

19 93. Westland also utilized an elevated security guard presence at the Properties to  
20 decrease the "fights, assaults, batteries, and illegal shootings, [d]rugs, gangs, and sexual predators"  
21 that were "so prevalent at the Property" prior to Westland's ownership.

22 94. Specifically, to create a safer environment for the Properties' tenants, during the  
23 slightly less than two years from the date of purchase through the present, Westland has paid a  
24 total of \$1,573,600 to security guard providers that have, depending on the relevant time period,  
25 continuously provided either three or four guards on a twenty-four hour basis consistent with the  
26 needs of the Properties.

27 95. Westland implemented heightened background and credit check standards to  
28 increase the likelihood that it was filling vacant units at the Properties with a quality tenant base.

1           96.     Westland's efforts to create safe, viable communities for its working class family  
2 residents were successful, because Westland was able to dramatically decrease the incidents of  
3 crime at the Properties, decrease the number of violent and firearm related crimes at the Properties,  
4 decrease the delinquency rates at the Properties, and improve the condition of the Properties for  
5 the remaining tenants.

6           97.     By way of example, shortly prior to Westland's purchase, the Nuisance Notice  
7 recognized that over 1,000 calls were made to the Las Vegas Metropolitan Police Department over  
8 a six month period of time, whereas by mid-2019, prior to the property condition assessment being  
9 performed only 69 calls were received by the police department for the prior six months, and there  
10 has been a corresponding decrease in the number of violent and firearm related offenses.

11          98.     By July 2019, less than a year after the loan was assigned, Westland had caused  
12 dramatic enhancements at the Properties, including replacing the criminal element with viable  
13 tenants, hiring competent management, and investing \$1.8 million in capital improvements.

14          99.     In fact, Westland's dramatic turnaround of the Properties has been recognized by  
15 the Executive Director of the Nevada State Apartment Association and the County Commissioner.  
16 (Exhibit L, Letter of Nevada State Apartment Association Executive Director, dated November  
17 22, 2019; Exhibit M, Letter of County Commissioner, dated August 20, 2020.)

18          100.    However, those long-term improvements came with a short-term cost related to the  
19 financial profitability of the Properties resulting from a dramatic decrease in the occupancy rate  
20 during the first few months that Westland operated the Properties.

21          101.    Specifically, occupancy rates at the Properties bottomed out at 44% during July  
22 2019.

23          102.    Based on those decreased occupancy rates at the Properties, from the time of  
24 Westland's acquisition through early 2020, the Properties were not even generating sufficient  
25 income to pay the Properties' monthly debt service obligations.

26          103.    When the Properties were not generating sufficient income between September  
27 2018 through early 2020, Westland was required to invest several million dollars of its own funds  
28 for the Properties to be able to meet their monthly debt service obligations and other obligations.

1           104.   However, by early 2020 Westland's efforts had begun to pay off financially as well,  
2 because not only had the occupancy rate at the Properties risen to 61% in February 2020, but  
3 Westland was able to obtain an increased rental rate for each renovated residential unit that  
4 Westland had "turned" and made rent ready – or stated differently, *by January 2020 the Properties*  
5 *were stabilized with a positive NOI, and by April 2020 they were meeting their monthly debt*  
6 *service payments.*

7           105.   Under Westland's management, the occupancy rates have continued to increase by  
8 the 3% per month figure Westland projected within its November 2019 strategic plan, and the  
9 Properties currently have over an 80% occupancy rate as of August 2020. (Exhibit N, Westland  
10 Strategic Improvement Plan for Liberty Village and Village Square, dated November 27, 2019.)

11           106.   Coincidentally, the Properties' current over 80% occupancy rate is nearly identical  
12 to, but slightly higher than, the 77.7% *real* occupancy rate that existed at the Properties at the time  
13 they were operated by the Shamrock Entities.

14           107.   Even though the occupancy rates are nearly the same, the Properties are currently  
15 far more profitable than under the Shamrock Entities ownership, because based on the higher  
16 quality renovations that Westland performs when "turning" units, as well as Westland's superior  
17 screening of tenants, Westland has been able to implement significantly higher unit rents.

18           108.   The Properties are now not only covering debt service but are now also generating  
19 income in excess of operating expenses and improvement costs.

20           109.   As such, Westland's management has been able to restore the Properties, and is  
21 now operating them at a high level of efficiency.

22           110.   The efficient management that Westland has put in place at the Properties is  
23 unlikely to be able to be replicated by an outside property management vendor, as Westland's 32  
24 onsite employees have developed an in-depth knowledge of the Properties.

25           111.   Further, not only has Westland invested in the Properties themselves, but Westland  
26 has also begun to strategically invest in the local community, in order to develop community-based  
27 resources in the local area that will make the Properties attractive to hard-working families.  
28

1 112. Specifically, shortly after Westland's purchase of the Properties, its onsite  
2 management reported that a liquor store and bar located on a parcel adjacent to the Square  
3 Property, at 3435 North Nellis Boulevard, Las Vegas (the "Parcel"), were attracting a criminal  
4 element to the neighborhood. (Exhibit O, Property Site Map [showing the location of the Parcel  
5 in relation to Properties].)

6 113. Upon contacting the Parcel's owners, Westland learned that the bar and liquor store  
7 were then being under-managed, because the original owner had passed away and the Parcel was  
8 under the supervision an out-of-state executor for an estate.

9 114. The bar and liquor store only occupied a small portion space on the Parcel.

10 115. Ultimately, when Westland's efforts to have the administrator take a more active  
11 role with the Parcel was ineffective, in January 2019, Westland offered to buy the Parcel, so that  
12 it could oversee the businesses that would operate there, and could redevelop the site to improve  
13 the community-based resources available to the Properties' residents.

14 116. Westland signed a purchase and sale agreement for the Parcel on July 8, 2019, and  
15 completed its purchase of the property in February 2020. (Exhibit P, Purchase and Sale Agreement  
16 for 3435 N. Nellis Blvd., Las Vegas, dated July 8, 2019.)

17 117. Since completing the purchase in February 2020, Westland has been working with  
18 the Office of the County Commissioner to develop community-based services at the Parcel.

19 118. Proposals for such services include a police substation and/or community day care  
20 center.

21 119. Based on interactions with its tenants, Westland's management staff has  
22 determined that increasing such community-based services in the immediate vicinity of the  
23 Properties would be attractive to the working class families that Westland serves.

24 120. Based not only on Westland's investment in the Properties, but also in the local  
25 community, Westland would be irreparably harmed, if a receiver is put in place.

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1 **Grandbridge's Servicing of the Loans since the Assumption**

2 121. Upon information and belief, after Westland disclosed to Grandbridge and Fannie  
3 Mae that the Shamrock Entities' financial statements failed to provide accurate occupancy rates  
4 for the Properties, the loans and Grandbridge's underwriting came under greater scrutiny from  
5 Fannie Mae.

6 122. Upon information and belief, Fannie Mae for the first time recognized that  
7 Grandbridge's underwriting was insufficient and did not comply with Fannie Mae guidelines.

8 123. Upon information and belief, Fannie Mae for the first time recognized that the loan  
9 had been underwritten despite it violating Fannie Mae's credit and underwriting criteria credit and  
10 underwriting criteria, because, *inter alia*, the two properties had excessively high crime rates, the  
11 properties were subject to a prior Fannie Mae REO sale, and the income for the Properties was  
12 overstated.

13 124. Upon information and belief, Fannie Mae demanded for Grandbridge to either  
14 provide additional reserve funding as security or for Grandbridge to obtain additional security from  
15 the borrower on the Loans.

16 125. Upon information and belief, Grandbridge decided that it would push the obligation  
17 onto Westland.

18 126. Based on the assumption agreement that Liberty LLC and Square LLC executed,  
19 any effort by Grandbridge and/or Fannie Mae to adjust the deposits required from Westland had  
20 to be administered consistent with the terms of the Multifamily Loan and Security Agreement  
21 signed by the Shamrock Entities (the "Loan Agreements") for each Property.

22 **The Loan Agreements' Requirements for Adjustments to Deposits**

23 127. Section 13.02(a)(3) of the Loan Agreements governs *adjustments to deposits* and  
24 permits such adjustments under only two limited circumstances: 1) after a property condition  
25 assessment is performed on loans with a term that is over 10 years long; or 2) as a condition for a  
26 transfer of either the underlying real property or an entity owning the real property. (Plaintiff's  
27 Complaint, Ex. 1, pages 69-70, Section 13.02(a)(3); Plaintiff's Complaint, Ex. 6, pages 69-70,  
28 Section 13.02(a)(3).)

1           128.   Schedule B to the Loan Agreements shows that each of the loans at issue here has  
2 loan terms lasting 84 months, or seven years, so Section 13.02(a)(3)(A) does not permit an  
3 adjustment to the deposits. (Plaintiff's Complaint, Ex. 1, pages 69-70, Section 13.02(a)(3)(A), and  
4 page 115, Schedule B [showing the 84 month loan term]; Plaintiff's Complaint, Ex. 6, pages 69-  
5 70, Section 13.02(a)(3)(A), and page 115, Schedule B [showing the 84 month loan term].)

6           129.   Even in the case of a ten-year loan, the PCA is not conducted until between the  
7 sixth and ninth month of the tenth year, unless it is an affordable housing loan, which this is not.  
8 (Id.)

9           130.   Otherwise, an adjustment to the deposits may only be made as a condition for a  
10 transfer of either the underlying real property or an entity owning the real property, but here no  
11 such condition was presented at the time that the loans were assumed. (Plaintiff's Complaint, Ex.  
12 1, pages 69-70, Section 13.02(a)(3)(B); Plaintiff's Complaint, Ex. 6, pages 69-70, Section  
13 13.02(a)(3)(B).)

14           131.   Fannie Mae and Grandbridge have failed to act in good faith by ignoring the explicit  
15 contract term that governs when adjustments to the loans required deposits may be required from  
16 the borrower.

17           132.   Upon information and belief, the limitations on adjustments to the deposits exist as  
18 a borrower protection, so that an unscrupulous servicer, such as Grandbridge, does not improperly  
19 attempt to revise the deposit amounts after a loan has already been agreed upon by a borrower and  
20 the borrower no longer has any recourse, because at that point the borrower would be subject to  
21 additional costs and fees in order to arrange for alternative financing.

22 **The Loan Terms for Property Condition Assessments**

23           133.   Additionally, the Loan Agreements specify that limitations apply on when a  
24 Property Condition Assessment may be conducted. Such an assessment may only occur after  
25 "Lender determines that the condition of the Mortgaged Property has deteriorated (ordinary wear  
26 and tear excepted) since the Effective Date" of the loan. (Plaintiff's Complaint, Exhibit 1, page  
27 39, Article 6.03(c).)

28

1           134. Neither Fannie Mae nor Grandbridge had any reasonable basis to determine that  
2 the condition of the Properties had deteriorated in excess of ordinary wear and tear from the time  
3 the loans were taken out in November 2017.

4           135. Moreover, neither Fannie Mae nor Grandbridge bothered to obtain a report or other  
5 information establishing the condition of the Properties at the time the loans were assumed in late  
6 August 2018, despite the Loan Agreements providing for such an assessment.

7           136. The failure to obtain such a report renders any assertion by Fannie Mae and/or  
8 Grandbridge that the condition of either Property has deteriorated since the loan on the Properties  
9 was assumed baseless and unsupportable.

10          137. Without a valid basis in the loan documents, in mid-2019, Grandbridge's  
11 representatives, individually and as an agent/servicer for Fannie Mae, demanded access for a  
12 property assessment by the Texas-based f3, Inc.

13          138. Moreover, Fannie Mae and Grandbridge knew that they were improperly seeking a  
14 Property Condition Assessment report, because prior to conducting the property condition  
15 assessment, during a phone call in July 2019, Grandbridge's Senior Vice President of Loan  
16 Servicing and Asset Management Joe Greenhaw represented that Westland would not be required  
17 to pay the cost of the assessment if Westland agreed to provide f3, Inc. PCA access to the  
18 Properties, despite that the Loan Agreements provides a Property Condition Assessment will be  
19 conducted "at Borrower's expense" when it is warranted by the Loan Agreements. (Plaintiff's  
20 Complaint, Exhibit 1, page 39, Article 6.03(c).)

21          139. Mr. Greenhaw also represented that if any deficiencies were found, Westland would  
22 only be required to provide a small addition to the reserve accounts, consistent with deferred  
23 maintenance scheduling practices then in place, which would stretch the depositing of the cost of  
24 any repairs required over the life of the loans.

25          140. Based on Mr. Greenhaw's representations, Westland provided f3, Inc. access to  
26 conduct a property condition assessment.



1           141. Had Mr. Greenhaw, Grandbridge, or Fannie Mae been honest about their intentions,  
2 Westland would not have provided access to f3, Inc. for a property condition assessment, because  
3 there was no requirement to do so based on the Loan Agreements.

4           142. Upon information and belief, Fannie Mae and its servicers do not utilize f3, Inc. for  
5 PCA reports issued before a loan closes, but f3, Inc. is one of their preferred vendors when Fannie  
6 Mae and Grandbridge want a report to support a demand for additional repair and replacement  
7 reserve funding.

8           143. Not surprisingly then, f3, Inc., provided a skewed and inflated assessment designed  
9 to cover for Grandbridge's prior poor underwriting at the Properties.

10          144. The PCA resulted in those inflated values because f3, Inc. was employed to, and in  
11 fact did, utilize a far different standard than the lenient standard employed by CBRE when it was  
12 to Grandbridge's and Fannie Mae's benefit to have lower reserve numbers.

13          145. In contrast to CBRE, which inspected a random 10% of the units at each Property,  
14 f3's inspections were consistent with a stated agenda by servicer Grandbridge and Fannie Mae.

15          146. f3 noted that it inspected 352 of the 720 units at the Liberty Property, which  
16 amounted to 48.9% of the units, and 211 of the 409 units at the Square Property, which amounted  
17 to 51.6% of the units, including nearly every vacant unit at both Properties. Consistent with  
18 Grandbridge's design, the inspections were performed or replacement costs to serve as the basis  
19 for an improper adjustment of reserve deposits. (Plaintiff's Complaint, Ex. 11, page 7 and 315.)

20          147. Further, in contrast to CBRE's depreciation schedule for the Liberty Property that  
21 required \$300 per unit/per annum, which was increased to \$354 per unit per annum when  
22 accounting for inflation (Exhibit D, at 6, 10), f3, Inc. recommended a monthly fee of \$406 per unit  
23 per annum, which amounted to \$446 when accounting for inflation. (Plaintiff's Complaint, Ex.  
24 11, pages 334.)

25          148. Likewise, in contrast to CBRE's depreciation schedule for the Square Property that  
26 required \$210 per unit/per annum, which was increased to \$248 per unit per annum when  
27 accounting for inflation (Exhibit E, at 6, 10), f3, Inc. recommended a monthly fee of \$312 per unit  
28

1 per annum, which amounted to \$342 when accounting for inflation. (Plaintiff's Complaint, Ex.  
2 11, page 23.)

3 149. For scheduled maintenance on the same depreciable items identified in two  
4 inspections around a year apart there is no reason for the Liberty Property to have a \$92, i.e. 25.6%  
5 increase in per door; or the Square Property to have a \$94, i.e. 37.9% increase per door. f3's  
6 numbers increased despite the tens of thousands of dollars Westland had already invested in the  
7 Properties to fix them up, particularly as units turned over. It is clear not only that f3 used a totally  
8 different standard than the inspection report that was part of the inducement to have Westland  
9 assume these non-performing loans from Shamrock, it is equally clear that f3 was given and  
10 executed an agenda, and did not undertake an independent assessment of the Properties' condition.

11 150. Had the same standard been employed at the time of the loans' initial property  
12 condition assessment, or during a property condition assessment at the time of the assumption, the  
13 Shamrock Entities would have been responsible to pay those costs. And, if neither Grandbridge  
14 nor Fannie Mae required an additional deposit from the Shamrock Entities at that time, then  
15 Westland would have required either an adjustment to the purchase price that it paid Shamrock or  
16 required Shamrock to fully fund the lender's adjustment to the reserve deposit. Had Westland  
17 known it would be held to a higher standard after closing than Shamrock was helped to before and  
18 during the assumption period, then these protections would have been a condition to completing  
19 the loan assumption or Westland would not have completed the purchase and loan assumption at  
20 all. Instead, Fannie Mae and Grandview changed the rules after the fact.

21 151. Based on the f3, Inc. assessment, a demand was made for Westland to deposit an  
22 additional \$2,706,150.00 (\$1,507,098.00 for the Liberty Property and \$1,199,052.00 for the  
23 Square Property) into reserves.

24 152. The f3, Inc. report identified those deposits as repair reserve items.<sup>10</sup>

25 \_\_\_\_\_  
26 <sup>10</sup> Upon information and belief, Grandbridge and Fannie Mae recognized that the physical conditions listed in the f3,  
27 Inc. PCAs were not the types of items previously listed in the repair schedules, and on that basis at the time of default  
28 attempted to recast those amount as an addition to the replacement reserve in the Notice of Default and Acceleration  
of Note, despite that Grandbridge had specifically transferred funds from the interest bearing replacement reserve to  
the non-interest bearing repair reserve. (Pl. Complaint, Exhibit 13, at page 1 [listing purported defaults]; cf. Pl.  
Complaint, Exhibit 12, at page 2 [transferring funds to repair reserve escrow].)

153. When Westland objected and advised Fannie Mae and Grandbridge that their actions seemed in bad faith because Westland had already spent \$1.8 million on capital expenditures that improved the condition of the Property, which caused the condition of the Properties to have improved not deteriorated, Defendants responded with a non-specific default notice letter in December 2019.

154. And, even though Westland objected to placing those funds into reserve accounts due to the fact that Grandbridge has routinely failed to respond to any reserve disbursement request,<sup>11</sup> Westland has still performed the vast majority, if not all of the items identified in the September 2019 PCA reports for both Properties over the course of the past year, and has continued fully to perform on the loans.

155. As such, based on Fannie Mae's and Grandbridge's deceptive practices, it would be improper to permit Fannie Mae and Grandbridge to continue to utilize the improperly obtained f3, Inc. property condition assessment.

#### **The Loan Terms for Additional Lender Reserves and Replacements**

156. Additionally, instead of utilizing the applicable section of the Loan Agreements dealing with adjustments to deposits, namely Article 13.02(a)(3), Fannie Mae and Grandbridge asserted a default based on Section 13.02(a)(4) regarding insufficient funds in reserve accounts, without clearly identifying the mechanism by which they assert that such an "increase in the Replacement Reserve Account" is warranted.

157. The reason for the lack of clarity is simple, their demands for adjustments to the deposits violate the Loan Agreements.

158. Specifically, Section 13.02(a)(4) is a vague catch-all section of the Loan Agreements that deals with additional deposits for Replacement Reserves, Required Repairs, Additional Lender Repairs, Additional Lender Replacements and Borrower Requested Repairs.

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<sup>11</sup> For instance, at the time of acquisition of the Properties, two buildings at Liberty Village were damaged by fires, which rendered them complete losses. The insurance carrier issued joint checks for the nearly \$1 million that it cost to restore those buildings. All of the funds from the carrier have been held by Grandbridge since that time, and Westland funded the full cost to completely restore those buildings. Still, nothing was received in response to Westland's reserve disbursement request, despite those funds being specifically earmarked for restoring the buildings associated with the fires. As such, *Grandbridge has improperly withheld \$1 million of Westland's funds.*

1           159. Westland has not submitted any request for disbursements related to a “Borrower  
2 Requested Repair,” which is a defined term in the Loan Agreements that only arises when a  
3 borrower asks for a disbursement for items other than those appearing on a schedule, but with such  
4 disbursement request it is clear that no such deposit is required from the Westland.

5           160. The Required Repairs Escrow was fully funded at the time the initial loan was  
6 funded, no additional Required Repairs deposit was mandated at the time the loans were assumed,  
7 and there was, and is, no basis for Fannie Mae to assert that the amount escrowed for such repairs  
8 was insufficient because at the time of the loan assumption Fannie Mae and Grandbridge  
9 recognized that all such repairs had been performed other than a \$9,375.00 reserve related to  
10 refinishing the sport courts at the Liberty Property (Exhibit J, at 7; Exhibit K, at 7.)

11           161. Notably, the only cost remaining in the repair reserve, for sport court related repairs,  
12 remains fully funded – specifically, \$9,375.00 remains in the Required Repair Escrow for that  
13 purpose.

14           162. Likewise, Schedule 1 of each Loan Agreement, which defines “Additional Lender  
15 Repairs” as “*repairs of the type listed on the Required Repair Schedule* but not otherwise identified  
16 thereon . . . to keep the Mortgaged Property in good order and repair (ordinary wear and tear  
17 excepted)” effectively prohibits any request for additional reserves, because Grandbridge and  
18 Fannie Mae have admitted that no such repairs remained outstanding. (Plaintiff’s Complaint, Ex.  
19 1, Schedule 1, page 93; Plaintiff’s Complaint, Ex. 6, Schedule 1, page 93. [emphasis added].)

20           163. Nonetheless, the PCA conducted by f3, Inc., demands a deposit of approximately  
21 \$2.7 million dollars for “immediate repairs.”

22           164. \$1,908,760 of those “immediate repairs” were related to “turning” vacant  
23 apartments into rent ready units, which was an expense that was clearly not addressed in any prior  
24 schedule at the time of the initial loan or the assumption.

25           165. Instead, the prior report by CBRE stated that such costs were expected to be handled  
26 in the ordinary course of business as opposed to part of the reserve process.

27  
28

1           166. The remaining “repair” items either were not addressed in any schedule, or were of  
2 a type that was addressed in the original replacement reserve schedule by an addition to the  
3 monthly debt service charges.

4           167. As to deposits under the Replacement Reserve, it would be improper to require an  
5 immediate deposit, because no immediate deposit was required for any such expense at the Square  
6 Property either upon the initial closing of the loan or upon its assumption.

7           168. To now demand over one million dollars (\$1,000,000) of reserves for only the  
8 Square Property related to such depreciable costs, on items such as roofs, boilers and turning  
9 vacant units, after the passage of only one year seems disingenuous at best, and instead reveals  
10 that a different condition standard is being used, apparently to cover up Grandview’s poor  
11 underwriting of the loans from a weaker borrower (Shamrock) in the first place.

12           169. Of course changing the rules after closing a deal is not permitted. Here, using a  
13 different standard is directly contrary to Schedule 1 of each Loan Agreement that defined the term  
14 “Additional Lender Replacements” to mean “*replacements of the type listed on the Required*  
15 *Replacement Schedule* but not otherwise identified thereon . . . to keep the Mortgaged Property in  
16 good order and repair (ordinary wear and tear excepted).” (Plaintiff’s Complaint, Ex. 1, Schedule  
17 1, page 93; Plaintiff’s Complaint, Ex. 6, Schedule 1, page 93. [emphasis added].)

18           170. Based on the depreciable schedule associated with such costs it is insupportable to  
19 demand that the entire cost of such items would be advanced to the present. Rather, such costs are  
20 naturally consistent with funding through inclusion on a monthly debt service obligation payment  
21 designed to match the depreciation schedule of the underlying asset.

22           171. Likewise, deviating from the depreciation schedule agreed when the loans funded  
23 is improper for both Properties, because the underlying depreciation schedules for the same assets  
24 should not have changed, and did not change when Westland assumed the two loans.

25           172. Notably, each definition of additional repairs, additional replacements, and  
26 conditions that justify performing a property condition assessment provides that “ordinary wear  
27 and tear [is] excepted,” but the vast majority of the items Servicer seeks a deposit for are items  
28

1 related to “ordinary wear and tear” within vacant units, which is thereby precluded by the  
2 definitions contained in the Loan Agreements.

3 173. Additionally, Servicer’s demand is improper because the definitions for Additional  
4 Lender Repair and Additional Lender Replacement are limited to repairs or replacements “of the  
5 type listed” on the two schedules attached to the Loan Agreement.

6 174. However, even ignoring the language of the defined terms from the Loan  
7 Agreement, it is clear that the amount included in the original schedules for the Liberty Property  
8 and Square Property which totaled \$560,187.00, or 1.5% of the loan balance are not of the same  
9 type or substantially equivalent to the additional reserve funding that Fannie Mae and Grandbridge  
10 seek in the amount of \$2,706,150.00 or 7.05% of the loan balance, after only one year has passed,  
11 and both Properties, by any objective measure are much improved and the collateral is much more  
12 valuable than when Westland assumed the loans.

13 175. Perhaps even more alarming is that the figures for the calculation of monthly  
14 reserve allocations payments changed dramatically as well. The monthly reserve allocations  
15 should have remained the same if the same standard had been used.

16 176. As such, the factual circumstances evidence that Fannie Mae and Grandbridge’s  
17 assertion of a default is baseless, because there is no demonstrable deterioration in the condition  
18 of the Properties.

### 19 **The Abandoned Default**

20 177. Notably, this is not the only baseless default that Fannie Mae and Grandbridge have  
21 made, because they also initially cited a default based on “Borrower’s [ ] failure to maintain the  
22 Mortgage Property in accordance with Article 6 of the Loan Agreement.” (Ex. 13, page 1.)

23 178. However, if based on the failure to make repairs, that purported default was  
24 disingenuous because Fannie Mae and Grandbridge never provided Westland an opportunity to  
25 perform repairs, as contemplated by the Loan Agreements, prior to making their \$2.7 million  
26 demand to place funds into escrow.

27 179. Upon information and belief, such an assertion of a default was in bad faith,  
28 because Article 6 is six pages in length, and after Westland’s request for further information on

1 the purported default, including the identification of the section breached, neither Grandbridge nor  
2 Fannie Mae ever provided any response.

3 180. Upon information and belief, Fannie Mae and Grandbridge have abandoned that  
4 baseless claim, because it does not appear as a basis for relief in the Complaint.

5 **The Purported Default**

6 181. On or about October 18, 2019, Michael Woolf of Grandbridge forwarded a letter to  
7 each Westland entity, which recounted that a Property Condition Assessment was performed on  
8 September 9 through 11, 2019, and included “a schedule of needed repairs” as an attachment.

9 182. The letter stated that the various physical conditions at the Properties amounted to  
10 Additional Lender Repairs and Additional Lender Replacements under the Loan Agreements, and  
11 that Grandbridge would require Westland to “execute an Amendment to the Loan Agreement  
12 reflecting the amendment and restatement of the” repair and replacement reserve schedules that  
13 were attached to the Loan Agreement.

14 183. Based on that demand for Westland to execute new replacement and repair reserve  
15 schedules, it was stated that Westland would need to deposit \$1,753,145 to the Liberty Property  
16 repairs escrow account, and \$1,092,835.00 to the Square Property repairs escrow account.

17 184. Further, the letter noted that Grandbridge would be transferring 75% of the balance  
18 from the interest bearing Replacement Reserve account balance to the non-interest bearing Repair  
19 Reserve account.

20 185. Based on those transfers, Westland would be deprived of the interest that would  
21 normally accrue to the \$246,047.00 transferred from Replacement Reserve at the Liberty Property  
22 and to the interest normally accruing on the \$106,217 for the Square Property.

23 186. Grandbridge and/or Fannie Mae took those actions in bad faith.

24 187. On November 1, 2019, Westland requested an extension of time to consider the  
25 request, so it could evaluate the PCA reports and formulate a response without interfering with  
26 Jewish holidays.

27 188. Minutes later, Grandbridge and/or Fannie Mae refused this request for a little bit  
28 more time.

1           189. On November 13, 2019, Westland contested the demand, noted that the requested  
2 adjustments to the reserves was improper, and gave a list of reasons why. Westland also advised  
3 that it would agree to engage in an open dialogue to attempt to obtain a resolution. (Exhibit Q,  
4 Letter of John Hofsaess, dated November 13, 2019.)

5           190. In response to Westland's letter, prior to the November 18, 2019, deadline for a  
6 deposit, Grandbridge stated that Westland would have to place the full amount of the requested  
7 reserves into escrow or face a Default.

8           191. After Grandbridge refused to have any substantive conversation with Westland or  
9 to extend its time to respond to the demand, Westland requested to speak directly with Fannie Mae  
10 prior to November 18, 2019, but Westland did not receive any further response to its inquiry prior  
11 to November 18, 2019.

12           192. After November 18, 2019, Fannie Mae and Grandbridge refused to have any  
13 discussion of the proper amount of reserve funding unless Westland signed a pre-negotiation letter,  
14 which would require Westland to admit to a default.

15           193. In an effort to pacify Grandbridge and Fannie Mae, on November 28, 2019,  
16 Westland forwarded a letter containing Westland's Strategic Plan for the Properties, which  
17 designated a budget for any outstanding repairs, and addressed that many of the requested repairs  
18 had already been performed.

19           194. On or about December 21, 2019, Westland received a default letter, dated  
20 December 17, 2019, with the above-referenced purported defaults.

21           195. On December 23, 2019, Westland submitted a letter to Fannie Mae's counsel  
22 requesting additional details, including an identification of the specific sections of the loan  
23 agreements that had been violated, but no response was ever received. (Exhibit R, Letter of John  
24 Hofsaess, dated December 23, 2019.)

25           196. On January 6, 2020, after not having received a response to the December 23, 2019,  
26 Westland again sought further clarification, but no clarifying response was ever received. (Exhibit  
27 S, Letter of John Hofsaess, dated January 6, 2020.)  
28



1           197. Instead, Fannie Mae and Grandbridge only forwarded a pre-negotiation letter with  
2 unacceptable terms to even enter into a potential discussion of the proper amount of reserves.

3           198. When Westland requested that Grandbridge agree to make adjustments to the  
4 draconian requirements of the pre-negotiation letter, Fannie Mae and Grandbridge refused.

5           199. Despite declaring a default on or about December 17, 2019, Grandbridge and  
6 Fannie Mae continued to remove an ACH payment from Westland's account for the month of  
7 January 2020.

8           200. In February 2020, in an apparent attempt to create a financial default, where no  
9 such default previously existed, without prior notice, Grandbridge did not remove any ACH  
10 payment for February 2020, as it had been doing for months, and as had been requested by  
11 Grandview, and agreed to by Westland as its method of paying the loans each month.

12           201. When Westland realized the monthly debt service obligation payment was not  
13 timely withdrawn on or about February 4, 2020, Westland contacted the loan servicer, requested a  
14 billing statement, and the loan servicer's representative responded that a statement would be sent.

15           202. The loan servicer never responded further, nor did it provide any billing statement  
16 as promised.

17           203. As such, on February 10, 2020, without any response from the loan servicer, Square  
18 LLC issued a check for \$58,471.94, and Liberty LLC issued a check for \$180,621.79, which  
19 approximated the amount of the last monthly debt service obligation payment plus 10%.

20           204. Every month since February 2020, Square LLC and Liberty LLC have forwarded  
21 the loan servicer a check for \$58,471.94 and \$180,621.79 respectively to approximate the amount  
22 of the last monthly debt service obligation payment plus 10%. The loan servicer has accepted  
23 those funds, and legal counsel for the lender has confirmed receipt of each of those payments in a  
24 series of non-waiver letters. (Exhibit T, Lender's counsel's Non-Waiver Letters, dated February  
25 19, 2020 (February 2020 payment), March 11, 2020 (March 2020 payment), June 4, 2020 (April,  
26 May & June 2020 payments) August 12, 2020 (July & August 2020 payments).)

27           205. On several occasions, after the October 2019 Notice of Demand, Westland has  
28 attempted to discuss the proper amount of reserve funding related to the loans, but through counsel,

1 Grandbridge and/or Fannie Mae have refused to do so without attaching conditions that have in  
2 effect operated as a poison pill, including that Westland pay for all costs associated with  
3 Grandbridge's attempts to increase Westland's reserve deposits despite having no such rights in  
4 the Loan documents.

5 206. For instance, in June 2020, Fannie Mae's counsel relayed that Fannie Mae would  
6 agree to discuss the purported default and attempt to resolve the parties' dispute, but represented  
7 that they would not do so without an update regarding the Properties' status, without counsel  
8 being present, without Westland continuing to make monthly debt service payments, and without  
9 Westland agreeing to pay all the costs and legal fees that Fannie Mae and Grandbridge had  
10 incurred in conjunction with the improper default.

11 207. Westland responded by consenting to each of those terms, other than agreeing to  
12 pay the costs and legal fees they were attempting to extract as an entrance fee to enter into a  
13 discussion with Fannie Mae. Still, in June 2020, Fannie Mae responded that they would not agree  
14 to meet without Westland agreeing to all four terms. On August 13, 2020, after Westland produced  
15 over 2,300 pages of work orders showing the additional work that had been done at the Properties  
16 between May 2019 and June 2020, Fannie Mae's counsel provided that he would request that  
17 Fannie Mae meet without Westland agreeing to pay such cost and fees. On August 24, 2020,  
18 Fannie Mae's counsel confirmed that they would not agree to a waiver of those costs and fees, and  
19 stated that they would agree to meet only based on the application of Westland's excess monthly  
20 debt service obligation payments, because Fannie Mae planned to apply those payments to costs  
21 and fees.

22 208. Despite Westland fully paying its monthly debt service obligations on time, and its  
23 continuing to make improvements at the Properties that render the purported default notice moot,  
24 and further despite both Fannie Mae and Grandbridge knowing those facts to be true, on July 15,  
25 2020, Fannie Mae's counsel illegally forwarded Westland a notice of default and election to sell  
26 the Properties.

27 209. Based on the foregoing, Westland has had to respond with this legal filing, in order  
28 to prevent and improper foreclosure and appointment of a receiver.

1           210. Westland’s legal filings are necessary to prevent Fannie Mae and Grandbridge  
2 from selling or foreclosing on the Property until Westland’s claims are heard on the merits.

3           211. Without an injunction, Westland will be irreparably harmed by the loss of the  
4 Properties, or control of the Properties to the extent a receiver is appointed.

5           212. Moreover, since Westland’s purchase of the Properties, Westland has expended  
6 significant additional funds and resources in relation to the Properties, in excess of \$3.5 million  
7 in capital expense and related improvements alone, which would be lost by the foreclosure sale.

8           213. Finally, without Court intervention, approximately \$20,000,000 in equity  
9 combined for the Properties will be lost via foreclosure.

10       **IV. COUNTERCLAIMS**

11           **a. FIRST CAUSE OF ACTION (BREACH OF CONTRACT – LIBERTY**  
12           **LOAN – BY WESTLAND LIBERTY VILLAGE, LLC)**

13           214. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
14 preceding paragraphs as if fully set forth herein.

15           215. A valid assumption agreement was entered into between Liberty LLC, on the one  
16 hand, and Fannie Mae and Grandbridge on the other hand, on August 29, 2018, specifically the  
17 Assumption and Release Agreement.

18           216. The assumption agreement utilized the general provisions of the Multifamily Loan  
19 and Security Agreement entered into between Liberty LLC’s predecessor on the one hand, and  
20 Fannie Mae and Grandbridge on the other hand, to specify the terms that would govern the parties’  
21 practices for administration of the loan.

22           217. Upon information and belief, Grandbridge assigned its interests in a portion of the  
23 Multifamily Loan and Security Agreement to Fannie Mae, but continued as Lender and Servicer  
24 on either the Loan agreement or a portion of the agreements that were signed by Liberty LLC’s  
25 predecessor, which obligations were assumed by Liberty LLC.

26           218. Separately, Grandbridge signed the closing statement, which conveyed its 1% loan  
27 assumption fee as “Lender.”  
28

1           219. Grandbridge signed the Liberty Loan agreements, and the assumption agreement  
2 with Westland, both on its own behalf and on behalf of Fannie Mae.

3           220. Liberty LLC has performed all of the duties and obligations required of it under the  
4 terms of the Loan Agreement with Fannie Mae, including timely making monthly periodic loan  
5 payments and paying the 1% loan assumption fee.

6           221. Liberty LLC has performed all of the duties and obligations required of it under the  
7 terms of the terms of the Loan Agreement with Grandbridge, including timely making monthly  
8 periodic loan payment and paying the 1% loan assumption fee.

9           222. To the extent that any duties or obligations required of Westland have not been  
10 performed, such duties or obligations have been excused because of Grandbridge's and Fannie  
11 Mae's non-performance of the Agreement.

12           223. Fannie Mae and Grandbridge have materially breached their agreement with  
13 Liberty LLC by failing to require adequate reserves at the time of the initial loan, requesting and  
14 performing an improper property condition assessment, utilizing that improper PCA to demand  
15 and adjustment to reserve deposits, failing to disburse funds in response to reserve disbursement  
16 requests, sending/filing improper notices, and generally violating the terms of the Multifamily  
17 Loan and Security Agreement to the point that the administration has become so one-sided that  
18 Liberty LLC had no option but to commence these proceedings.

19           224. That as a direct and proximate result of Fannie Mae's breach of contract, Liberty  
20 LLC has been damaged in an amount in excess of \$15,000.00, the exact amount of which will be  
21 determined at trial.

22           225. That it has been necessary for Liberty LLC to retain counsel to prosecute this action  
23 by reason of which it is entitled to reasonable attorney's fees.

24           **b. SECOND CAUSE OF ACTION (BREACH OF CONTRACT – SQUARE**  
25           **LOAN – BY WESTLAND VILLAGE SQUARE, LLC)**

26           226. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
27 preceding paragraphs as if fully set forth herein.  
28

1           227. A valid assumption agreement was entered into between Square LLC, on the one  
2 hand, and Fannie Mae and Grandbridge on the other hand, on August 29, 2018, specifically the  
3 Assumption and Release Agreement.

4           228. The assumption agreement utilized the general provisions of the Multifamily Loan  
5 and Security Agreement entered into between Square LLC's predecessor on the one hand, and  
6 Fannie Mae and Grandbridge on the other hand, to specify the terms that would govern the parties'  
7 practices for administration of the loan.

8           229. Upon information and belief, Grandbridge assigned its interests in a portion of the  
9 Multifamily Loan and Security Agreement to Fannie Mae, but continued as Lender and Servicer  
10 on either the loan agreement or a portion of the agreements that were signed by Square LLC's  
11 predecessor, which obligations were assumed by Square LLC.

12           230. Separately, Grandbridge signed the closing statement, which conveyed its 1% loan  
13 assumption fee as "Lender."

14           231. Grandbridge signed the Square Loan agreements, and the assumption agreement  
15 with Westland, both on its own behalf and on behalf of Fannie Mae.

16           232. Square LLC has performed all of the duties and obligations required of it under the  
17 terms of the Loan Agreement with Fannie Mae, including timely making monthly periodic loan  
18 payment and paying the 1% loan assumption fee.

19           233. Square LLC has performed all of the duties and obligations required of it under the  
20 terms of the terms of the Loan Agreement with Grandbridge, including timely making monthly  
21 periodic loan payment and paying the 1% loan assumption fee.

22           234. To the extent that any duties or obligations required of Westland have not been  
23 performed, such duties or obligations have been excused because of Grandbridge's and Fannie  
24 Mae's non-performance of the Agreement.

25           235. Fannie Mae has materially breached its agreement with Square LLC by failing to  
26 require adequate reserves at the time of the initial loan, requesting and performing an improper  
27 property condition assessment, utilizing that improper PCA to demand and adjustment to reserve  
28 deposits, failing to disburse funds in response to reserve disbursement requests, sending/filing

1 improper notices, and generally violating the terms of the Multifamily Loan and Security  
2 Agreement to the point that the administration has become so one-sided that Square LLC had no  
3 option but to commence these proceedings.

4 236. That as a direct and proximate result of Fannie Mae's breach of contract, Square  
5 LLC has been damaged in an amount in excess of \$15,000.00, the exact amount of which will be  
6 determined at trial.

7 237. That it has been necessary for Liberty LLC to retain counsel to prosecute this action  
8 by reason of which it is entitled to reasonable attorney's fees.

9 **c. THIRD CAUSE OF ACTION (BREACH OF COVENANT OF GOOD**  
10 **FAITH AND FAIR DEALING)**

11 238. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
12 preceding paragraphs as if fully set forth herein.

13 239. A valid and binding agreement was formed between Westland and Fannie  
14 Mae/Grandbridge on each of the two separate sets of loan agreements.

15 240. Westland's agreements utilized the general provisions of the underlying loan  
16 agreement entered into between Westland's predecessor and Fannie Mae/Grandbridge to specify  
17 the terms that would govern the parties' practices for administration of the loan.

18 241. In every contract, including the loans between Westland and Fannie  
19 Mae/Grandbridge, there exists in law an implied covenant of good faith and fair dealing.

20 242. Both prior to the loan assumption and after, Westland acted in good faith by paying  
21 Fannie Mae/Grandbridge a 1% loan assumption fee under each agreement, providing Fannie  
22 Mae/Grandbridge access to both the Liberty Property and the Square Property, paying for  
23 substantial improvements at each of the Properties, improving the condition of each of the  
24 Properties and their tenant base, providing confidential business documents to Fannie  
25 Mae/Grandbridge, and continuously paying Westland's full loan payments on a timely basis even  
26 after Fannie Mae/Grandbridge without prior notice suspended the automatic ACH payments the  
27 parties had used as the agreed upon method of payment by Westland for the Loan.

28

1           243. Fannie Mae and Grandbridge wrongfully and deliberately took advantage of  
2 Westland's good faith actions, by, *inter alia*, failing to perform all conditions, covenants and  
3 promises required by them in accordance with the loans, including without limitation, altering the  
4 standard that they would apply to a property condition assessment undertaken in July 2019 from  
5 the standard used at the time the loan was assumed, telling Westland that they would cover the  
6 cost of the July 2019 property condition assessments but then refusing to discuss the purported  
7 default unless Westland paid those costs, making a demand that Westland deposit an additional  
8 \$2,706,150.00 into escrow despite that the condition of its Properties had improved not  
9 deteriorated since the assumption agreement was signed, and by each of these actions Fannie Mae  
10 thereby breached the implied covenant of good faith and fair dealing inherent in the subject  
11 agreement.

12           244. Grandbridge's actions were taken both on its own behalf as a Lender and/or  
13 Servicer, and/or on behalf of Fannie Mae as its agent.

14           245. Wherefore Grandbridge and Fannie Mae did not act in good faith, that is, did not  
15 perform its contract with each Counterclaimant in the manner reasonably contemplated by the  
16 parties, so that each Counterclaimant has a remedy that goes beyond that of breach of the express  
17 terms of their contract.

18           246. Grandbridge's and Fannie Mae's actions, misrepresentations, deception,  
19 concealment, and breach of the covenant of good faith and fair dealing were done intentionally  
20 with malice for the specific purpose of causing injury to Liberty LLC and Square LLC.

21           247. As a direct and proximate result of Fannie Mae's breach, each Counterclaimant has  
22 suffered damages in excess of \$15,000.00, the exact amount of which will be proven at trial.

23           248. As a further direct and proximate result of Fannie Mae's breach, each  
24 Counterclaimant has had to hire counsel to prosecute this matter by reason of which it is entitled  
25 to reasonable attorney's fees.

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1                   **d. FOURTH CAUSE OF ACTION (DECLARATORY RELIEF)**

2           249. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
3 preceding paragraphs as if fully set forth herein.

4           250. A genuine justiciable controversy exists relevant to the rights and obligations herein  
5 regarding Westland's obligations under each of the Loan Agreements, and whether Fannie Mae  
6 and Grandbridge may demand that Westland deposit additional funds into reserve accounts.

7           251. The interests of Counterclaimants, on the one hand, and Fannie Mae and  
8 Grandbridge on the other are adverse.

9           252. Specifically, the present dispute that resulted in a Notice of Default and Election to  
10 Sell being sent by Fannie Mae is a dispute over the parties' interpretation of Article 13.02 of the  
11 Loan Agreement related to adjustments to reserve funding and the related reserve administration  
12 requirements, as well as Article 6.03 related to the conditions when property condition assessments  
13 may be utilized.

14           253. Westland has a legally protectable interest in the two Properties.

15           254. These issues are ripe for judicial determination, because on or about October 18,  
16 2019, Grandbridge served a Notice of Demand, both as Servicer/Lender, and on behalf of Fannie  
17 Mae.

18           255. These issues are ripe for judicial determination, because on or about July 15, 2020,  
19 Fannie Mae served Westland with a Notice of Default and Intent to Sell the Properties.

20           256. These issues are ripe for judicial determination, because on or about August 12,  
21 2020, Fannie Mae filed a complaint seeking the appointment of a receiver to ouster Westland from  
22 its Properties.

23           257. Westland seeks an order from this Court declaring that Article 13.02 and Article  
24 6.03 are only implicated if the condition of the Properties has physically deteriorated, or impaired  
25 the value of Fannie Mae's and Grandbridge's security, and that no additional reserve deposit is  
26 needed.

27           258. Westland seeks an order from this Court declaring that Fannie Mae and/or  
28 Grandbridge breached the terms of the two Loan Agreements by demanding a property condition



1 assessment, demanding the adjustment of reserve deposits without any proper basis, and filing a  
2 NOD.

3 259. That it has been necessary for Westland to retain the services of legal counsel for  
4 which Westland is entitled to recover such costs and expenses from Fannie Mae.

5 **e. FIFTH CAUSE OF ACTION (FRAUD IN THE INDUCEMENT)**

6 260. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
7 preceding paragraphs as if fully set forth herein.

8 261. That Westland entered into its Loan Agreement relying on Fannie Mae and  
9 Grandbridge continuing to utilize the same standard for evaluating the condition of the Properties  
10 that had been used at the origination of the Loan Agreements during late 2017, and at the time of  
11 the loan assumption during the summer of 2018.

12 262. When Grandbridge forwarded documents regarding the loan assumption and loan  
13 agreements to Westland, it did so not only on its own behalf, but also on behalf of Fannie Mae,  
14 who advised Grandbridge to forward those documents to Westland with the intent that Westland  
15 would be provided the loan assumption, loan agreements, and reserve schedules, and that Westland  
16 would rely on those documents.

17 263. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
18 Fannie Mae to Liberty LLC that, “after a thorough review and analysis of the Proposed Borrower’s  
19 [Liberty LLC’s] financial and managerial capacity, the Assumption has been approved on the  
20 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
21 schedule identified on Exhibit B attached hereto; No Change to the Required Repair Reserve of  
22 \$39,375.00 as identified in schedule on Exhibit C attached hereto . . .” (Exhibit J.) Further, Exhibit  
23 C, Required Reserve Schedule, listed all items as completed, except for a \$9,375.00 holdback for  
24 “Misc. Concrete and Fence Repairs. Sports Court Resurfacing” that was shown as having already  
25 been fully funded. (Exhibit J, at 7.)

26 264. Further, by letter dated August 20, 2018, Grandbridge represented on behalf of  
27 itself and Fannie Mae to Square LLC that, “after a thorough review and analysis of the Proposed  
28 Borrower’s [Square LLC’s] financial and managerial capacity, the Assumption has been approved

1 on the following terms: . . . No change to the Replacement Reserve monthly deposit or established  
2 schedule identified on Exhibit B attached hereto . . .” (Exhibit K.) Further, Exhibit C, Required  
3 Repair Reserve Schedule, simply stated “N/A” indicating that no repair reserve was required for  
4 that loan. (Exhibit K, at 7.)

5 265. Fannie Mae and Grandbridge knew that Westland relied upon the amounts and  
6 types of conditions requiring reserve deposits when entering into the Loan Agreements.

7 266. That Fannie Mae and Grandbridge did not inform Westland that they planned to  
8 seek additional reserves in order to induce Westland to consent to the Loan Agreements, to collect  
9 the loan assumption fee from Westland, for Grandbridge to improve its own liquidity position with  
10 Fannie Mae, to improve the creditworthiness of Fannie Mae’s loan portfolio, to attempt to  
11 improperly generate additional fees and costs, and to improperly profit off of holding Westland’s  
12 funds in a non-interest bearing escrow account.

13 267. That Fannie Mae does credit reviews and monitoring of Grandbridge’s lending  
14 practices, and upon information and belief, that Fannie Mae determined that Grandbridge failed to  
15 follow Fannie Mae’s credit and underwriting criteria for loans in underwriting the November 2017  
16 loan.

17 268. Upon information and belief, that Fannie Mae required that Grandbridge obtain  
18 additional security due to its poor underwriting, and thus Grandbridge had no intent to service the  
19 Loan Agreements consistent with the documentation that was provided at the time of the August  
20 2018 loan assumption.

21 269. That had Westland known that Fannie Mae and Grandbridge would require an  
22 additional deposit of over \$2.7 million of additional reserve funding based on a loan balance of  
23 approximately \$38.6 million, which amounts to approximately 7% of the loan amount, for a loan  
24 with a seven year term, Counterclaimants would not have entered into the assumption agreement  
25 and would have obtained alternative financing.

26 270. Westland reasonably relied upon the types of expenses contained in the repair and  
27 replacement escrow accounts schedules, because Westland has entered into numerous loan  
28

1 agreements previously, but on those loan agreements, the lender never requested any significant  
2 adjusted reserve deposits.

3 271. Westland relied on Fannie Mae's material misstatements and omissions by paying  
4 a 1% loan assumption fee, providing Fannie Mae access to the Property, paying for substantial  
5 improvements at the Property, improving the condition of the Property and its tenant base,  
6 providing Fannie Mae confidential business documents, and continuously paying loan payments.

7 272. As a result of Grandbridge's misrepresentations and concealments, on behalf of  
8 itself and Fannie Mae, Westland was induced to enter into the assumption agreement with Fannie  
9 Mae as lender and Grandbridge as servicer, which has damaged Westland.

10 273. As a direct and proximate result of Fannie Mae's misstatements and omissions,  
11 Westland has suffered damages in excess of \$15,000.00, the exact amount of which will be proven  
12 at trial, because, *inter alia*, this is the only default that Westland has ever suffered, it will impair  
13 Westland's credit rating leading to long term higher borrowing costs, and it has impaired  
14 Westland's ability to re-finance its Properties at a time when interest rates are at an all-time low.

15 274. By reason of the foregoing, Fannie Mae acted with oppression, fraud and malice,  
16 and therefore, Westland is entitled to exemplary and punitive damages.

17 **f. SIXTH CAUSE OF ACTION (NEGLIGENT MISREPRESENTATION AND**  
18 **CONCEALMENT)**

19 275. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
20 preceding paragraphs as if fully set forth herein.

21 276. Grandbridge and Fannie Mae supplied information and made material  
22 misrepresentations to Westland, including without limitation, as detailed above that adequate  
23 reserve amounts had already been submitted, consistent with the schedules attached to the loan  
24 assumption letters and documentation.

25 277. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
26 Fannie Mae to Westland that, it conducted "a thorough review and analysis of the Proposed  
27 Borrower's financial and managerial capacity" before approving the assumption.  
28

1           278. Upon information and belief, Grandbridge negligently misrepresented that it  
2 conducted an adequate review when setting the reserve amounts in August 2018, prior to Westland  
3 signing the loan assumption, because a short one (1) year later, it requested an additional \$2.7  
4 million be placed into escrow with no deterioration of the Properties.

5           279. The information and representations made by Grandbridge and Fannie Mae was  
6 false, in that unbeknownst to Westland they knew the loan did not have sufficient security, and  
7 that there was a substantial likelihood they would attempt to seek additional reserves.

8           280. Grandbridge and Fannie Mae supplied the information and made the  
9 representations to induce Westland to rely upon it, to act or refrain from acting in reliance upon it,  
10 and to have Westland enter into the assumption agreement.

11           281. Grandbridge and Fannie Mae owed Westland a duty not to make material  
12 misrepresentations.

13           282. Westland justifiably relied upon the information Grandbridge and Fannie Mae  
14 provided.

15           283. As a direct and proximate result of Fannie Mae's misstatements and omissions,  
16 Westland has suffered damages in excess of \$15,000.00, the exact amount of which will be proven  
17 at trial, because, *inter alia*, this is the only default that Westland has ever suffered and it will impair  
18 Westland's credit rating and leading to long term higher borrowing costs, and it has impaired  
19 Westland's ability to re-finance its Properties at a time when interest rates are at an all-time low.

20           **g. SEVENTH CAUSE OF ACTION (CONVERSION)**

21           284. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
22 preceding paragraphs as if fully set forth herein.

23           285. Grandbridge processed all reserve reimbursement payment requests, both on behalf  
24 of Fannie Mae, and for its own benefit.

25           286. Westland has submitted several prior reserve reimbursement requests that have  
26 gone unanswered by Grandbridge, including before its November 2019 demand for additional  
27 reserve funding.  
28

1           287. Westland and its predecessor submitted funds related to two fire insurance claims  
2 to Grandbridge, which earmarked funds were to be held in escrow until the two fire-damaged  
3 building were rebuilt.

4           288. The fire-damaged buildings were completely rebuilt with Westland's funds.

5           289. Westland has submitted reserve disbursement requests for the release of those  
6 funds, and other reserve disbursement requests for work that was completed, each of which was  
7 accompanied by invoices, proof of payment, and documentation showing approval of all required  
8 permits, but Grandbridge has failed to respond to those requests.

9           290. As such, Fannie Mae has wrongfully exerted dominion over Westland's personal  
10 property, including, without limitation, the funds that Grandbridge is holding in reserve accounts,  
11 that were earmarked for reconstruction of two fire damaged buildings at the Liberty Property, and  
12 Grandbridge has thereby wrongly converted the funds to their own use and benefit.

13           291. Fannie Mae's continued dominion over Westland's personal property was  
14 unauthorized and inconsistent with Westland's property rights.

15           292. Fannie Mae's dominion over Westland's personal property deprived Westland of  
16 all of their property rights relating thereto.

17           293. Fannie Mae's acts constitute conversion.

18           294. As a direct and proximate result of Fannie Mae's conversion, Westland has suffered  
19 damages in excess of \$15,000.00, the exact amount of which will be proven at trial.

20           295. Further, due to the wanton, malicious, and intentional conduct of Fannie Mae,  
21 Westland is entitled to an award of exemplary and punitive damages against Fannie Mae.

22           296. Fannie Mae knew that by refusing to return the converted proceeds after just  
23 demand, Borrowers would have to hire counsel to have those funds returned. Thus, it was  
24 foreseeable that Borrowers would incur attorney's fees as special damages. Borrowers have  
25 incurred these fees and request same as part of their special damages for conversion.

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1                   **h. EIGHTH CAUSE OF ACTION (INJUNCTIVE RELIEF)**

2                   297. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
3 preceding paragraphs as if fully set forth herein.

4                   298. On or about July 15, 2020, two NODs were filed against the Liberty Property and  
5 the Square Property and served on Westland.

6                   299. Upon information and belief, in Nevada, the typical period for a foreclosure sale to  
7 occur after a borrower receives a NOD is 120 days.

8                   300. As Westland has made all debt service payments, and complied with the terms of  
9 the Loan Agreements, the Properties rightfully belong to Westland.

10                  301. Fannie Mae and Grandbridge are attempting to utilize Nevada's non-judicial  
11 foreclosure process to improperly seize and sell Westland's Liberty Property and Square Property.

12                  302. Real property is a unique asset, and on that basis, in the event that a wrongful  
13 foreclosure sale occurs, Westland will suffer extreme hardship and actual and impending  
14 irreparable loss and damage.

15                  303. Westland has no adequate or speedy remedy at law to prevent the sale of the  
16 Properties, and injunctive relief is therefore Westland's only means for securing relief.

17                  304. Westland is likely to succeed in this lawsuit on the merits of its claims.

18                  305. Based on the foregoing, Westland is entitled to temporary restraining orders and  
19 preliminary and permanent injunctive relief to preserve the status quo, to mitigate its damages, and  
20 to prevent further irreparable injury to Westland, including, without limitation by: (a) enjoining  
21 Fannie Mae and/or Grandbridge from any further attempts to foreclose on the Properties related to  
22 their baseless requests to adjust the reserve deposits, and (b) enjoining Fannie Mae and/or  
23 Grandbridge from any further attempts to coerce Westland into providing additional reserves or to  
24 pay for the expenses related to the default that Grandbridge manufactured.

25                  306. As a further direct and proximate result of Fannie Mae's and/or Grandbridge's  
26 improper demands to adjust reserves, their filing of the NOD, and the filing of their Complaint  
27 seeking appointment of a receiver, Westland has had to hire counsel to prosecute this matter by  
28 reason of which it is entitled to reasonable attorney's fees.

1                   **i. NINTH CAUSE OF ACTION (EQUITABLE RELIEF/RESCISSION/**  
2                   **REFORMATION)**

3                   307. Counterclaimants repeat, reallege, and incorporate the allegations set forth in the  
4 preceding paragraphs as if fully set forth herein.

5                   308. On or about August 29, 2018, Westland entered into two assumption agreements  
6 for the loans applicable to the Liberty Property and the Square Property.

7                   309. Prior to signing the assumption, Grandbridge individually, and on behalf of Fannie  
8 Mae, forwarded Westland a loan assumption agreement letter, which contained the terms under  
9 which it would permit Westland’s assumption of the Liberty Loan and Square Loan.

10                  310. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
11 Fannie Mae to Liberty LLC that, “after a thorough review and analysis of the Proposed Borrower’s  
12 [Liberty LLC’s] financial and managerial capacity, the Assumption has been approved on the  
13 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
14 schedule identified on Exhibit B attached hereto; No Change to the Required Repair Reserve of  
15 \$39,375.00 as identified in schedule on Exhibit C attached hereto . . .” (Exhibit J.) Further, Exhibit  
16 C, Required Reserve Schedule, listed all items as completed, except for a \$9,375.00 holdback for  
17 “Misc. Concrete and Fence Repairs. Sports Court Resurfacing” that was shown as having already  
18 been fully funded. (Exhibit J, at 7.)

19                  311. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
20 Fannie Mae to Square LLC that, “after a thorough review and analysis of the Proposed Borrower’s  
21 [Square LLC’s] financial and managerial capacity, the Assumption has been approved on the  
22 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
23 schedule identified on Exhibit B attached hereto . . .” (Exhibit K.) Further, Exhibit C, Required  
24 Repair Reserve Schedule, simply stated “N/A” indicating that no repair reserve was required for  
25 that loan. (Exhibit K, at 7.)

26                  312. When the loan assumption agreements were signed, the above-referenced Required  
27 Repair Reserve Schedule and Required Replacement Reserve Schedule, for each Property, were  
28 specifically included as part of the assumption agreement.

1           313. The statements made by Grandbridge, on behalf of itself and on behalf of Fannie  
2 Mae, were either false or amounted to a mutual mistake by both parties, because Grandbridge and  
3 Fannie Mae later attempted to obtain additional reserve payments in excess of the schedules that  
4 were provided to Westland, and those requests for additional reserve deposits included requests to  
5 deposit \$2.7 million of funds related to physical conditions that were not of the same type or  
6 category as the expenses included in the schedules.

7           314. In making those statements, Fannie Mae and Grandbridge knew that Westland  
8 would rely upon the amounts and types of conditions requiring reserve deposits when entering into  
9 the Loan Agreements, and intended for Westland to do so, to ensure that the loans would close.

10          315. Westland did rely on the amounts and types of conditions requiring reserve deposits  
11 that were listed in the schedules attached to the loan assumption letters, and as such Westland  
12 justifiably relied upon the information Grandbridge and Fannie Mae provided.

13          316. If Grandbridge or Fannie Mae would have had f3 or other inspection company  
14 perform a PCA as thorough and with the same criteria before the assumption as it did a year later,  
15 and told Westland that an additional reserve deposit would be required, then Westland would have  
16 demanded that the Shamrock Entities met the additional reserve funding requirement prior to  
17 agreeing to assume the loan, that the terms of the purchase and/or loan assumption be amended,  
18 and/or other relief from the Shamrock Entities, Fannie Mae and/or Grandbridge, and without such  
19 relief, would not have entered into the two assumption agreements.

20          317. As such, to the extent that that a finding is made that the loan agreements would  
21 permit Grandbridge and Fannie Mae to demand additional reserve deposits, then the loan  
22 documents should be reformed consistent with the statements contained in the loan assumption  
23 letters and its attached reserve schedules due to irregularities in assumption process amounting to  
24 fraud, unfairness or oppression, and if not reformed, other appropriate equitable relief to rectify  
25 the inequities and unfairness of this situation, and if not, then rescinded altogether.

26          318. Based on the foregoing, Westland is entitled to reformation, other equitable relief,  
27 or rescission of the loan agreements consistent with Grandbridge's and Fannie Mae's statements  
28 that no additional reserve deposits were required for the loans.



1           319. As a further direct and proximate result of Fannie Mae's and/or Grandbridge's  
2 improper demands to adjust reserves and related actions, Westland has had to hire counsel to  
3 prosecute this matter and obtain reformation of the loan documents by reason of which it is entitled  
4 to reasonable attorney's fees.

5           **WHEREFORE**, Counterclaimants pray for judgment against Counterclaim-Defendant, as  
6 follows:

- 7           1. For declaratory relief acknowledging that no default has occurred and that
- 8           Counterclaim-Defendant improperly sought a property condition assessment;
- 9           2. For injunctive relief, including without limitation, precluding any non-judicial
- 10           foreclosure against either the Liberty Property or the Square Property;
- 11           3. For equitable relief as demanded herein;
- 12           4. For compensatory damages in excess of \$15,000;
- 13           5. For punitive damages;
- 14           6. For prejudgment interest at the statutory rate;
- 15           7. For attorney's fees and costs of suit herein including as special damages for
- 16           conversion; and
- 17           8. For such other relief as the Court deems appropriate.

18 Dated: August 31, 2020

LAW OFFICES OF JOHN BENEDICT

19 /s/ John Benedict

20 John Benedict (NV Bar No. 5581)

21 2190 E. Pebble Road, Suite 260

Las Vegas, NV 89123

Telephone: (702) 333-3770

22 *Attorneys for Defendants/Counterclaimants/Third*  
23 *Party Plaintiffs Westland Liberty Village, LLC &*  
24 *Westland Village Square LLC*

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**THIRD PARTY COMPLAINT**

Defendants/Counterclaimants/Third Party Plaintiffs, Westland Liberty Village, LLC (“Liberty LLC”) and Westland Village Square, LLC (“Square LLC” and in combination with Liberty LLC, “Counterclaimants” or “Westland”), through their attorneys of record, the Law Offices of John Benedict, for their Third Party Complaint against Grandbridge Real Estate Capital, LLC (formerly Cohen Financial, Suntrust Bank, and Truist Bank, but for ease of reference, regardless of the time period, it shall be referred to solely as “Grandbridge” or “Servicer”)<sup>12</sup> hereby incorporate in full all allegations contained in Section I, Statement of Case, Section II, Parties, and Section III, Facts Common to all Causes of Action, as asserted above in the Counterclaim, and assert the following causes of action against Grandbridge as follows and maintaining the numbering from the Counterclaim for ease of reference:

**V. CLAIMS FOR RELIEF**

**a. FIRST CAUSE OF ACTION (FOR BREACH OF CONTRACT – LIBERTY LOAN – BY WESTLAND LIBERTY VILLAGE, LLC)**

320. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

321. A valid assumption agreement was entered into between Liberty LLC, on the one hand, and Fannie Mae and Grandbridge on the other hand, on August 29, 2018, specifically the Assumption and Release Agreement.

322. The assumption agreement utilized the general provisions of the Multifamily Loan and Security Agreement entered into between Liberty LLC’s predecessor on the one hand, and Fannie Mae and Grandbridge on the other hand, to specify the terms that would govern the parties’ practices for administration of the loan.

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<sup>12</sup> While the Servicer has had multiple name changes, including based on a merger with BB&T Bank, the employees “servicing” this loan have continuously remained the same regardless of the name of the entity.

1           323. Upon information and belief, Grandbridge assigned its interests in a portion of the  
2 Multifamily Loan and Security Agreement to Fannie Mae, but continued as Lender and Servicer  
3 on either the loan agreement or a portion of the agreements that were signed by Liberty LLC's  
4 predecessor, which obligations were assumed by Liberty LLC.

5           324. Separately, Grandbridge signed the closing statement, which conveyed its 1% loan  
6 assumption fee as "Lender."

7           325. Grandbridge signed the Liberty Loan agreements, and the assumption agreement  
8 with Westland, both on its own behalf and on behalf of Fannie Mae.

9           326. Liberty LLC has performed all of the duties and obligations required of it under the  
10 terms of the Loan Agreement with Fannie Mae, including timely making monthly periodic loan  
11 payment and paying the 1% loan assumption fee.

12           327. Liberty LLC has performed all of the duties and obligations required of it under the  
13 terms of the terms of the Loan Agreement with Grandbridge, including timely making monthly  
14 periodic loan payment and paying the 1% loan assumption fee.

15           328. To the extent that any duties or obligations required of Westland have not been  
16 performed, such duties or obligations have been excused because of Grandbridge's and Fannie  
17 Mae's non-performance of the Agreement.

18           329. Grandbridge has materially breached its agreement with Liberty LLC by failing to  
19 require adequate reserves at the time of the initial loan, requesting and performing an improper  
20 property condition assessment, utilizing that improper PCA to demand and adjustment to reserve  
21 deposits, failing to disburse funds in response to reserve disbursement requests, sending/filing  
22 improper notices, and generally violating the terms of the Multifamily Loan and Security  
23 Agreement to the point that the administration has become so one-sided that Liberty LLC had no  
24 option but to commence these proceedings.

25           330. That as a direct and proximate result of Grandbridge's breach of contract, Liberty  
26 LLC has been damaged in an amount in excess of \$15,000.00, the exact amount of which will be  
27 determined at trial.

28

1           331. That it has been necessary for Liberty LLC to retain counsel to prosecute this action  
2 by reason of which it is entitled to reasonable attorney's fees.

3                   **b. SECOND CAUSE OF ACTION (BREACH OF CONTRACT – SQUARE**  
4                   **LOAN – BY WESTLAND VILLAGE SQUARE, LLC)**

5           332. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
6 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

7           333. A valid assumption agreement was entered into between Square LLC, on the one  
8 hand, and Fannie Mae and Grandbridge on the other hand, on August 29, 2018, specifically the  
9 Assumption and Release Agreement.

10          334. The assumption agreement utilized the general provisions of the Multifamily Loan  
11 and Security Agreement entered into between Liberty Square LLC's predecessor on the one hand,  
12 and Fannie Mae and Grandbridge on the other hand, to specify the terms that would govern the  
13 parties' practices for administration of the loan.

14          335. Upon information and belief, Grandbridge assigned its interests in a portion of the  
15 Multifamily Loan and Security Agreement to Fannie Mae, but continued as Lender and Servicer  
16 on either the loan agreement or a portion of the agreements that were signed by Square LLC's  
17 predecessor, which obligations were assumed by Square LLC.

18          336. Separately, Grandbridge signed the closing statement, which conveyed its 1% loan  
19 assumption fee as "Lender."

20          337. Grandbridge signed the Square Loan agreements, and the assumption agreement  
21 with Westland, both on its own behalf and on behalf of Fannie Mae.

22          338. Square LLC has performed all of the duties and obligations required of it under the  
23 terms of the Loan Agreement with Fannie Mae, including timely making monthly periodic loan  
24 payment and paying the 1% loan assumption fee.

25          339. Square LLC has performed all of the duties and obligations required of it under the  
26 terms of the terms of the Loan Agreement with Grandbridge, including timely making monthly  
27 periodic loan payment and paying the 1% loan assumption fee.  
28

1           340. To the extent that any duties or obligations required of Westland have not been  
2 performed, such duties or obligations have been excused because of Grandbridge's and Fannie  
3 Mae's non-performance of the Agreement.

4           341. Grandbridge has materially breached its agreement with Square LLC by failing to  
5 require adequate reserves at the time of the initial loan, requesting and performing an improper  
6 property condition assessment, utilizing that improper PCA to demand and adjustment to reserve  
7 deposits, failing to disburse funds in response to reserve disbursement requests, sending/filing  
8 improper notices, and generally violating the terms of the Multifamily Loan and Security  
9 Agreement to the point that the administration has become so one-sided that Square LLC had no  
10 option but to commence these proceedings.

11           342. That as a direct and proximate result of Grandbridge's breach of contract, Square  
12 LLC has been damaged in an amount in excess of \$15,000.00, the exact amount of which will be  
13 determined at trial.

14           343. That it has been necessary for Square LLC to retain counsel to prosecute this action  
15 by reason of which it is entitled to reasonable attorney's fees.

16           **c. THIRD CAUSE OF ACTION (BREACH OF COVENANT OF GOOD**  
17           **FAITH AND FAIR DEALING – BY BOTH THIRD PARTY PLAINTIFFS)**

18           344. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
19 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

20           345. A valid and binding agreement was formed between Westland and Fannie  
21 Mae/Grandbridge on each of the two separate sets of loan agreements.

22           346. Westland's agreements utilized the general provisions of the underlying loan  
23 agreement entered into between Westland's predecessor and Fannie Mae/Grandbridge to specify  
24 the terms that would govern the parties' practices for administration of the loan.

25           347. In every contract, including the loans between Westland and Fannie  
26 Mae/Grandbridge, there exists in law an implied covenant of good faith and fair dealing.

27           348. Both prior to the loan assumption and after, Westland acted in good faith by paying  
28 Fannie Mae/Grandbridge a 1% loan assumption fee under each agreement, providing Fannie

1 Mae/Grandbridge access to both the Liberty Property and the Square Property, paying for  
2 substantial improvements at each of the Properties, improving the condition of each of the  
3 Properties and their tenant base, providing confidential business documents to Fannie  
4 Mae/Grandbridge, and continuously paying Westland's full loan payments on a timely basis even  
5 after Fannie Mae/Grandbridge suspended the automatic ACH payments the parties had used  
6 without prior notice.

7 349. Grandbridge wrongfully and deliberately took advantage of Westland's good faith  
8 actions, by, *inter alia*, failing to perform all conditions, covenants and promises required under the  
9 Loan Agreements, including without limitation, altering the standard that they would apply to a  
10 property condition assessment undertaken in July 2019 from the standard used at the time the loan  
11 was assumed, telling Westland that they would cover the cost of the July 2019 property condition  
12 assessments but then refusing to discuss the purported default unless Westland paid those costs,  
13 making a demand that Westland deposit an additional \$2,706,150.00 into escrow despite that the  
14 condition of its Properties had improved not deteriorated since the assumption agreement was  
15 signed, and by each of these actions Grandbridge and Fannie Mae thereby breached the implied  
16 covenant of good faith and fair dealing inherent in the subject agreement.

17 350. Grandbridge's actions were taken both on its own behalf as a Lender and/or  
18 Servicer.

19 351. Wherefore Grandbridge did not act in good faith, that is, did not perform its contract  
20 with each Third Party Plaintiff in the manner reasonably contemplated by the parties, so that each  
21 Third Party Plaintiff has a remedy that goes beyond that of breach of the express terms of their  
22 contract.

23 352. Grandbridge's actions, misrepresentations, deception, concealment, and breach of  
24 the covenant of good faith and fair dealing were done intentionally with malice for the specific  
25 purpose of causing injury to Liberty LLC and Square LLC.

26 353. As a direct and proximate result of Grandbridge's breach, each Third Party Plaintiff  
27 has suffered damages in excess of \$15,000.00, the exact amount of which will be proven at trial.  
28

1           354. As a further direct and proximate result of Grandbridge's breach, each Third Party  
2 Plaintiff has had to hire counsel to prosecute this matter by reason of which it is entitled to  
3 reasonable attorney's fees.

4           **d. FOURTH CAUSE OF ACTION (DECLARATORY RELIEF)**

5           355. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
6 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

7           356. A genuine justiciable controversy exists relevant to the rights and obligations herein  
8 regarding Westland's obligations under each of the Loan Agreements, and whether Grandbridge  
9 may demand that Westland deposit additional funds into reserve accounts.

10          357. The interests of Third Party Plaintiffs, on the one hand, and Grandbridge on the  
11 other are adverse.

12          358. Specifically, the present dispute that resulted in a Notice of Default and Election to  
13 Sell being sent by Fannie Mae is a dispute over the parties' interpretation of Article 13.02 of the  
14 Loan Agreement related to adjustments to reserve funding and the related reserve administration  
15 requirements, as well as Article 6.03 related to the conditions when property condition assessments  
16 may be utilized.

17          359. Westland has a legally protectable interest in the two Properties.

18          360. These issues are ripe for judicial determination, because on or about October 18,  
19 2019, Grandbridge served a Notice of Demand, both as Servicer/Lender, and/or on behalf of  
20 Fannie Mae.

21          361. These issues are ripe for judicial determination, because on or about July 15, 2020,  
22 Fannie Mae served Westland with a Notice of Default and Intent to Sell Westland's Properties.

23          362. These issues are ripe for judicial determination, because on or about August 12,  
24 2020, Fannie Mae filed a complaint seeking the appointment of a receiver to ouster Westland from  
25 its Properties.

26          363. Westland seeks an order from this Court declaring that Article 13.02 and Article  
27 6.03 are only implicated if the condition of the Properties has physically deteriorated, or impaired  
28

1 the value of Fannie Mae's and Grandbridge's security, and that no additional reserve deposit is  
2 needed.

3 364. Westland seeks an order from this Court declaring that Fannie Mae and/or  
4 Grandbridge breached the terms of the two Loan Agreements by demanding a property condition  
5 assessment, demanding the adjustment of reserve deposits without any proper basis, and filing a  
6 NOD.

7 365. That it has been necessary for Westland to retain the services of legal counsel for  
8 which Westland is entitled to recover such costs and expenses from Grandbridge.

9 **e. FIFTH CAUSE OF ACTION (FRAUD IN THE INDUCEMENT)**

10 366. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
11 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

12 367. That Westland entered into its Loan Agreement relying on Fannie Mae and  
13 Grandbridge continuing to utilize the same standard for evaluating the condition of the Properties  
14 that had been used at the origination of the Loan Agreements during late 2017, and at the time of  
15 the loan assumption during the summer of 2018.

16 368. When Grandbridge forwarded documents regarding the loan assumption and loan  
17 agreements to Westland, it did so not only on its own behalf, but also on behalf of Fannie Mae,  
18 who advised Grandbridge to forward those documents to Westland with the intent that Westland  
19 would be provided the loan assumption, loan agreements, and reserve schedules, and that Westland  
20 would rely on those documents.

21 369. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
22 Fannie Mae to Liberty LLC that, "after a thorough review and analysis of the Proposed Borrower's  
23 [Liberty LLC's] financial and managerial capacity, the Assumption has been approved on the  
24 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
25 schedule identified on Exhibit B attached hereto; No Change to the Required Repair Reserve of  
26 \$39,375.00 as identified in schedule on Exhibit C attached hereto . . ." (Exhibit J.) Further, Exhibit  
27 C, Required Reserve Schedule, listed all items as completed, except for a \$9,375.00 holdback for  
28



1 “Misc. Concrete and Fence Repairs. Sports Court Resurfacing” that was shown as having already  
2 been fully funded. (Exhibit J, at 7.)

3 370. Further, by letter dated August 20, 2018, Grandbridge represented on behalf of  
4 itself and Fannie Mae to Square LLC that, “after a thorough review and analysis of the Proposed  
5 Borrower’s [Square LLC’s] financial and managerial capacity, the Assumption has been approved  
6 on the following terms: . . . No change to the Replacement Reserve monthly deposit or established  
7 schedule identified on Exhibit B attached hereto . . .” (Exhibit K.) Further, Exhibit C, Required  
8 Repair Reserve Schedule, simply stated “N/A” indicating that no repair reserve was required for  
9 that loan. (Exhibit K, at 7.)

10 371. Grandbridge knew that Westland relied upon the amounts and types of conditions  
11 requiring reserve deposits when entering into the Loan Agreements.

12 372. Grandbridge did not inform Westland that they planned to seek additional reserves  
13 in order to induce Westland to consent to the Loan Agreements, to collect the loan assumption fee  
14 from Westland, for Grandbridge to improve its own liquidity position with Fannie Mae, to improve  
15 the creditworthiness of Fannie Mae’s loan portfolio, to attempt to improperly generate additional  
16 fees and costs, and to improperly profit off of holding Westland’s funds in a non-interest bearing  
17 escrow account.

18 373. That Fannie Mae does credit reviews and monitoring of Grandbridge’s lending  
19 practices, and upon information and belief, that Fannie Mae determined that Grandbridge failed to  
20 follow Fannie Mae’s credit and underwriting criteria for loans in underwriting the November 2017  
21 loan.

22 374. Upon information and belief, that Fannie Mae required that Grandbridge obtain  
23 additional security due to its poor underwriting, and thus Grandbridge had no intent to service the  
24 Loan Agreements consistent with the documentation that was provided at the time of the August  
25 2018 loan assumption.

26 375. That had Westland known that Fannie Mae and Grandbridge would require an  
27 additional deposit of over \$2.7 million of additional reserve funding based on a loan balance of  
28 approximately \$38.6 million, which amounts to approximately 7% of the loan amount, for a loan

1 with a seven year term, Counterclaimants would not have entered into the assumption agreement  
2 and would have obtained alternative financing.

3 376. Westland reasonably relied upon the types of expenses contained in the repair and  
4 replacement escrow accounts schedules, because Westland has entered into numerous loan  
5 agreements previously, but on those loan agreements, the lender never requested any significant  
6 adjusted reserve deposits.

7 377. Westland relied on Fannie Mae's material misstatements and omissions by paying  
8 a 1% loan assumption fee, providing Fannie Mae access to the Property, paying for substantial  
9 improvements at the Property, improving the condition of the Property and its tenant base,  
10 providing Fannie Mae confidential business documents, and continuously paying loan payments.

11 378. As a result of Grandbridge's misrepresentations, Westland was induced to enter  
12 into the assumption agreement with Fannie Mae as lender and Grandbridge as servicer, which has  
13 damaged Westland.

14 379. As a direct and proximate result of Grandbridge's misstatements and omissions,  
15 Westland has suffered damages in excess of \$15,000.00, the exact amount of which will be proven  
16 at trial, because, *inter alia*, this is the only default that Westland has ever suffered, it will impair  
17 Westland's credit rating leading to long term higher borrowing costs, and it has impaired  
18 Westland's ability to re-finance its Properties at a time when interest rates are at an all-time low.

19 380. By reason of the foregoing, Grandbridge acted with oppression, fraud and malice,  
20 and therefore, Westland is entitled to exemplary and punitive damages.

21 **f. SIXTH CAUSE OF ACTION (NEGLIGENT MISREPRESENTATION AND**  
22 **CONCEALMENT)**

23 381. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
24 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

25 382. Grandbridge supplied information and made material misrepresentations to  
26 Westland, including without limitation, as detailed above that adequate reserve amounts had  
27 already been submitted, consistent with the schedules attached to the loan assumption letters and  
28 documentation.

1           383. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
2 Fannie Mae to Westland that, it conducted “a thorough review and analysis of the Proposed  
3 Borrower’s financial and managerial capacity” before approving the assumption.

4           384. Upon information and belief, Grandbridge negligently misrepresented that it  
5 conducted an adequate review when setting the reserve amounts in August 2018, prior to Westland  
6 signing the loan assumption, because a short one (1) year later, it requested an additional \$2.7  
7 million be placed into escrow with no deterioration of the Properties.

8           385. The information and representations made by Grandbridge was false, in that  
9 unbeknownst to Westland they knew the loan did not have sufficient security, and that there was  
10 a substantial likelihood they would attempt to seek additional reserves.

11           386. Grandbridge supplied the information and made the representations to induce  
12 Westland to rely upon it, to act or refrain from acting in reliance upon it, and to have Westland  
13 enter into the assumption agreement.

14           387. Grandbridge owed Westland a duty not to make material misrepresentations.

15           388. Westland justifiably relied upon the information Grandbridge provided.

16           389. As a direct and proximate result of Grandbridge’s misstatements and omissions,  
17 Westland has suffered damages in excess of \$15,000.00, the exact amount of which will be proven  
18 at trial, because, *inter alia*, this is the only default that Westland has ever suffered and it will impair  
19 Westland’s credit rating and leading to long term higher borrowing costs, and it has impaired  
20 Westland’s ability to re-finance its Properties at a time when interest rates are at an all-time low.

21           **g. SEVENTH CAUSE OF ACTION (INTENTIONAL INTERFERENCE WITH**  
22           **CONTRACT)**

23           390. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
24 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

25           391. To the extent that Grandbridge is not found to be a party to the assumption  
26 agreements and/or the loan agreements, this cause of action is pleaded in the alternative against it  
27 by both Third Party Plaintiffs.

28

1           392. Based on Westland's financial disclosures at the time of the loan assumption,  
2 Grandbridge knew Westland Real Estate Group is a privately held real estate company with a  
3 sizable portfolio of properties, and approximately \$800 million in loans outstanding.

4           393. Each of the loans underlying that are part of that \$800 million loan portfolio is a  
5 written contractual agreement. Upon information and belief, Grandbridge knows these contracts  
6 and lending arrangements exist.

7           394. Further, Grandbridge knew that \$300 million of Westland's loans are outstanding  
8 with Fannie Mae, and that it is economically advantageous for Westland to have access to lender  
9 funds in order to refinance its properties.

10          395. Grandbridge committed intentional acts intended or designed to disrupt the  
11 contractual loan agreements that Westland has with Fannie Mae, and Westland's ability to  
12 refinance those loan agreements with Fannie Mae.

13          396. Grandbridge knew that by manufacturing the purported default, Fannie Mae would  
14 blacklist Westland, by placing a "lending hold" on any Westland loan, which would have the effect  
15 of limiting, delaying, and/or disrupting Westland's ability to refinance a loan with Fannie Mae.

16          397. Grandbridge manufactured the Default in an attempt to put financial pressure on  
17 Westland, despite that it knew it would cause disruption to Westland's business, and preclude it  
18 from obtaining favorable rates from one of only two primary lenders in the multifamily housing  
19 loan market, and upon information and belief, Grandbridge intended to cause harm to the  
20 contractual relationship between Westland and Fannie Mae.

21          398. There was, and continues to be, actual disruption of the written loan agreements  
22 that Westland has with Fannie Mae, as Grandbridge's actions have in fact resulted in Westland  
23 being placed on Fannie Mae's blacklist, which has caused Westland harm.

24          399. As a direct and proximate result of Fannie Mae's breach, Westland has suffered  
25 damages in excess of \$15,000.00, the exact amount of which will be proven at trial.

26          400. By reason of the foregoing, Grandbridge acted with oppression, fraud and malice,  
27 and therefore, Westland is entitled to exemplary and punitive damages in excess of \$15,000.  
28

1                   **h. EIGHTH CAUSE OF ACTION (CONVERSION)**

2           401. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
3 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

4           402. Westland has submitted several prior reserve reimbursement requests that went  
5 unanswered by Grandbridge, including before its November 2019 demand for additional reserve  
6 funding.

7           403. Westland and its predecessor submitted funds related to two fire insurance claims  
8 to Grandbridge, which earmarked funds were to be held in escrow until the two fire-damaged  
9 building were rebuilt.

10          404. The fire-damaged buildings were completely rebuilt with Westland's funds.

11          405. Westland has submitted reserve disbursement requests for the release of those  
12 funds, and other reserve disbursement requests for work that was completed, each of which was  
13 accompanied by invoices, proof of payment, and documentation showing approval of all required  
14 permits, but Grandbridge has failed to respond to those requests.

15          406. As such, Grandbridge has wrongfully exerted dominion over Westland's personal  
16 property, including, without limitation, the funds that Grandbridge is holding in reserve accounts,  
17 that were earmarked for reconstruction of two fire damaged buildings at the Liberty Property, and  
18 Grandbridge has thereby wrongly converted the funds to their own use and benefit.

19          407. Grandbridge's continued dominion over Westland's personal property was  
20 unauthorized and inconsistent with Westland's property rights.

21          408. Grandbridge's dominion over Westland's personal property deprived Westland of  
22 all of their property rights relating thereto.

23          409. Grandbridge's acts constitute conversion.

24          410. As a direct and proximate result of Grandbridge's conversion, Westland has  
25 suffered damages in excess of \$15,000.00, the exact amount of which will be proven at trial.

26          411. Further, due to the wanton, malicious, and intentional conduct of Grandbridge,  
27 Westland is entitled to an award of exemplary and punitive damages against Grandbridge.  
28

1           412. Grandview knew that by refusing to return the converted proceeds after just  
2 demand, Borrowers would have to hire counsel to have those funds returned. Thus, it was  
3 foreseeable that Borrowers would incur attorney's fees as special damages. Borrowers have  
4 incurred these fees and request same as part of their special damages for conversion.

5                   **i. NINTH CAUSE OF ACTION (INJUNCTIVE RELIEF)**

6           413. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
7 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

8           414. On or about July 15, 2020, two NODs that were filed against the Liberty Property  
9 and the Square Property and served on Westland.

10          415. Upon information and belief, in Nevada, the typical period for a foreclosure sale to  
11 occur after a borrower receives a NOD is 120 days.

12          416. As Westland has made all debt service payments, and complied with the terms of  
13 the Loan Agreements, the Properties rightfully belong to Westland.

14          417. Fannie Mae and Grandbridge are attempting to utilize Nevada's non-judicial  
15 foreclosure process to improperly seize and sell Westland's Liberty Property and Square Property.

16          418. Real property is a unique asset, and on that basis, in the event that a wrongful  
17 foreclosure sale occurs, Westland will suffer extreme hardship and actual and impending  
18 irreparable loss and damage.

19          419. Westland has no adequate or speedy remedy at law to prevent the sale of the  
20 Properties, and injunctive relief is therefore Westland's only means for securing relief.

21          420. Westland is likely to succeed in this lawsuit on the merits of its claims.

22          421. Based on the foregoing, Westland is entitled to temporary restraining orders and  
23 preliminary and permanent injunctive relief to preserve the status quo, to mitigate its damages, and  
24 to prevent further irreparable injury to Westland, including, without limitation by: (a) enjoining  
25 Fannie Mae and/or Grandbridge from any further attempts to foreclose on the Properties related to  
26 their baseless requests to adjust the reserve deposits, and (b) enjoining Fannie Mae and/or  
27 Grandbridge from any further attempts to coerce Westland into providing additional reserves or to  
28 pay for the expenses related to the default that Grandbridge manufactured.

1           422. As a further direct and proximate result of Fannie Mae's and/or Grandbridge's  
2 improper demands to adjust reserves, their filing of the NOD, and the filing of their Complaint  
3 seeking appointment of a receiver, Westland has had to hire counsel to prosecute this matter by  
4 reason of which it is entitled to reasonable attorney's fees.

5                   **j. TENTH CAUSE OF ACTION (EQUITABLE RELIEF/RESCISSION/  
6 REFORMATION)**

7           423. Third Party Plaintiffs repeat, reallege, and incorporate the allegations set forth in  
8 the preceding paragraphs, including in the Counterclaim above, as if fully set forth herein.

9           424. On or about August 29, 2018, Westland entered into two assumption agreements  
10 for the loans applicable to the Liberty Property and the Square Property.

11           425. Prior to signing the assumption, Grandbridge individually, and on behalf of Fannie  
12 Mae, forwarded Westland a loan assumption agreement letter, which contained the terms under  
13 which it would permit Westland's assumption of the Liberty Loan and Square Loan.

14           426. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
15 Fannie Mae to Liberty LLC that, "after a thorough review and analysis of the Proposed Borrower's  
16 [Liberty LLC's] financial and managerial capacity, the Assumption has been approved on the  
17 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
18 schedule identified on Exhibit B attached hereto; No Change to the Required Repair Reserve of  
19 \$39,375.00 as identified in schedule on Exhibit C attached hereto . . ." (Exhibit J.) Further, Exhibit  
20 C, Required Reserve Schedule, listed all items as completed, except for a \$9,375.00 holdback for  
21 "Misc. Concrete and Fence Repairs. Sports Court Resurfacing" that was shown as having already  
22 been fully funded. (Exhibit J, at 7.)

23           427. By letter dated August 20, 2018, Grandbridge represented on behalf of itself and  
24 Fannie Mae to Square LLC that, "after a thorough review and analysis of the Proposed Borrower's  
25 [Square LLC's] financial and managerial capacity, the Assumption has been approved on the  
26 following terms: . . . No change to the Replacement Reserve monthly deposit or established  
27 schedule identified on Exhibit B attached hereto . . ." (Exhibit K.) Further, Exhibit C, Required  
28

1 Repair Reserve Schedule, simply stated "N/A" indicating that no repair reserve was required for  
2 that loan. (Exhibit K, at 7.)

3 428. When the loan assumption agreements were signed, the above-referenced Required  
4 Repair Reserve Schedule and Required Replacement Reserve Schedule, for each Property, were  
5 specifically included as part of the assumption agreement.

6 429. The statements made by Grandbridge, on behalf of itself and on behalf of Fannie  
7 Mae, were either false or amounted to a mutual mistake by both parties, because Grandbridge and  
8 Fannie Mae later attempted to obtain additional reserve payments in excess of the schedules that  
9 were provided to Westland, and those requests for additional reserve deposits included requests to  
10 deposit \$2.7 million of funds related to physical conditions that were not of the same type or  
11 category as the expenses included in the schedules.

12 430. In making those statements, Fannie Mae and Grandbridge knew that Westland  
13 would rely upon the amounts and types of conditions requiring reserve deposits when entering into  
14 the Loan Agreements, and intended for Westland to do so, to ensure that the loans would close.

15 431. Westland did rely on the amounts and types of conditions requiring reserve deposits  
16 that were listed in the schedules attached to the loan assumption letters, and as such Westland  
17 justifiably relied upon the information Grandbridge and Fannie Mae provided.

18 432. If Grandbridge or Fannie Mae would have had f3 or another inspection company  
19 perform a PCA as thorough and with the same criteria before the assumption as it did a year later,  
20 and told Westland that an additional reserve deposit would be required, then Westland would have  
21 demanded that the Shamrock Entities met the additional reserve funding requirement prior to  
22 agreeing to assume the loan, that the terms of the purchase and/or loan assumption be amended,  
23 and/or other relief from the Shamrock Entities, Fannie Mae and/or Grandbridge, and without such  
24 relief, would not have entered into the two assumption agreements.

25 433. As such, to the extent that that a finding is made that the loan agreements would  
26 permit Grandbridge and Fannie Mae to demand additional reserve deposits, then the loan  
27 documents should be reformed consistent with the statements contained in the loan assumption  
28 letters and its attached reserve schedules due to irregularities in assumption process amounting to



1 fraud, unfairness or oppression, and if not reformed, other appropriate equitable relief to rectify  
2 the inequities and unfairness of this situation, and if not, then rescinded altogether.

3 434. Based on the foregoing, Westland is entitled to reformation, other equitable relief,  
4 or rescission of the loan agreements consistent with Grandbridge's and Fannie Mae's statements  
5 that no additional reserve deposits were required for the loans.

6 435. As a further direct and proximate result of Fannie Mae's and/or Grandbridge's  
7 improper demands to adjust reserves and related actions, Westland has had to hire counsel to  
8 prosecute this matter and obtain reformation of the loan documents by reason of which it is entitled  
9 to reasonable attorney's fees.

10 **WHEREFORE**, Third Party Plaintiffs pray for judgment against Third Party Defendant,  
11 as follows:

- 12 1. For declaratory relief acknowledging that no default has occurred and that Third  
13 Party Defendant improperly sought a property condition assessment;
- 14 2. For injunctive relief, including without limitation, precluding any non-judicial  
15 foreclosure against either the Liberty Property or the Square Property;
- 16 3. For equitable relief as demanded herein;
- 17 4. For compensatory damages in excess of \$15,000;
- 18 5. For punitive damages;
- 19 6. For prejudgment interest at the statutory rate;
- 20 7. For attorney's fees and costs of suit, including as special damages for conversion;  
21 and
- 22 8. For such other relief as the Court deems appropriate.

23 Dated: August 31, 2020

LAW OFFICES OF JOHN BENEDICT

/s/ John Benedict

John Benedict (NV Bar No. 5581)

2190 E. Pebble Road, Suite 260

Las Vegas, NV 89123

Telephone: (702) 333-3770

Attorneys for Defendants/Counterclaimants/Third  
Party Plaintiffs Westland Liberty Village, LLC &  
Westland Village Square LLC

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 31st day of August 2020, I served a true and correct copy of the foregoing **ANSWER TO PLAINTIFF’S COMPLAINT, COUNTERCLAIM AND THIRD PARTY COMPLAINT** via electronic service through Odyssey to the following:

Nathan G. Kanute, Esq. and/or David L. Edelblute, Esq.  
Snell & Wilmer L.L.P.  
3883 Howard Hughes Parkway, Suite 110  
Las Vegas, Nevada 89169  
Email: [nkanute@swlaw.com](mailto:nkanute@swlaw.com); [dedelblute@swlaw.com](mailto:dedelblute@swlaw.com)  
Attorneys for Plaintiff

\_\_\_\_\_/s/ Igor Makarov\_\_\_\_\_  
An Employee of the Law Offices of John Benedict



**OPPS**

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**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Defendants.

CASE NO. A-20-819412-C

DEPT NO. 4

**OPPOSITION TO PLAINTIFF'S  
APPLICATION FOR APPOINTMENT  
OF RECEIVER ON ORDER  
SHORTENING TIME; COUNTER-  
MOTION FOR TEMPORARY  
RESTRAINING ORDER AND/OR  
PRELIMINARY INJUNCTION;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

Hearing Date: September 22, 2020  
Hearing Time: 9:00 a.m.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Counterclaimants,

vs.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a federally-chartered corporation,

Counter-Defendant.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Third Party Plaintiffs,

vs.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a federally-charted corporation,  
Counter-Defendant.

**OPPOSITION TO PLAINTIFF'S APPLICATION FOR APPOINTMENT  
OF RECEIVER ON ORDER SHORTENING TIME & CROSS-MOTION FOR  
TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION**

PLEASE TAKE NOTICE that Westland will bring this Counter-Motion for Temporary Restraining Order and Request for Preliminary Injunction before the District Court, Department 4 (Courtroom 12D) located at Regional Justice Center, 200 Lewis Avenue, Las Vegas, NV, on the 22nd day of September 2020, at 9:00 a.m., or as soon thereafter as counsel may be heard.

Additionally, Defendants/Counterclaimants/Third Party Plaintiffs, Westland Liberty Village, LLC ("Liberty LLC") and Westland Village Square, LLC ("Square LLC" and in combination with Liberty LLC, "Westland"), by and through its counsel of record, the Law Offices of John Benedict, hereby files this Opposition to Plaintiff's Application for Appointment of Receiver on Order Shortening Time, and Counter-Motion for Temporary Restraining Order and Preliminary Injunction pursuant to NRC 65(b), to prevent and enjoin Counter-Defendant Federal National Mortgage Association ("Fannie Mae") and/or Third Party Defendant Grandbridge Real Estate Capital, LLC ("Grandbridge," or in combination with Fannie Mae, "Lenders") from: (1) conducting any foreclosure proceeding or foreclosure sale on the multi-family apartment communities owned by Westland and located at 4870 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor's Parcel Nos. 140-08-710-161, 140-08-711-273 and 140-08-712-289] and 5025 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor's

1 Parcel Nos. 140-08-702-002 and 140-08-702-003] (individually each is referred to as the “Property”  
2 or in combination the “Properties”); (2) interfering with Westland’s enjoyment of the Properties  
3 pending a determination of the rights and obligations of the parties pursuant to the Multifamily Loan  
4 and Security Agreement entered by and between Lenders and Westland on August 29, 2018, (the  
5 “Loan Agreements”), or (3) using a receiver to displace Westland at the Properties.

6 On August 29, 2018, Westland purchased the Properties and has recorded its deeds with the  
7 Clark County Recorder’s office as Instrument Nos. 20180830-0002684 and 20180830-0002651 (the  
8 “Deeds”). Thus, Liberty LLC and Square LLC are title owners of the Properties that are facing an  
9 improper and illegal non-judicial foreclosure sale by Lenders. Westland seeks a preliminary  
10 injunction to stop Lenders from improperly foreclosing on the Properties or interfering with  
11 Westland’s enjoyment of the Properties until Westland’s Counterclaim and Third Party Complaint are  
12 heard on the merits.

13 The Rules of Practice for the Eighth Judicial District permit the granting of orders shortening  
14 time when good causes exists. See EDCR 2.26. In this case, Plaintiff has made an Application for  
15 Appointment of Receiver on Order Shortening Time, as such to the extent that Plaintiff’s request to  
16 shorten time is granted, Westland requests that this Counter-Motion be rescheduled to the same date  
17 and time based on EDCR 2.20(f), because its request for a restraining order relates to the same subject  
18 matter, and requires to consider the same facts, documents, law and equity as it will in considering  
19 Plaintiff’s Application. If Plaintiff’s Application is advanced on the order shortening time, but the  
20 Counter-Motion is not, it may render Westland’s motion moot and cause immediate and irreparable  
21 injury, loss, and damage to Westland if Lenders’ appointment of a receiver or foreclosure sale is  
22 allowed to go forward prior to the hearing of this motion.

23 ///

24 ///

1 This Counter-Motion is made pursuant to NRCP 65(b), NRS 33.010, EDCR 2.10 & 2.20(f),  
2 and is further based on the pleadings on file herein, the attached Memorandum of Points and  
3 Authorities, the declarations in support thereof, anything of which the Court should, or must take  
4 Judicial Notice, and any arguments of counsel that this Court may allow at the time of the hearing.

5  
6 Dated: August 31, 2020

**LAW OFFICES OF JOHN BENEDICT**

7  
8 /s/ John Benedict

9 John Benedict (NV Bar No. 5581)

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13 *Attorneys for Defendants/Counterclaimants/Third Party*  
14 *Plaintiffs Westland Liberty Village, LLC & Westland*  
15 *Village Square LLC*  
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1 **MEMORANDUM OF POINTS AND AUTHORITY**

2 **I. INTRODUCTION**

3 This Opposition and Counter-Motion are filed to respond to a non-existent non-monetary  
4 default that was manufactured by Fannie Mae's unscrupulous loan servicer, Grandbridge Real Estate  
5 Capital, LLC – despite Westland never having missed a single payment of debt service. Instead, the  
6 Motion is based solely on the demonstrably false and unsupported assertion that Westland “failed to  
7 maintain the mortgaged property and failed to increase reserves pursuant to the Loan Documents.”  
8 The facts are that Westland has invested millions in increased security, repairs and renovation and  
9 has spent countless hours and efforts on site and with the local community to remove a notorious  
10 criminal element from the properties, going so far as to purchase an adjoining commercial property  
11 to remove a liquor store and bar where a criminal element could “hang out,” as well as working to  
12 replace it with community based services and other critically needed resources for this underserved  
13 low income area.

14 To exacerbate matters, Lenders have attempted to use this specious “Default” to attempt to  
15 appoint a receiver which would displace 32 Westland employees who have poured great efforts into  
16 rehabilitating the Property and forming a new community with the residents, many of whom are new  
17 and replaced the former criminal element (which continued to thrive, by the way, while Grandbridge  
18 was the asset manager for both Properties under prior ownership). And despite Westland's millions  
19 in investment and over \$20,000,000 in equity, Lenders have filed a Notice of Default on this  
20 trumped-up “Default” to foreclose on Westland's Properties, thus depriving Westland of all of its  
21 investment in this community.<sup>1</sup> Of course, neither equity nor the law should countenance such a  
22 result - the Motion for Receiver should be denied, and the Counter-Motion for a TRO and  
23 preliminary injunction should be granted.

24 //

25 \_\_\_\_\_  
26 <sup>1</sup> Plaintiff's Complaint, Exhibit 12, at 3 & 12 [Servicer's October 2019 demand to deposit an extra \$2.7 million into  
27 reserves]; Plaintiff's Complaint, Exhibit 15, at 1 & Plaintiff's Complaint, Exhibit 16, at 1 [each Property's July 14, 2020  
28 Notice of Default and Election of Sell] (the “NODs”).

1 Factually, the statements that Westland failed to maintain the Properties and that a receiver is  
2 needed, are not only disputed but outlandish when considering the following facts:

- 3 - After purchasing the Properties in August 2018, Westland invested over \$1.8 million in  
4 capital expenditures before the September 2019 PCA by f3, and after only two years  
5 spent a total of \$3.5 million on capital expenditure improvements at the Properties.<sup>2</sup>
- 6 - To overcome crime, Westland has paid \$1,573,600 for private security guards, and made  
7 physical improvements for security, to transform the Properties into stable communities  
8 for at-risk working families, in place of the housing cited by the Las Vegas Metropolitan  
9 Police Department as a violent crime-infested nuisance under prior ownership which was  
10 overseen by Grandview as the Properties' asset manager.<sup>3</sup>
- 11 - Unbiased third parties, such as the Office of the County Commissioner for Clark County  
12 and the Nevada State Apartment Association, have recognized the vast improvements  
13 Westland has made at the Properties, its more effective and hands-on management and  
14 oversight, and the resultant sharp reduction in crime.<sup>4</sup>
- 15 - Lenders have more than adequate security for the Loans, because Westland's has over  
16 \$20 million of equity in the Properties, not from increased value, but from cash it paid at  
17 Closing.<sup>5</sup>

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21 <sup>2</sup> Counterclaim, ¶¶ 4, 99, 154 & 213; Exhibit 1, Affidavit of Yaakov Greenspan, dated August 27, 2020 ("Greenspan  
22 Aff."), at ¶ 25.

23 <sup>3</sup> Counterclaim, ¶¶ 92-98; Counterclaim, Exhibit A; Exhibit 1, Greenspan Aff. at ¶ 35.

24 <sup>4</sup> Counterclaim Exhibit L, Letter of Nevada State Apartment Association Executive Director, dated November 22, 2019;  
Counterclaim, Exhibit M, Letter of County Commissioner, dated August 20, 2020.

25 <sup>5</sup> The Properties' purchase price was \$60.3 million, the outstanding Loans are approximately \$38.4 million, and based on  
26 Westland's efforts the Properties' value has only increased. Counterclaim, ¶¶ 1, 4 & 214; Counterclaim Exhibit F,  
27 Purchase and Sale Agreement for Liberty Village, dated June 22, 2018, at Page 4, Article 1.18 & Page 5, Article 1.33;  
Counterclaim, Exhibit G, Purchase and Sale Agreement for Village Square, dated June 22, 2018, at Page 4, Article 1.12  
& Page 5, Article 1.25.





- If the f3 report is taken at face value, then even though Westland spent almost \$2,000,000 on repairs in a year, the physical condition of the Properties actually *deteriorated* by \$2.7 million in just one year. Of course, that is not possible and did not happen.
- Based on the completely overstated and unreliable f3 report, Lenders demanded that reserves be raised from \$143,000 in August 2018 to over \$3 million a year later - more than a twentyfold increase.<sup>11</sup>
- The f3, Inc. PCA has inflated many of its cost figures.<sup>12</sup>
- Even if the same standard had been used as when Westland bought the Properties, the f3, Inc, PCA report is now stale and invalid, because Lenders chose to wait approximately a year after the September 2019 PCA inspection to bring this action for a receiver on order shortening time.
- Since the September 2019 PCA, the Properties' occupancy rate has risen from 44% to over 80% occupancy, so even assuming *arguendo*, the vast majority of Lender's demand to adjust reserves based on the cost of turning vacant units is invalid.<sup>13</sup>
- Westland recently produced documentation of the work performed in vacant units since the stale f3, Inc. report, which included *2,343 pages of work orders showing only repairs completed to "make ready" or "turn" vacant units* at the Properties between September 2019 and mid-June 2020 – there are even more repairs. The Westland entity, Las Vegas Residential Prop, LLC, has a dedicated "turn team" that performed a large portion of the work. Those attached work orders do *not* include work that Westland's staff performed

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<sup>11</sup> Tellingly, Fannie Mae failed to attach the 2017 PCA by CBRE, which shows only approximately 10% of the units were inspected, including but a handful of vacant units, and that no reserves were found necessary for the vacant units. In contrast, hired gun f3, Inc., inspected approximately 50% of the units, including nearly every vacant unit, and Fannie Mae based approximately \$1.7 million of its demand for adjusted reserves on the vacant units. See Counterclaim Exhibits D & E; *cf.* Plaintiff's Complaint, Exhibit 11; see also Counterclaim Exhibit J, at 2, 5-7; Counterclaim Exhibit K, at 2, 5-7.

<sup>12</sup> Counterclaim Exhibit N, Liberty Village-Village Square Plan, at 6-7.

<sup>13</sup> Counterclaim, ¶¶ 101 & 104-106; Exhibit 1, Greenspan Aff. at ¶ 23.

1 to maintain occupied units.<sup>14</sup>

- 2 - The proposed receiver would not be able to duplicate the effort or efficiencies of  
3 Westland's staff, as the receiver's curriculum vitae shows it would be forced to use  
4 subcontractors to perform all work – that would be at a substantially higher cost.<sup>15</sup>  
5 - During 2014, prior to an REO sale, the Properties were previously owned by Fannie Mae,  
6 which put a receiver in place. Upon information and belief, even with the receiver in  
7 place at that time, the Properties were troubled and crime-ridden.<sup>16</sup>

8 Based on the foregoing facts, Westland wholly denies Lender's allegations and believes  
9 instead that the manufactured "Defaults" are a strategic approach orchestrated by Grandbridge to:  
10 (1) evade its own underwriting shortcomings,<sup>17</sup> (2) generate default interest, default fees, and default  
11 costs, and (3) harass Westland.<sup>18</sup> Such actions are all the more troubling because Westland engaged  
12 in good faith discussions regarding the status of the Properties, which Fannie Mae and/or  
13 Grandbridge took advantage of by scheduling an inspection that was not permitted by the terms of  
14 the Loan Agreements.

15 Still, despite the ongoing dispute over whether Westland has or has not properly maintained  
16 the Properties and whether Westland is in breach of any provision of the Loan Agreements - in any  
17 way (which Westland wholly denies), ultimately Fannie Mae has recorded an illegal Notice of  
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19 <sup>14</sup> Exhibit 2, Make Ready Work Orders, completed between September 2019 and June 2020.

20 <sup>15</sup> Counterclaim, ¶¶ 120, 211; Exhibit 1, Greenspan Aff. at ¶ 24.

21 <sup>16</sup> Counterclaim, ¶¶ 2 n.3 & 33-38; Exhibit 1, Greenspan Aff. at ¶ 24.

22 <sup>17</sup> Grandbridge was a DUS lender on this Loan, and was able to underwrite the underlying loan without Fannie Mae's  
23 approval. DUS lenders are required to follow Fannie Mae's guidelines, but must retain a portion of the underwriting risk  
24 and undergo periodic audits. Counterclaim, ¶¶ 2 n.5 & 46-51. It is Westland's informed belief that Grandbridge's  
underwriting was questioned by Fannie Mae for the loan to Westland's predecessor, and on that basis retaliated against  
Westland.

25 <sup>18</sup> Tellingly, Westland has reason to believe that Grandbridge regards the notices as a way to generate extra fees, because  
26 due to Fannie Mae's monolithic nature, borrowers typically simply acquiesce; and in fact Westland has reason to believe  
27 only one other borrower has ever legally challenged Fannie Mae's non-financial notice of default related to reserves. In  
that case, *Federal National Mortgage Association v. Brookville Schoolhouse Road Estates, LLC*, Case No. 1:17-CV-  
00170-DAS (N.D. Miss.), Fannie Mae did not prevail.

1 Default and Election to Sell Under Deed of Trust, which will result in an imminent sale of the  
2 Properties.

3 To prevent irreparable harm to Westland based on Fannie Mae's hasty and wrongful  
4 appointment of a receiver and foreclosure proceedings, Westland files this Opposition and Counter-  
5 Motion.

## 6 **II. STATEMENT OF FACTS**

7 Liberty LLC and Square LLC are single-purpose entities that each hold title to one of the  
8 Properties, which are adjoining multi-family apartment communities, located in Las Vegas, Nevada.  
9 *See Greenspan Aff.*, at ¶ 4. Liberty LLC and Square LLC are entities affiliated with Westland Real  
10 Estate Group, which has 50 years of multi-family housing experience and is one of the most  
11 experienced housing providers in Nevada, with over 10,000 apartment units in 38 apartment  
12 communities the Las Vegas area, and more than 500 employees. *See Greenspan Aff.*, at ¶ 5. During  
13 its 50-year history, Westland Real Estate Group has never had a Notice of Default and Election to  
14 Sell filed against one of the properties in its portfolio. *See Greenspan Aff.*, at ¶ 5.

15 On August 29, 2018, Liberty LLC and Square LLC purchased the two Properties located at  
16 4870 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor's Parcel Nos. 140-08-710-161, 140-08-  
17 711-273 and 140-08-712-289] and 5025 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor's Parcel  
18 Nos. 140-08-702-002 and 140-08-702-003] from sellers Shamrock Properties VI LLV and Shamrock  
19 Properties VII LLC. *See Greenspan Aff.*, at ¶ 6. To purchase the Properties, Liberty LLC and  
20 Square LLC assumed two loan agreements from the Shamrock Entities in the amount of \$29,000,000  
21 and \$9,366,000, respectively (the "Loans") that were issued by Grandbridge (the successor to  
22 SunTrust Bank) in August 2018. *See Greenspan Aff.*, at ¶ 7. Westland paid the remainder of the  
23 combined \$60.3 million purchase price in cash, which resulted in Westland establishing over \$20  
24 million in equity in the Properties. *See Greenspan Aff.*, at ¶ 7; see also Counterclaim, Exhibits F &  
25 G. The Loans and Loan Agreements were assigned by sellers Shamrock Properties VI LLC and  
26 Shamrock Properties VII LLC to Westland. Pursuant to the Loan Agreements, Westland was  
27

1 responsible for a monthly debt service obligation of approximately \$162,000 for the Liberty  
2 Property, and \$52,000 for the Village Property, which includes taxes, insurance, and a replacement  
3 reserve escrow deposit. *See Greenspan Aff.*, at ¶ 8. At all times relevant to this lawsuit, Defendant  
4 has been and continues to remain, current on all payments required under the Loan Agreements.<sup>19</sup>  
5 *See Greenspan Aff.*, at ¶ 9.

6 Of particular relevance, at the time that the Loan was assumed, Lenders reduced the repair  
7 and replacement reserves for both Properties to approximately \$143,319.30 Counterclaim, Exhibit J,  
8 at 5 (replacement reserve maintained at \$65,657.03, and repair reserve reduced to \$39,375);  
9 Counterclaim, Exhibit K, at 5 (replacement reserve set at \$38,287.25, with no repair reserve) & 7.  
10 Additionally, the Loan Agreements require that Westland make a monthly deposit into a  
11 Replacement Reserve Escrow account in the amount of \$18,800.80 per month for Liberty LLC and  
12 \$10,259.06 per month for Square LLC, the purpose of which is to provide the Lenders with  
13 additional security in the amount of estimated repairs that may be necessary in the future for the  
14 Properties. *See Greenspan Aff.*, at ¶ 8. As such, at the time of the filing of this Motion, Westland  
15 has deposited a total of approximately \$432,418.40 for the Liberty Property and \$235,958.38 for the  
16 Square Property with Lenders in the Replacement Reserve Escrow Account.<sup>20</sup> *See Greenspan Aff.*,  
17 at ¶ 9. Notably, those deposits do not include the nearly \$1 million of reserves to which Lenders are  
18 no longer entitled but continue to hold, which Lenders obtained from insurance payments earmarked  
19 for reconstruction of two buildings at the Liberty Property. The reconstruction was completed with  
20 cash fronted by Westland, but Lenders refuse to turn over this nearly \$1,000,000 and Grandbridge  
21 will not even respond to Westland's reimbursement requests. *See Greenspan Aff.*, at ¶ 9.

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22  
23 <sup>19</sup> Even when Lenders shut down the automatic ACH payments that had been the method of payment from the time  
24 Westland bought the Properties, and then refused payment from Westland, Westland began overnighting check payments  
25 each and every month – payments Lenders admits it received. Further, rather than the base amount due of approximately  
26 \$162,000, Liberty LLC has forwarded \$180,621.79 each month for its Property, and rather than the base amount of  
approximately \$52,000, Square LLC has forwarded \$58,471.94 each month for its Property. *See Greenspan Aff.*, at 11.  
As such, Westland overpaid the loans by approximately \$200,000, or even utilizing the most conservative estimates,  
because the loan is subject to slight rate variations, Westland would have overpaid the loans by at least \$150,000.

27 <sup>20</sup> Upon information and belief, even more than that has been paid into the Replacement Reserve Escrow Account over  
the term of the Loan, which started with a balance because the Loan was assumed.

1 On October 18, 2019, Grandbridge sent Westland a Notice of Demand (the “Notice”)  
2 demanding that certain alleged maintenance deficiencies, as set forth in a September 2019 PCA  
3 report (the “Property Report”) prepared by f3, Inc., be addressed and that Westland deposit  
4 additional sums in the Replacement Reserve Account amounting to \$2.7 million. See Plaintiff’s  
5 Complaint, Exhibit 12. Such an assessment would necessarily mean one of two things: 1) the  
6 condition of the Properties deteriorated by \$2.7 million in one year, despite Westland spending \$1.8  
7 million on capital expenditures during the same period, or 2) Lenders employed f3, Inc. to game the  
8 system by utilizing a differing standard that artificially inflated its PCA. While Fannie Mae chose  
9 not to include the PCA conducted by CBRE at the inception of the Loan, Westland is providing a  
10 copy for the Court’s side-by-side consideration. See Counterclaim Exhibits D & E; *cf.* Plaintiff’s  
11 Complaint, Exhibit 11, at 24 & 332.

12 The alleged maintenance issues cited included increased monthly deferred maintenance  
13 charges for asphalt paving, painting, roofing, water heater, HVAC repairs, and appliances, as well as  
14 the immediate walkway, roofing, swimming pool repairs, fitness center/sport court repairs, and  
15 renovation of vacant units on the Property. See Plaintiff’s Complaint, Exhibits 11 & 12. However,  
16 by far the highest immediate cost at each Property was purportedly for the repair of vacant units,  
17 which was estimated at a value of \$1.9 million for both Properties. Notably, even though f3  
18 inspected vacant units, and the Lenders included those amounts in their calculus to raise reserves by  
19 twenty times, the cost to “turn” those units was not even a type of cost included in the Loan  
20 Agreements’ schedules as derived from the CBRE PCA report.<sup>21</sup> See Counterclaim, Exhibit D, at 7-  
21 9 & Counterclaim, Exhibit E at 7-9; *cf.* Plaintiff’s Complaint, Exhibit 11, at 24 & 332.

22 Also, as it had been before ever receiving the Notice of Demand, Westland has continued  
23 with ongoing repairs and remediation of the Properties including, but not limited to, the issues  
24 identified in the f3 report and have made most, if not all, of these repairs. See Greenspan Aff., at ¶  
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26 <sup>21</sup> While one “down unit” was noted on CBRE’s report, the unit is clearly distinguishable, because that unit was down  
27 due to a fire-related loss, and Westland does not contest that units out of service based on an insurable event would need  
a reserve established until such repairs are completed.

1 12. The repairs were made despite Lenders' refusal to honor its contractual obligations to release  
2 money from the Reserve Accounts to fund the work. Instead, the repairs were funded out of an  
3 additional infusion of Westland's own cash. This practically means all the Replacement Reserve  
4 Account funds serve as further security for Lenders. See Greenspan Aff., at ¶ 13. Despite the  
5 passage of over a year, Lenders never re-inspected the Properties prior to filing their NODs or  
6 requesting the appointment of a receiver. See Greenspan Aff., at ¶ 14.

7 On November 13, 2019, Westland, in good faith, responded to Grandbridge's Notices by  
8 contesting the demand. Counterclaim, Exhibit Q. Westland's reasons for objecting included that:  
9 1) the requested \$2.7 million adjustment to the reserves would defeat the purpose of the parties'  
10 \$38.3 million Loan Agreements, 2) many of the issues identified by Lenders in the PCA report pre-  
11 existed the Loans, i.e., the Property was already dilapidated at the time of the initial loan to the  
12 Shamrock Entities, and that was how things were at the time of the Loan assumption, 3) Westland  
13 had already spent \$1.8 million to engage in substantial renovations of the Properties and continues to  
14 do so, 4) the PCA inspections were slanted through the use of out-of-state vendor f3, Inc., varied  
15 from the original assessment of the Properties, and included items that were not "of the type listed"  
16 on the original schedules as required by the Loan Agreements, 5) Grandbridge had no right under the  
17 Loan Agreements to demand the PCA be performed in the first place, 6) the PCA was both inflated  
18 and included the full value of work that was in progress at the time of the inspection, 7) Lenders  
19 never made a demand to perform the maintenance, as required by the Loan Agreements, prior to  
20 their demand to fund twenty times higher reserves, and 8) the requested repair reserve increased was  
21 duplicative of the request to increase monthly replacement reserve deposits for deferred  
22 maintenance. *Id.*

23 Notwithstanding the Lenders' bad act, and breaches of contract, Westland offered to engage  
24 in a good faith open dialogue with Lenders. *Id.* Additionally, Westland provided Lenders a copy of  
25 its Westland Strategic Improvement Plan for Liberty Village and Village Square, dated November  
26 27, 2019. Counterclaim, Exhibit N. The plan discussed Westland's plan for continuing to improve  
27

1 the Properties' condition, provided timelines for remaining renovations to be made, and addressed  
2 deficiencies that had already been corrected. *Id.* The report also included an operational assessment  
3 providing that vacancies at Properties would be filled at a rate of 3% per month, and more detailed  
4 estimates with the true and accurate repair costs that Westland actually incurs for turning all  
5 remaining vacant units. *Id.*

6 In response, on December 17, 2019, through their counsel Snell & Wilmer LLC, Lenders  
7 forwarded a boilerplate Notice of Default and Acceleration of Note, rejecting Westland's good-faith  
8 proposal and sharing of strategic information, ignoring the substantial renovations that Westland had  
9 already made at the Properties, and failing to address any of the substantive issues that Westland had  
10 raised. Plaintiff's Complaint, Exhibit 13. Lenders refused to address the actual factual  
11 circumstances and simply continued to demand payment in full, plus interest, including exceedingly  
12 high and manufactured default interest, fees and costs of all sums due under the Loan Agreements  
13 and stated that Westland was able to contact Grandbridge to discuss the same. *Id.* However, in  
14 reality, after Westland contacted Grandbridge, the asset manager refused to engage in any  
15 discussions by stating the matter had already been assigned to counsel. See Greenspan Aff., at ¶ 15.

16 On the same date, through counsel, Lenders also sent its Demand and Notice Pursuant to  
17 Nevada Revised Statutes 107A.270, which effectively sought for Westland to pay over "the proceeds  
18 of any and all 'Rents'" and again designated the Loans as being "in default." Plaintiff's Complaint,  
19 Exhibit 14.

20 In an effort to resolve these claims, in addition to its prior offer to engage in a good faith  
21 discussion, and promptly to undertake any additional remediation of any maintenance issues  
22 identified, Westland sought clarification of its purported failure to maintain the Properties, as the  
23 Notice lacked any real clarity and provided no explanation, only referring to "Article 6 of the Loan  
24 Agreement." Counterclaim, Exhibits R & S. Westland also noted that to that point, the NRS  
25 107A.270 demand did not seem appropriate, because there had not been any Loan *proceeds*, because  
26 any rents collected were not even sufficient to cover the monthly debt service obligation. Westland  
27



1 had to inject cash each month to meet the Properties' financial obligations, including the monthly  
2 Loans' payments. *Id.* Finally, Westland again offered to engage in a good faith dialogue to discuss  
3 the matter with Lenders, but no response was ever received to the communication. *Id.*

4         Instead, Grandbridge waited one month, then without prior notice, and unilaterally changing  
5 how Westland had been making payment on the Loans since it assumed them, Grandbridge stopped  
6 drawing the monthly ACH payment out of Westland's account. This was seemingly done to  
7 manufacture a financial default where none had existed. *See Greenspan Aff.*, at ¶ 17. Westland  
8 responded by forwarding monthly payments to the meet the Loan obligations by check plus  
9 approximately 10% to account for any variance in payment that occurred because Grandbridge failed  
10 to submit monthly debt service statements even after Westland requested those statements. *See*  
11 *Greenspan Aff.*, at ¶ 18; *see also* Counterclaim, Exhibit T (Nonwaiver letters showing continuing  
12 debt service payments being made each month). This means Westland has overpaid the debt service  
13 payments by more than \$150,000. *See Greenspan Aff.*, at ¶ 9, 11, 18 (see also fn. 19 above).

14         In June 2020, Fannie Mae's counsel represented that Lenders would agree to discuss the  
15 matter, but placed several conditions on such a meeting, including that Westland pay the f3 PCA  
16 cost (which Grandbridge previously represented Westland would not be charged for) and that  
17 Westland pay for all attorney fees to date. *See Greenspan Aff.*, at ¶ 19. As Grandbridge had  
18 manufactured the purported default, Westland refused to agree to pay such fees and costs as a  
19 condition to engaging in a good faith discussion, especially since fees and costs were only incurred  
20 by Lenders as a result of their illegal, overreaching and insupportable misconduct. *Id.*

21         On July 14, 2020, Fannie Mae filed the NODs alleging a default of the Loan Agreements  
22 based on Westland's alleged failure properly to maintain the Properties and to deposit additional  
23 funds into the Replacement Reserve Escrow Account upon demand. Plaintiffs' Complaint, Exhibits  
24 15 & 16. Fannie Mae followed the NODs with this action, in part which seeks the appointment of a  
25 receiver.

1 Westland does not dispute it has obligations under the Loan Agreements, but Westland has  
2 met those obligations, improved the conditions at the Properties, and continues to timely pay its  
3 Loan obligation, never missing a single payment to date. *See Greenspan Aff.*, at ¶ 20. Notably, in  
4 the nine (9) months since its November 2019 strategic report presented to the Lenders, Westland has  
5 met its benchmarks, has improved the physical condition of the Properties, has repaired virtually all  
6 of the vacant units in need of repairs, has worked with the community, the Las Vegas Metropolitan  
7 Police Department, and local government to cut crime to a fraction of what it was under the prior  
8 owner,(and when Grandview was the asset manager and did not move for appointment of a receiver  
9 nor, from all outward appearances, did it do anything to even address this dangerous problem).  
10 Westland's efforts have increased occupancy from 52% to over 80% consistent with Westland's  
11 strategic estimates (which in itself means that many of the previously vacant units have been  
12 renovated), achieved an occupancy rate exceeding the real occupancy rate at the Properties at the  
13 time the Loans were assumed from Westland's predecessor, has implemented its more stringent  
14 rental criteria, and has improved the finances of the Properties while continuing to serve local  
15 hardworking families. *See Greenspan Aff.*, at ¶ 23. Westland has only been able to achieve those  
16 results because it employs leasing, management, maintenance, accounting, and administrative staff  
17 in Las Vegas, including 32 employees onsite at the Properties. These dedicated folks have invested  
18 in relationships with tenants and local officials to create safer, better, and more engaged  
19 communities at the Properties. If a receiver is appointed, these 32 employees, all of whom were kept  
20 on during the COVID-19 Pandemic, would have to be terminated. *See Greenspan Aff.*, at ¶ 24.  
21 Moreover, during Westland's ownership of the Properties, it invested \$1.8 million in the Properties  
22 prior to the f3, Inc. PCA, invested \$3.5 million in capital expenditures in the Properties to date, and  
23 an additional \$1,573,000 in security costs. *See Greenspan Aff.*, at ¶ 25.

24 Westland's accomplishments are the reason why unbiased third parties, including the Office  
25 of the County Commissioner and the Nevada State Apartment Association, have verified the  
26 substantial improvements in the condition of the Properties, the more effective management, and the  
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1 sharp reduction in crime. *See* Counterclaim, Exhibits L & M. However, Westland’s verification of  
2 repairs at the Properties is not limited to unbiased recognition, Westland recently produced  
3 documentation of the work performed in vacant units since the stale f3, Inc. report, which included  
4 2,343 pages of work orders showing only the repairs completed to “make ready” or “turn” vacant  
5 units at the Properties between September 2019 and mid-June 2020. The large number of turns was  
6 possible because the Westland entity, Las Vegas Residential Prop, LLC, has a dedicated “turn team”  
7 that performed a large portion of the work. *See* Exhibit 2, Make Ready Work Orders, completed  
8 between September 2019 and June 2020. Those attached work orders do not include work that  
9 Westland’s staff performed to maintain occupied units. Respectfully, as was the case when Fannie  
10 Mae last had a receiver at the Properties in 2014, and the Properties were crime-ridden, the proposed  
11 receiver would not be able to duplicate the effort or efficiencies of Westland’s staff, as the receiver’s  
12 curriculum vitae shows it would likely be forced to use subcontractors to perform all work at a  
13 substantially higher cost.

14 In summary, the Properties are safer, better managed, and better maintained than at any point  
15 in at least the past decade. Lenders have more than enough security, both under industry  
16 underwriting standards, and consistent with the Loan Agreements between the Parties. The trumped-  
17 up “Default” has been exposed as a sham, and not only do the facts not support the appointment of a  
18 receiver, respectfully they compel injunctive relief to protect Westland, its 32 employees, the  
19 hundreds of tenants who are enjoying living at the Properties, and Westland’s more than  
20 \$20,000,000 investment. The facts, equity, and the law warrant this as the only just result.

### 21 **III. LEGAL ARGUMENT**

22 Defendants have served the NODs, which declare their intent to foreclose on the Properties  
23 through a non-judicial foreclosure, approximately 120 days after service of those notices on July 15,  
24 2020, in violation of Westland’s property rights and substantial financial investment. Westland is  
25 entitled to a temporary restraining order or preliminary injunction under Rule 65 of the Nevada  
26 Rules of Civil Procedure to preserve the status quo because money damages will not adequately  
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1 provide relief to protect Westland from the irreparable harm that will result if Westland's Properties  
2 are sold.

3 As this Court well knows, the purpose of a temporary restraining order is to preserve the  
4 status quo and prevent irreparable harm until a hearing can be held, See *Granny Goose Foods, Inc. v.*  
5 *Bhd. of Teamsters*, 415 U.S. 423, 439 (1974), cited by *Reno Air Racing Ass'n, Inc. v. McCord*, 452  
6 F.3d 1126, 1131 (9th Cir, 2006). In circumstances where immediate action is necessary, "as in the  
7 case of an application for an injunction to prevent irreparable injury which would result from delay,  
8 and where there is no plain, speedy and adequate remedy at law," a temporary restraining order  
9 should be issued. NRCP 65(b).

10 For the appointment of a receiver, it is notable that Fannie Mae bears the burden of proof as  
11 to each of Fannie Mae's non-monetary breach claims. Yet, it has only provided conclusory  
12 statements regarding these so-called "Defaults." Fannie Mae simply failed to obtain a PCA report at  
13 the time the Loan was assumed, has no current PCA report, and is incapable of showing the true  
14 condition of the Properties as they existed at the time it filed its Complaint. Plaintiff cannot,  
15 therefore, support its claims of a *continuing* breach of the Loan Agreements premised upon  
16 Westland's alleged failure properly to maintain the Properties that would put its security in jeopardy  
17 before seeking equity through the appointment of a receiver. At best for the Lenders, there is a  
18 dispute as to whether the maintenance issues raised by Fannie Mae were ever required to be  
19 addressed by Westland based on the Loan Agreements, and/or whether those conditions were  
20 remediated. There is also a dispute as to whether additional funds were necessary to address these  
21 alleged maintenance issues. Lenders have glossed over both shortcomings prior to and during the  
22 filing of this action. Thus, Westland submits that Fannie Mae has failed to prove or provide any  
23 evidence substantiating its claim of a Default, which must be addressed prior to jumping to the  
24 appointment of a receiver. Essentially, Lenders previously acted in bad faith and continue to act in  
25 bad faith.

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1 If the Lenders are allowed to wrongfully foreclose and sell the Properties, or to have a  
2 receiver appointed, Westland will suffer irreparable harm from the loss of this unique parcel of real  
3 property in which it has invested great sums of money, time and effort, and know how. Lenders'  
4 bad faith will be rewarded. Additionally, the history of these Properties has shown that they are not  
5 easily managed, as the Properties languished for years prior to Westland's onsite management. Thus,  
6 this Court appointing an off-site receiver that would manage through subcontracting would  
7 undoubtedly lead to a deterioration of the Properties.

8 For all of these reasons, Plaintiff should be restrained from conducting any foreclosure  
9 proceedings and/or foreclosure sale relating to the Properties pending a determination of the rights  
10 and obligations of the parties pursuant to the Loan Agreements, pursuant to the implied covenant of  
11 good faith and fair dealing, and in equity.

12 **A. Appointment of a Receiver is Improper, Because Lenders Ignore the Need to Prove**  
13 **a Default Under NRS 107A.260's, the Equitable Nature of a Receiver as a Matter**  
14 **of Last Resort When an Adequate Legal Remedy Exists, and Their Unclean Hands**

15 In Nevada, it is a matter of longstanding precedence that the appointment of a receiver is a  
16 matter of equitable relief, regardless of whether the relief is based on a statutory provision. *Bowler v.*  
17 *Leonard*, 70 Nev. 370, 384, 269 P.2d 833, 839 (1954). Specifically,

18 The appointment of a receiver pendente lite . . . is to a considerable extent a matter  
19 resting in the discretion of the court to which the application is made, to be governed  
20 by a consideration of the entire circumstances of the case. And since the appointment  
21 of a receiver is thus a discretionary measure . . . [the court's should exercise its]  
22 sound judicial discretion in view of all the circumstances of the case, to be exercised  
23 for the promotion of justice where no other adequate remedy exists . . . it is contended  
24 that this is not a proper case for receivership since an adequate remedy at law exists.  
25 If this be true the appointment was improper. 'Receivership is generally regarded as a  
26 remedy of last resort.' law exists.

27 *Bowler v. Leonard*, 70 Nev. at 384, 269 P.2d at 839 (internal citations omitted).

28 Moreover, "as this court has previously recognized, any property '[e]ntrusted to a receiver's  
care is regarded as being *in custodia legis*'; put differently, 'the court itself [has] the care of the  
property by its receiver. . . Even further, a receiver is merely the court's 'creature or officer, having

1 no powers other than those conferred upon him by the order of his appointment.” *U.S. Bank Nat’l*  
2 *Ass’n v. Palmilla Dev. Co.*, 131 Nev. 72, 77, 343 P.3d 603, 606 (2015) (*quoting in part Bowler v.*  
3 *Leonard*, 70 Nev. 370, 384, 269 P.2d 833, 839 (1954)). Thus, while Fannie Mae has asserted that it  
4 is “entitled to the appointment of a receiver,” the law established by the Supreme Court of Nevada  
5 establishes that the appointment of a receiver is equitable in nature, and a matter within the  
6 discretion of this Court it is not mandatory relief as Fannie Mae suggests.

7 Further, the inaccuracy of Fannie Mae’s argument that this discretion is altered by the use of  
8 the word “shall” based on its mandatory connotation is even belied by the opinion they cite, because  
9 the *State v. American Bankers Ins. Co.* court noted an exception exists when “legislative intent  
10 demands another construction . . . [such as] in order to avoid an unconstitutional legislative  
11 interference with judicial prerogatives.” *State v. Am. Bankers Ins. Co.*, 106 Nev. 880, 882, 802 P.2d  
12 1276, 1278 (1990). The court went on to opine that “[w]hen statutory provisions relate to judicial  
13 functions, they should be regarded as discretionary only.” *Id* at 883, 802 P.2d 1278.

14 Moreover, in relation to NRS 107A.260, Fannie Mae’s Application seeking appointment of a  
15 receiver glosses over the need for it to show that a default has occurred related to the payment of  
16 rents. Simply stated, NRS 107A.260 is part of a statute known as the Uniform Assignment of Rents  
17 Act. The preceding section, NRS 107A.250 provides that “[a]n assignee *may enforce an assignment*  
18 *of rents* using one or more of the methods specified in NRS 107A.260 . . .” NRS 107A.250  
19 (emphasis added). As such, it seemingly goes without saying that NRS 107A.260 starts by stating  
20 “An assignee is entitled to the appointment of a receiver for the real property subject to the  
21 assignment of rents if: (a) The assignor is in default . . .” the statute is referring to a default in the  
22 payment of rents, not a purported default based on a demand to place additional reserves into  
23 escrow. Westland has made every debt service payment in full on time. Based on the foregoing,  
24 Westland disputes that the statutory conditions for NRS §§ 107A.260(1) have been met because the  
25 assignor has not defaulted in the payment of rents.

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1           Additionally, Westland disputes that equitable relief is appropriate under any of the three  
2 statutory provisions because Lenders have not acted in good faith, or with the clean hands required  
3 to request equitable relief. *Las Vegas Fetish & Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*,  
4 124 Nev. 272, 275, 182 P.3d 764, 766 (2008). As the *Las Vegas Fetish* court noted, the unclean  
5 hands doctrine generally “bars a party from receiving equitable relief because of that party's own  
6 inequitable conduct.” *Id.* (unclean hands preclude equitable relief when a party has acted in  
7 “connection with the subject-matter or transaction in litigation has been unconscientious, unjust, or  
8 marked by the want of good faith”).

9           Moreover, in the lending context, the terms of the statutory texts clearly evidence a  
10 requirement that the property serving as a lender’s security must be at risk of loss for a party to seek  
11 the appointment of a receiver. *See* NRS 107.100(2); NRS 32.010(2). Specifically, NRS 107.100 is  
12 limited to applications where after a NOD is filed, “personal property . . . is in danger of being lost,  
13 removed, materially injured or destroyed, that real property . . . is in danger of substantial waste or  
14 that the income therefrom is in danger of being lost, or that the property is or may become  
15 insufficient to discharge the debt which it secures.” Similarly, NRS 32.010(2) specifically applies to  
16 loan proceedings involving mortgage foreclosures, but again the appointment of a receiver is limited  
17 to circumstances “where it appears that the *mortgaged property is in danger of being lost, removed*  
18 *or materially injured, or that the condition of the mortgage has not been performed, and that the*  
19 *property is probably insufficient to discharge the mortgage debt.*” NRS 32.010(2) (emphasis  
20 added).

21           Here, simply stated, Lenders have no risk to their security. There is no risk of the underlying  
22 mortgaged Properties being insufficient to discharge any obligation, as Westland had over \$20  
23 million of equity in the Properties at the time of purchase, and it is independently verifiable that the  
24 condition of the Properties has improved with the additional \$3.5 million of capital improvements  
25 that Westland has performed and the \$1.5 million in security it has implemented and employed  
26 there. Likewise, while Fannie Mae asserts it has “no controls” in place over the rents that are being  
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1 collected, the truth is *Fannie Mae has received every rental payment on a timely basis and has even*  
2 *been overpaid by at least \$150,000.* Simply stated, Fannie Mae has received *more* than Lenders are  
3 entitled to receive based on the Parties' contract.

4 This Court should not be simply willing to accept the Grandbridge-manufactured assertion  
5 that a default has occurred, in an attempt to convert Westland's funds. Rather, Lenders have simply  
6 been more than fully paid even when the Properties were not cashflow positive. Now that the  
7 Properties have been rehabilitated and are generating income, it is absurd for Fannie Mae to assert  
8 that there is a risk of loss of rents. Moreover, as stated above, it seems beyond doubt that there has  
9 been any waste to the Properties themselves, as unbiased third parties, including entities related to  
10 the State of Nevada, have confirmed the condition of the Properties has improved, contrary to the  
11 assertions in Lenders' stale, biased report.

12 For all of these reasons, Fannie Mae's application for the appointment of a receiver is  
13 misplaced and should be denied.

14 ***B. The Standard For Injunctive Relief***

15 Injunctive relief is available where (1) the moving party enjoys a reasonable likelihood of  
16 success on the merits, and (2) the non-moving party's conduct, if permitted to continue, will result in  
17 irreparable harm for which compensatory damages are an inadequate remedy. *Boulder Oaks Cmty.*  
18 *Ass'n v. B & J Andrews Enters., LLC*, 125 Nev. 397, 403 (2009); *Dep't of Conservation & Natural*  
19 *Res., Div. of Water Res. v. Foley*, 121 Nev. 77, 80 (2005). As the Nevada Supreme Court has  
20 explained, injunctions are issued to protect plaintiffs from irreparable injury, to preserve the court's  
21 power to render a meaningful decision after a trial on the merits, to restore the status quo and to  
22 restore the status quo by undoing wrongful conditions when damage appears to have already been  
23 done. *See, e.g., Ottenheimer v. Real Estate Division*, 91 Nev. 338, (1975); *see also Memory*  
24 *Gardens of Las Vegas, Inc. v. Pet Ponderosa Memorial Gardens, Inc.*, 88 Nev. 1, 492 P.2d 123, 124  
25 (1972); *No. One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780 (1978) (preserve status quo);  
26 *Memory Gardens of Las Vegas, Inc. v. Pet Ponderosa Mem & Gardens, Inc.*, 88 Nev. 1, 4 (1972)



1 (restore status quo); *Leonard v. Stoebling*, 102 Nev, 543, 550-51 (1986) (restore). Here, the  
2 injunction prayed for by Westland will preserve the status quo.

3 Rule 65 of the Nevada Rules of Civil Procedure and NRS 33.010 govern the issuance of  
4 injunctions. NRS 33.010 provides that injunctive relief is appropriate “when it appears by the  
5 complaint that the plaintiff is entitled to the requested relief, and such relief or any part thereof  
6 consists in restraining the commission or continuance of the act complained of, either for a limited  
7 period or perpetually.”

8 To the extent that the Court goes beyond a TRO to evaluate the propriety of preliminary  
9 injunctive relief, the decision to “grant or deny a preliminary injunction is within the district court’s  
10 sound discretion.” *Labor Comm’r of State of Nev. v. Littlefield*, 123 Nev. 35, 38 (2007). In  
11 exercising this discretion, this Court must weigh the relative interests of the parties—i.e., the damage  
12 to the non-moving party if the injunction issues versus the damage to the moving party should the  
13 injunction not issue. *Home Fin. Co. v. Balcom*, 61 Nev. 301 (1942); *Clark Cty. Sch. Dist. v.*  
14 *Buchanan*, 112 Nev. 1146 (1996).

15 As demonstrated in the sections below, Westland has more than a reasonable likelihood of  
16 success on the merits, will suffer irreparable harm without the issuance of a temporary restraining  
17 order or preliminary injunction, and the relative interests of the parties support entry of the requested  
18 injunction.

19 ***C. Allowing Lenders’ premature and unsubstantiated foreclosure on the Properties,***  
20 ***unique real estate, would cause Westland irreparable harm.***

21 In establishing irreparable harm, the Nevada Supreme Court has held that “[g]enerally harm  
22 is ‘irreparable’ if it cannot adequately be remedied by compensatory damages.” *Hamm v.*  
23 *Arrowcreek Homeowners’ Ass’n*, 124 Nev. 28 (2008) (citing *Univ. Sys. v. Nevadans for Sound*  
24 *Gov’t*, 120 Nev. 712, 721 (2004)). If Defendants are allowed to proceed with their foreclosure sale of  
25 the Properties, Westland will be irreparably injured by the loss of its ownership therein, the rights  
26 inherent thereto, and the loss of business revenue.

1                   **1. The loss of real property constitutes irreparable harm.**

2                   The Nevada Supreme Court has recognized that real property implicates a broad range of  
3 potential rights, including “all rights inherent in ownership, including the right to possess, use, and  
4 enjoy the property,” as well as security in and title to the property. *Hamm*, 124 Nev. at 298-99; *see*  
5 *also McCarran Int’l Airport v. Sisolak*, 122 Nev. 645, 658 (2006).

6                   Thus, real property and its attributes are considered unique, and the loss of real property  
7 rights generally results in irreparable harm. *See Dixon v. Thatcher*, 103 Nev. 414, 416 (1987); *see*  
8 *also Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201 (1975) (denial of an injunction to stop  
9 foreclosure reversed because legal remedy inadequate); *Pickett v. Comanche Const., Inc.*, 108 Nev.  
10 422, 426 (1992) (“We conclude that if Comanche were allowed to sell the lienied properties, the  
11 homeowners would be subjected to irreparable harm and that compensatory damages would be  
12 inadequate.”). This principle has also been recognized in numerous federal courts’ as well as by the  
13 Ninth Circuit. In *Sundance Land Corp. v. Cmty. First Fed. Sav. & Loan Ass’n*, the Ninth Circuit,  
14 recognized that because real property is unique, the owner has no adequate remedy at law if the real  
15 property is foreclosed upon. 840 F.2d 653, 661 (9th Cir. 1988). In that case, the Ninth Circuit held  
16 that “[d]enial of the injunction would, according to the allegations of the complaint, cause  
17 [appellant] immediate, irreparable injury” because “it would lose the orchard property if [appellee]  
18 were allowed to foreclose.” *Id.* at 661.

19                   Here, Defendants are attempting to foreclose on the Deed of Trust pursuant to NRS 107.080.  
20 A non-judicial foreclosure sale made pursuant to NRS 107.080, “vests in the purchaser the title of  
21 the grantor and any successors in interest without equity or right of redemption.” NRS 107.080(5).  
22 Owner-occupied housing is subject to a redemption period; however, the same is not extended to  
23 rental properties. See NRS 107.080(2)(b). Because Westland does not have a right to redemption  
24 after the trustee sale, Westland will be irreparably harmed by transfer of the Property - the loss of  
25 which is at no fault of Westland.

1 Not only will Westland lose the Property if Defendants are allowed to foreclose, but  
2 Defendants' recorded documents pertaining to the extinguished Deed of Trust are impeding the  
3 marketability and transferability of Plaintiff's interests in the Property, or of re-financing the  
4 Properties, free of defects in title. The Nevada Legislature has codified Nevada's interest in the free  
5 transfer of real property within NRS 11.860, which provides that "[t]he public policy of this State  
6 favors the marketability of real property and the transferability of interests in real property free of  
7 defects in title or unreasonable restraints on the alienation of real property. . ." NRS 11.860(1). As  
8 Westland is the owner of the Properties, Defendants' actions will dispossess Westland of its security  
9 in and title to the Properties. Because the Properties are unique, losing them constitutes irreparable  
10 injury to Westland. Thus, on that basis alone, an injunction is necessary to prevent the imminent  
11 foreclosure of the Property.

12 However, absent emergency injunctive relief, Westland will also suffer irreparable harm  
13 insofar as the Properties, presumed unique as a matter of law, will be taken to satisfy Lenders'  
14 demand for additional, unwarranted Replacement Reserve and Repair Escrow funds predicated upon  
15 conditions that are non-existent, already addressed maintenance issues, and/or that were existing at  
16 the time that the Loan was assumed for which it would be improper for Lenders to demand any  
17 additional reserves. Moreover, Lenders would accomplish this wrongful foreclosure without offering  
18 Westland a reasonable opportunity to cure and having, in bad faith, refused Westland's overtures to  
19 address Lenders' concerns, all while costing Westland two unique, irreplaceable assets, the  
20 permanent loss of business opportunities stemming from their ownership, and damaging Westland's  
21 credit, standing in the real estate investment community, and ability to obtain financing to invest in  
22 future real estate ventures.

## 23 **2. The loss of business constitutes irreparable harm.**

24 Loss of the Properties will also cause an irreparable interference with Westland's ability to  
25 use the Properties for its business. Westland has a significant commercial interest in ensuring that its  
26 contracts are implemented correctly. The Nevada Supreme Court recognized such reputational and  
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1 business harms are immeasurable and cannot be adequately remedied later through a monetary  
2 judgment in *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 446 (1986), where the court  
3 held that “acts committed without just cause which unreasonably interfere with a business or destroy  
4 its credit or profits, may do an irreparable injury and thus authorize an injunction.” *Id.* (citing *Guion*  
5 *v. Terra Mktg. of Nevada, Inc.*, 90 Nev. 237, 240, 523 P.2d 847, 848 (1974)); *see also Finkel v.*  
6 *Cashman Prof., Inc.*, 128 Nev. 68, 73 (2012); *Hosp. Int. Grp. v. Gratitude Grp., LLC*, 387 P.3d 208  
7 (Nev. 2016) (unpublished) (“loss of its initial investment, incalculable future losses, and damage to  
8 the goodwill and reputation of the entities”). In *Sobol*, which addressed a business’s attempt to  
9 operate with a similar name as its competitor, the Nevada Supreme Court affirmed the district  
10 court’s finding that the misuse of company name injured the competitor by “clearly interfer[ing]  
11 with the operation of a legitimate business by creating public confusion, infringing on goodwill, and  
12 damaging reputation in the eyes of creditors”). *Sobol*, 102 Nev. at 446.

13         Since Westland acquired the Properties, the rental units have been leased to a large number  
14 of tenants and are now generating rental income for the Westland. Lenders failed to act for months  
15 while leaving Westland to improve the management of the Properties and to continue to inject cash  
16 to meet the Properties need and their own debt service payments. It was only after the Properties are  
17 now profitable that Lenders seek to foreclosure and/or seek the appointment of a receiver. If the  
18 Properties are allowed to be transferred to a third-party purchaser, Westland will no longer receive  
19 the rapidly improving significant monthly income gained through the leases it has negotiated. The  
20 entire purpose of the Properties’ acquisition was for investment purposes, thus if injunctive relief is  
21 not granted, Westland will have paid the Properties’ purchase price, its taxes, insurance costs,  
22 employee expenses, and made over \$3.5 million dollars of improvements all for naught. And 32  
23 hard working employees will unjustifiably lose their jobs. Westland is at risk of irreparable harm if it  
24 loses these lucrative business assets, and its trusted employees, all of whom kept their jobs and  
25 survived the Pandemic, are in danger of losing their livelihoods. This must be prevented via an  
26 injunction.

1 Even assuming arguendo, Lenders' allegations of Westland's failure properly to maintain the  
2 Properties (which are heavily disputed) do not implicate the rights and/or obligations of the parties  
3 under the Loan Agreements, which is a valid contract entered as between them in need of  
4 declaratory relief. Lenders' allegations of default under the Loan Agreements amount to nothing  
5 more than a legal conclusion. While Lenders would simply prefer to sidestep any examination of  
6 their conclusory assertions, based on the nature of the parties' dispute, Lenders have the burden of  
7 proving the Default occurred. Then, if Plaintiff can make that prima facie showing, that conclusion is  
8 subject to adjudication before this Court. As such, this Court should grant a preliminary injunction  
9 to preserve the status quo until a determination of the parties' contractual rights can be reached,  
10 because otherwise Westland will be irreparably harmed by the loss of real property, the rights  
11 inherent thereto, and the loss of business generated from lost rent for the Properties if Defendants'  
12 foreclosure sale is allowed to proceed or a receiver is appointed.

13 ***D. Westland Has More Than A Reasonable Likelihood of Success on Its Merits***

14 Westland has a strong likelihood of success on the merits of its claims against Lenders. The  
15 test for determining the likelihood of success is whether a party demonstrates a "reasonable  
16 probability of success on the merits." *Dixon v. Thatcher*, 103 Nev. 414, 415 (1987) (per curiam)  
17 (emphasis added) (reversing a denial of an injunction after finding that the plaintiffs presented  
18 "sufficient indicia" to make a prima facie showing before a trier of fact); *see also Dangberg*  
19 *Holdings Nev., L.L.C. v. Douglas Cty. & Bd. of Cty. Comm'rs*, 115 Nev. 129, 143 (1999) (upholding  
20 injunction because the plaintiff "demonstrated a reasonable probability of success" on the claim).  
21 For the purposes of brevity, Westland has only briefed the reasonable probability of success of the  
22 breach of contract, breach of duty of good faith and fair dealing, declaratory relief, and equitable  
23 relief claims, and for the reasons described below, this injunctive relief prong is satisfied here.

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1 Further, in relation to a breach of the covenant of good faith and fair dealing:

2 “[i]t is well established within Nevada that every contract imposes upon the  
3 contracting parties the duty of good faith and fair dealing. Moreover, it is recognized  
4 that a wrongful act which is committed during the course of a contractual relationship  
5 may give rise to both tort and contractual remedies. More specifically: [t]he duty not  
6 to act in bad faith or deal unfairly thus becomes a part of the contract, and, as with  
any other element of the contract, the remedy for its breach generally is on the  
contract itself. In certain circumstances, breach of contract, including breach of the  
covenant of good faith and fair dealing, may provide the basis for a tort claim.

7 *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 109 Nev. 1043, 1046–47 (1993) (internal  
8 citations omitted). Even “[i]n situations where the terms of a contract are literally complied with, the  
9 covenant is breached when ‘one party to the contract deliberately countervenes the intention and  
10 spirit of the contract.’” *Renown Health v. Holland & Hart, LLP*, 437 P.3d 1059, \*2 (Nev. 2019).  
11 Moreover, “[w]hen one party performs a contract in a manner that is unfaithful to the purpose of the  
12 contract and the justified expectations of the other party are thus denied, damages may be awarded  
13 against the party who does not act in good faith.” *Hilton Hotels v. Butch Lewis Productions*, 107  
14 Nev. 226, 234, 808 P.2d 919, 923 (1991). In such cases, “[r]easonable expectations are to be  
15 ‘determined by the various factors and special circumstances that shape these expectations.’” *Perry*  
16 *v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995).

17 Here, Westland has a valid claim of a breach of the covenant of good faith and fair dealing,  
18 because irrespective of the terms of the contract, Grandbridge’s representative affirmatively  
19 represented that if a PCA were permitted that it would not be charged to Westland. Further,  
20 Westland could have never contemplated that Lenders would employ a sharply varying standard  
21 when performing a later PCA inspection, in order to bootstrap a request for an additional \$2.7  
22 million of reserve funding, when at the time of the Loan assumption, Lenders *reduced* the reserves to  
23 be only \$143,319.30, plus monthly replacement reserve payments for deferred maintenance.  
24 Further, when reducing those reserves at the time of the assumption, Lenders were able to conduct a  
25 property condition assessment but failed to do so, and if Lenders had done so, Westland would have  
26 had an opportunity for recourse from the Properties’ seller. In the context of those circumstances,  
27

1 there is a reasonable probability that Lenders will be found to have acted in bad faith.

2 **2. Westland Has a Reasonable Probability of Success on a Declaratory Relief**  
3 **Claim**

4 “Declaratory relief is available only if: (1) a justiciable controversy exists between persons  
5 with adverse interests, (2) the party seeking declaratory relief has a legally protectable interest in the  
6 controversy, and (3) the issue is ripe for judicial determination.” *Knittle v. Progressive Casualty Ins.*  
7 *Co.*, 112 Nev. 8, 10, 908 P.2d 724, 725 (1996).

8 Any person interested under a deed, written contract or other writings constituting a  
9 contract, or whose rights, status or other legal relations are affected by a statute,  
10 municipal ordinance, contract or franchise, may have determined any question of  
11 construction or validity arising under the instrument, statute, ordinance, contract or  
12 franchise and obtain a declaration of rights, status or other legal relations thereunder.

13 Nev. Rev. Stat. § 30.040(1). The provisions of the Declaratory Judgment Act “are declared to be  
14 remedial; their purpose is to settle and to afford relief from uncertainty and insecurity with respect to  
15 rights, status, and other legal relations; and are to be liberally construed and administered.” Nev.  
16 Rev. Stat. § 30.140. As such, under the act, “[a] contract may be construed either before or after  
17 there has been a breach thereof.” Nev. Rev. Stat. § 30.050.

18 As addressed above, the parties clearly have different interpretations of the underlying Loan  
19 Agreements, which amount to a justiciable controversy. Westland has a legally protectable interest  
20 in the two Properties, of which it is title owner. The dispute is ripe and presently pending because  
21 the differing interpretations of the contract have resulted in Lenders filing this application for a  
22 receiver and filing a notice of default and election to sell the Properties.

23 **3. Westland Has a Reasonable Probability of Success on its Claim for Equitable**  
24 **Relief**

25 The Nevada Supreme Court has allowed equity to intervene, even in the face of a time of the  
26 essence clause, from a default resulting in forfeiture when performance was “later tendered without  
27 unreasonable delay and no circumstances have intervened to make it inequitable to give such relief.”  
28 *Slobe v. Kirby Stone, Inc.*, 84 Nev. 700, 701–02, 447 P.2d 491, 492 (1968); *McCann v. Paul*, 90



1 Nev. 102, 103, 520 P.2d 610, 611 (1974) (stating specific performance would be required if a  
2 purchaser “paid a considerable portion of the purchase price, or has entered upon the property and  
3 enhanced its value by the placing of improvements thereon, or some other similar circumstance that  
4 would constitute a forfeiture of substance”).

5 Westland assumed a loan in August 2018, paid a substantial portion of the purchase price for  
6 the Properties that was approximately 1/3 of their total value, has since made substantial  
7 enhancements and improvements to the Properties by spending another \$3.5 million on capital  
8 expenses, plus operating costs and cash infusions for the monthly debt service payments. Contrary to  
9 Westland’s actions, Lenders conducted a PCA in September 2019 and delayed for one year in filing  
10 NODs and this request for a receiver on shortened time, while continuing to collect the full amount  
11 of the monthly debt service payments that the Loan Agreements entitled Lenders to receive. As  
12 such, if Lenders were to foreclose, based upon the stated non-monetary defaults, which they asserted  
13 in an improper attempt to generate default interest and increased costs, it would be unfair and  
14 draconian. At this juncture, even if the remainder of Westland’s claims were to fail, there is a  
15 reasonable probability that Westland would be entitled to equitable relief.

16 ***E. The Balance of Interests Supports Injunctive Relief Because the Threatened Harm***  
17 ***to Westland outweighs any possible harm to Defendants.***

18 “A preliminary injunction maintaining the *status quo* may properly issue whenever the  
19 questions of law or fact to be ultimately determined in a suit are grave and difficult, and injury to the  
20 moving party will be immediate, certain, and great if it is denied, while the loss or inconvenience to  
21 the opposing party will be comparatively small and insignificant if it is granted.” *Dangberg*  
22 *Holdings Nevada, L.L.C. v. Douglas County & its Bd. of County Com’rs*, 115 Nev. 129, 146 (1999),  
23 *quoting Rhodes Co. v. Belleville Co.*, 32 Nev. 230, 239 (1910).

24 The balance of interests in this case could not be clearer. If allowed to foreclose on  
25 Westland’s Properties, Lenders will severely harm Westland. The harm to Westland will be severe  
26 because it will result in actual, imminent and irreparable harm from the loss of these unique assets,  
27

1 Westland's substantial equity in the Properties would be placed at risk, Westland's considerable  
2 investment of time and money improving the Properties over the past two years would be lost at the  
3 point that the Properties have begun to cover the debt service and operate at a profit, and ownership  
4 of the Properties has a strategic advantage in the Westland's property portfolio by solidifying its  
5 holdings in the North Las Vegas multi-family housing market.

6 Unlike Westland, which will suffer actual, imminent, and irreparable harm from the loss of  
7 this unique asset, Lenders will suffer no harm at all from the granting of an injunction. Granting an  
8 injunction would only maintain the status quo until the Court can adjudicate the rights and  
9 obligations of the parties under the Loan Agreements. Westland does not dispute that it has a  
10 maintenance obligation under the Loan Agreements but submits that it has met that maintenance  
11 obligation and more, as it has made and continues to make repairs to the Property in good faith.

12 Rather than harm, to the contrary, the temporary and/or preliminary injunction will continue  
13 Lenders' receipt of the full monthly payments consistent with the Loan Agreements precisely as  
14 provided for by the parties' contract. Also, Lenders would suffer no harm from the granting of an  
15 injunction because it is currently in possession of adequate security to remedy any alleged  
16 outstanding maintenance issues needed on the Properties since Lenders are holding approximately  
17 \$1 million of insurance reserves to which Westland is entitled, Westland has spent an additional \$3.5  
18 million on improvements to the Properties in two years, and Westland has over \$20 million of equity  
19 in the Properties. All monthly payments are being made to service both the Loan and to increase the  
20 Reserve Replacement Escrow. As stated, Westland is current in its Loan obligation to Lenders, and  
21 its timely, monthly payments have included \$68,632.07 in Replacement Reserve Escrow deposits  
22 per the Loan Agreements (which continues to increase) and is in addition to all other monies spent  
23 on maintenance and repair.

24 As such, the temporary and/or preliminary injunction will only require Lenders to maintain  
25 their actions in compliance with the terms of the Loan Agreements, which they have no right to  
26 breach, while preventing them from improperly foreclosing on the Properties.

*F. The Court Should Only Require that Westland Post A Minimal Bond Because Defendants' Interests are Already Adequately Secured and Westland has a Likelihood of Success on the Merits.*

Rule 65(c) contemplates the posting of a bond as security upon issuance of an injunction “in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained.” Notably, “[t]he expressed purpose of posting a security bond is to protect a party from damages incurred as a result of a wrongful injunction, not from damages existing before the injunction was issued.” *Am. Bonding Co. v. Roggen Enterprises*, 109 Nev. 588, 591 (1993) (failing to find any amount due under an injunction bond, despite the finding that the principal was liable for damages in the underlying matter); *Glens Falls Ins. v. First Nat’l Bank*, 83 Nev. 196, 200-01 (1967). Moreover, where it was found that a party had a high likelihood of success on its claims, only a minimal bond of \$1,000.00 was required. *V’Guara Inc. v. Dec*, 925 F. Supp. 2d 1120, 1127 (D. Nev. 2013).

Here, a more than a minimal bond is not necessary because Lender is not at risk of any harm from the requested injunctive relief. The Properties are not being dissipated, and Lenders continue to accrue their full interest payments, consistent with Westland's established practice of timely paying its monthly obligations under the Loan Agreements at all times. Thus, even if it is later determined that injunctive relief was not warranted, Plaintiff will have suffered no harm arising from the Court entering an order for injunctive relief.

//

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1           **IV.           CONCLUSION**

2           Based on the foregoing, Defendant respectfully requests that this Honorable Court **GRANT**  
3 its Motion for Temporary Restraining Order and Preliminary Injunction preventing and enjoining  
4 Plaintiff from conducting any foreclosure proceedings, foreclosure sale, or appointing a receiver  
5 related to the Properties pending a determination of the rights and obligations of the parties pursuant  
6 to the Loan Agreements.

7 Dated this 31st day of August 2020

Respectfully submitted,

8                                   **LAW OFFICES OF JOHN BENEDICT**

9  
10                                   By: /s/ John Benedict

11                                   JOHN BENEDICT, ESQ.

12                                   Nevada Bar No. 005581

13                                   2190 E. Pebble Road, Suite 260

14                                   Las Vegas, NV 89123

15                                   Telephone: (702) 333-3770

16                                   Facsimile: (702) 361-3685

17                                   E-Mail: John@BenedictLaw.com

18                                   *Attorneys for Defendants/Counterclaimants/ Third*  
19                                   *Party Plaintiffs Westland Liberty Village, LLC &*  
20                                   *Westland Village Square LLC*  
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**CERTIFICATE OF SERVICE**

I hereby certify that on August 31, 2020, a copy of the foregoing Motion was served on the parties listed below via electronic service through Odyssey to the following:

Nathan G. Kanute, Esq. and/or David L. Edelblute, Esq.  
Snell & Wilmer L.L.P.  
3883 Howard Hughes Parkway, Suite 110  
Las Vegas, Nevada 89169  
Email: [nkanute@swlaw.com](mailto:nkanute@swlaw.com); [dedelblute@swlaw.com](mailto:dedelblute@swlaw.com)  
Attorneys for Plaintiff

/s/ Igor Makarov  
An Employee of the Law Offices of John Benedict

\_\_\_\_\_



**EXHS**

JOHN BENEDICT, Esq.  
Nevada Bar No. 005581  
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Attorneys for Defendants/Counterclaimants/ Third  
Party Plaintiffs Westland Liberty Village, LLC &  
Westland Village Square LLC

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Defendants.

CASE NO. A-20-819412-C

DEPT NO. 4

**DEFENDANTS'/  
COUNTERCLAIMANTS'/THIRD  
PARTY PLAINTIFFS' EXHIBITS A  
THROUGH T FILED IN SUPPORT OF  
ANSWER TO PLAINTIFF'S  
COMPLAINT, COUNTERCLAIM  
AND THIRD PARTY COMPLAINT;  
AND IN SUPPORT OF OPPOSITION TO  
PLAINTIFF'S APPLICATION FOR  
APPOINTMENT OF RECEIVER ON  
ORDER SHORTENING TIME; AND IN  
SUPPORT OF COUNTERMOTION FOR  
TEMPORARY RESTRAINING ORDER  
AND/OR PRELIMINARY INJUNCTION**

Hearing Date: September 22, 2020  
Hearing Time: 9:00 a.m.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Counterclaimants,

vs.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a federally-chartered corporation,

Counter-Defendant.

WESTLAND LIBERTY VILLAGE, LLC, a  
Nevada Limited Liability Company; and  
WESTLAND VILLAGE SQUARE, LLC, a  
Nevada Limited Liability Company

Third Party Plaintiffs,

vs.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a federally-chartered corporation,

Counter-Defendant.

## Table of Contents

<b><u>Exhibit</u></b>	<b><u>Document Title/Description</u></b>	<b><u>Bates Number</u></b>
A	LVMPD Correspondence "The Nuisance Notice" dated April 4, 2017	Westland 000001- Westland 000007
B	Westland Liberty Village, LLC, Grant, Bargain and Sale Deed, dated August 30, 2018	Westland 000008- Westland 000013
C	Westland Village Square, LLC, Grant, Bargain and Sale Deed, dated August 30, 2018	Westland 000014- Westland 000020
D	CBRE Property Condition Assessment Report for Liberty Village Apartments, dated August 8, 2017	Westland 000021- Westland 000132
E	CBRE Property Condition Assessment Report for Village Square Apartments, dated August 8, 2017	Westland 000133- Westland 000288
F	Purchase and Sale Agreement for Liberty Village Apartments, dated June 22, 2018	Westland 000289- Westland 000352

G	Purchase and Sale Agreement for Village Square Apartments, dated June 22, 2018	Westland 000353- Westland 000414
H	Assumption Closing Statement for Liberty Village Apartments, dated August 29, 2018	Westland 000415- Westland 000416
I	Assumption Closing Statement for Village Square Apartments, dated August 29, 2018	Westland 000417- Westland 000418
J	Assumption Approval Letter for Liberty Village Apartments, dated August 20, 2018	Westland 000419- Westland 000427
K	Assumption Approval Letter for Village Square Apartments, dated August 22, 2018	Westland 000428- Westland 000436
L	Letter of Nevada State Apartment Association Executive Director, dated November 22, 2019	Westland 000437
M	Letter of County Commissioner, dated August 20, 2020	Westland 000438
N	Westland Strategic Improvement Plan for Liberty Village and Village Square, dated November 27, 2019	Westland 000439- Westland 000760
O	Property Site Map	Westland 000761
P	Purchase and Sale Agreement for 3435 N. Nellis Blvd., Las Vegas, dated July 8, 2019	Westland 000762- Westland 000809
Q	Letter of John Hofsaess, dated November 13, 2019	Westland 000810- Westland 000814
R	Letter of John Hofsaess, dated December 23, 2019	Westland 000815- Westland 000817
S	Letter of John Hofsaess, dated January 6, 2020	Westland 000818- Westland 000819
T	Lender's counsel's Non-Waiver Letters, dated February 19, 2020	Westland 000820- Westland 000835

Dated this 1st day of September 2020

Respectfully submitted,

**LAW OFFICES OF JOHN BENEDICT**

By: /s/ John Benedict  
JOHN BENEDICT, ESQ.  
Nevada Bar No. 005581  
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*Attorneys for Defendants/Counterclaimants/ Third  
Party Plaintiffs Westland Liberty Village, LLC &  
Westland Village Square LLC*



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on September 1, 2020, a copy of the foregoing **DEFENDANTS’/**  
3 **COUNTERCLAIMANTS’/THIRD PARTY PLAINTIFFS’ EXHIBITS A THROUGH T**  
4 **FILED IN SUPPORT OF ANSWER TO PLAINTIFF’S COMPLAINT, COUNTERCLAIM**  
5 **AND THIRD PARTY COMPLAINT; AND IN SUPPORT OF OPPOSITION TO**  
6 **PLAINTIFF’S APPLICATION FOR APPOINTMENT OF RECEIVER ON ORDER**  
7 **SHORTENING TIME; AND IN SUPPORT OF COUNTERMOTION FOR TEMPORARY**  
8 **RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION** and the Exhibits were served  
9 on the parties listed below via electronic service through Odyssey to the following:  
10

11  
12 Nathan G. Kanute, Esq. and/or David L. Edelblute, Esq.  
13 Snell & Wilmer L.L.P.  
14 3883 Howard Hughes Parkway, Suite 110  
15 Las Vegas, Nevada 89169  
16 E-mail: [nkanute@swlaw.com](mailto:nkanute@swlaw.com); [dedelblute@swlaw.com](mailto:dedelblute@swlaw.com)  
17 Attorneys for Plaintiff

18 \_\_\_\_\_/s/ Igor Makarov\_\_\_\_\_  
19 An Employee of the Law Offices of John Benedict  
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# EXHIBIT “A”

LVMPD Correspondence “The Nuisance Notice” dated April 4, 2017

Westland 000001- Westland 000007

# EXHIBIT “A”





**LAS VEGAS METROPOLITAN  
POLICE DEPARTMENT**

JOSEPH LOMBARDO, Sheriff

*Partners with the Community*

**\*\*\*NOTICE AND DECLARATION OF CHRONIC NUISANCE\*\*\***

Via Certified Mail, Return Receipt Requested and Electronic Mail to Ellen Weinstein,  
weinstein@shamrock-communities.com

April 4, 2017

Chronic Nuisance Locations: Liberty Village Apartments  
4870 N. Nellis Oasis Ln.  
Las Vegas, NV

and

Village Square Apartment Homes  
5025 N. Nellis Oasis Ln.  
Las Vegas, NV

Owner's Name and Address: Shamrock Properties VII, LLC  
44 Hawthorne St. N.  
Greenwich, CT 06831

**WHY ARE YOU RECEIVING THIS NOTICE?**

You are hereby notified as owner of the property located at and commonly known as Liberty Village and Village Square, 4870 N. Nellis Oasis Ln. and 5025 N. Nellis Oasis Ln., Las Vegas, Nevada (hereinafter "the Property"), that the Las Vegas Metropolitan Police Department ("LVMPD") declares the existence of a chronic nuisance at the Property.

**WHAT IS A CHRONIC NUISANCE?**

Pursuant to Clark County Code § 11.07.020, "**chronic nuisance**" means the existence of any of the following conditions [with emphasis added]:

- (a) Three or more instances of **nuisance activities** exist or have occurred during any ninety-day period on the property;





- (b) A person associated with the property has engaged in three or more instances of nuisance activities during any ninety-day period on the property or within one hundred feet of the property;

\* \* \*

- (d) A building or place is used for the purpose of unlawfully selling, serving, storing, keeping, manufacturing, using or giving away a controlled substance, immediate precursor as defined in NRS 453.086 or controlled substance analog as defined in NRS 453.043;...

For purposes of the above, and pursuant to Clark County Code § 11.07.010(b), “nuisance activity” means:

- (1) Criminal activity;

\* \* \*

- (6) Violations of building codes, housing codes or any other codes regulating the health or safety of occupants of real property;
- (7) Any act or omission which injures or endangers the life, safety, health, or property of the general public or the occupants of the property upon which the structure or condition is located, or in any way annoys or endangers the comfort or repose of a considerable number of persons; or
- (8) Any act or omission which violates an ordinance, rule or regulation regulating health and safety enacted, adopted or passed by the county, the violation of which is designated as a nuisance in the ordinance, rule or regulation.

**WHAT DID LVMPD IDENTIFY FROM YOUR PROPERTY THAT CONSTITUTES THE CHRONIC NUISANCE?**

LVMPD has identified the following conditions which constitute nuisance activities:

In the period between September 28, 2017 and now, there have been over **1000 calls for service** at the Property. Of these, there were dozens of disturbances, fights, assaults, batteries, and illegal shootings. Drugs, gangs, and sexual predators are also prevalent at the Property.

Particularly alarming, to my understanding, there have been many instances in which your security company, ACME Security, has been involved in activity that is either outright illegal, or that at least endangers the life, safety, and health of the general public and the occupants of the Property. ACME Security officers have reportedly been involved in illegal shootings and even obstructing criminal investigations.

Below is a sample of recent events that qualify as nuisance activities, including events involving ACME Security:



	Date	Description	Event #
1	8/17/17 <sup>1</sup>	Narcotics-related arrest warrant. Officers obtained a warrant to search a unit at the Property based on a prior investigation into drug activity. Marijuana plants were found at the unit.	170817-3795 170817-3393
	10/23/17	Illegal shooting. LVMPD officers heard multiple rounds, then saw 3-4 juveniles running through the complex. One of the juveniles threw a firearm as he was fleeing. Arrest made.	171023-3146
	10/29/17	Illegal shooting. Resident reported hearing shots outside her door. Seven shell casings found.	1711029-2359
	11/3/17	A convicted felon was arrested for possessing a stolen firearm and cocaine. The firearm was loaded and was discovered after a fight with security.	171103-3331
	11/5/17	Assault/Battery. Female stabs male. Arrest made.	171105-0191
	11/16/17	Illegal shooting detected by Shot Spotter. Casings located.	171116-3982
	11/23/17	Illegal shooting detected by Shot Spotter. Upon investigation, LVMPD determined that an ACME Security guard fired the shots at a vehicle. When LVMPD was attempting to investigate the event, ACME Security guards acted evasively, ignored the officers, and effectively inhibited the investigation. The guard that fired the shots was terminated, but his supervisor, who had been attempting to inhibit the investigation, was not terminated.	171123-2747
	11/25/17	Illegal shooting detected by Shot Spotter. Bullet fragment recovered.	171125-3254
	12/5/17	Illegal shooting detected by Shot Spotter. Officers found shell casings.	171205-4455
	12/6/17	Illegal shooting detected by Shot Spotter. Casings and impacts located.	171206-0529
	12/7/17	Illegal shooting detected by Shot Spotter. Seven rounds detected.	171207-0020
	12/8/17	Narcotics and outstanding warrants. A person was arrested for possessing methamphetamine and on multiple felony warrants.	171208-4251
	12/9/17	Illegal shooting detected by Shot Spotter. Casings, impacts, and handgun recovered.	171209-2822
	12/15/17	A resident asserted that ACME Security used excessive force in detaining the resident's guest	171215-4397

<sup>1</sup> Pursuant to Clark County Code, drug-related events do not need to fall within a ninety-day period to qualify as nuisance activities.



		and then lost the keys to the vehicle that the resident and guest drove to the Property.	
	12/15/17	Officers responded to a call of a fight where someone was threatening to use a firearm. One person ran as officers arrived, dropping a stolen firearm along the way.	171215-2897
	12/19/17	Illegal shooting detected by Shot Spotter. Sixteen rounds detected. Casings and impacts recovered. Victim located.	171219-4223
	12/19/17	ACME Security reportedly detained a guest of a resident for no apparent reason.	171219-4116
	12/23/17	Illegal shooting detected by Shot Spotter. Five rounds detected.	171223-5309
	1/1/18	Illegal shooting detected by Shot Spotter.	
	1/3/18	Child molestation. Suspect approached nine-year boy playing in the courtyard, pulled down the boy's pants, then groped him. <sup>2</sup>	180103-3360
	1/8/18	Illegal shooting detected by Shot Spotter. ACME Security guards were at the location of the shooting when LVMPD officers arrived.	180108-3378
	1/10/18	LVMPD's Community-Oriented Policing Division received a report from Clark County Commissioner Marilyn Kirkpatrick that a roof had caved in due to rain. Commissioner Kirkpatrick and other partners relocated the affected family. Property management and ACME Security were uncooperative.	n/a
	1/24/18	Illegal shooting detected by Shot Spotter. Four rounds detected. Casings recovered.	180124-0552
	1/30/18	Resident arrested on outstanding warrants. Officers obtained a search warrant to recover property related to another event.	180130-0559
	2/4/18	Gang feud erupts in gunfire.	180204-2198
	2/15/18	Illegal shooting detected by Shot Spotter. 11 rounds fired. A dispute over rent led to a physical altercation and then a threat that the subject would "air the place out." An hour later, the shooting occurred.	180215-3743
	2/28/18	Multiple officers from both LVMPD and Nevada Parole and Probation visited the Property to check on multiple residents who were on parole. As a result of this visit, one person was arrested for outstanding warrants. While on the operation,	n/a

<sup>2</sup> Around this time, there were four (4) sex offenders living at the Property, including two (2) who had assaulted children.



		officers witnessed a person attempting to kick down a door to an apartment. This person was arrested, along with the person who dropped him off at the Property.	
	3/13/18	Suspect arranged a drug deal for the purpose of conducting a robbery. Suspect shot victims. Suspect arrested.	180313-5011
	3/14/18	ACME Security officer refused to comply with the directions of a LVMPD officer, who was conducting an investigation. His vehicle was parked in the crime scene and he physically tried to go past LVMPD officers. He also made derogatory comments towards LVMPD officers. The security officer was apparently fired.	n/a
	3/18/18	Illegal shooting detected by Shot Spotter.	180320-1315
	3/25/18	Large scale fight occurred in the complex between two competing sets of residents. Multiple officers were required to maintain order.	180325-2217
	4/01/18	Resident who was being evicted arrived at his apartment to find the lock changed. He kicked in the door and found someone he knew inside. This person stabbed him with a screwdriver.	180401-0618

Notably, there are other events that have not been listed here.

Based on these and other circumstances, both Clark County and LVMPD have attempted to elicit your cooperation in making necessary changes to the way the Property is managed. In particular, the Captain at LVMPD's Northeast Area Command sent you a letter as early as September 9, 2017 alerting you that crime was heading in the wrong direction at the Property.

Efforts to engage you and ACME Security intensified in 2018. On January 22, 2018, you and your security company met with various officials at the Clark County Government Center. My understanding is that at that meeting, you promised to make needed changes.

Thereafter, LVMPD met with your property manager and security company on multiple occasions. These have included multiple on-site visits. LVMPD has made multiple suggestions on how to improve safety at the Property. LVMPD has also noted several concerns regarding inoperative security cameras, an inadequate number of security personnel, inadequate perimeter barriers, and inadequate training. These various meetings have taken place on February 1, 2018, February 22, 2018, March 15, 2018, and March 19, 2018.

At every turn, troubling issues continue to surface. On March 9, 2018, Commissioner Kirkpatrick was attending a fair organized at the Property. She and Captain Splinter conducted community surveys. While they were there, two fresh door kicks were discovered.



The situation has become so alarming that on March 21, 2018, an Assistant Sheriff, Deputy Chief, and others accompanied Captain Splinter on a tour of the Property. They asked your property manager for more cooperation to ensure the safety of the residents and the community in general. The property manager apparently called you to advise that she was not happy about the tour. When you called Captain Splinter, you and she arranged another meeting for April 9, 2018.

In sum, violent crime has been a continual problem at the Property. The lack of cooperation from management and security is also a continual problem. This Notice is being sent because the Property easily qualifies as a "chronic nuisance" which must be abated.

#### WHAT DO YOU NEED TO DO NEXT?

The reoccurrence of chronic nuisance activities needs to be abated by May 4, 2018 (30 days from now) in order to prevent the matter from being submitted to the Clark County District Attorney for legal action. This means you will desist, remedy, and prevent persons on the Property from continuing the nuisance activities described above.

I strongly encourage you to attend the meeting scheduled for April 9, 2018 and to redouble your efforts thereafter to take whatever steps necessary to abate. Officials at LVMPD and Clark County have made, and can continue to make, recommendations about how to curb crime, but ultimately the management of the Property is the owner's responsibility.

#### CAN YOU OBJECT TO THIS NOTICE AND DECLARATION OF CHRONIC NUISANCE?

**Yes. You have the opportunity for a hearing before the district court.** The procedures for either you or LVMPD to obtain a hearing before the Eighth Judicial District Court, Clark County, are outlined in Clark County Code § 11.07.050, which are stated herein verbatim:

- (a) When served with a notice and declaration of chronic nuisance, the owner may request a hearing by filing in district court a complaint for declaratory or injunctive relief. Service of the complaint shall be effectuated in accordance with the Nevada Rules of Civil Procedure. The complaint must be filed and served prior to the abatement date specified in the notice. The date specified in the notice is tolled for the period during which the owner requests a hearing and receives a decision.
- (b) When served with a notice and the owner fails to abate the chronic nuisance by the date specified in the notice and fails to request a hearing in district court prior to the date specified in the notice, the sheriff or authorized agent may request the district attorney to file a complaint in district court.



- (c) If the court finds that a chronic nuisance exists and action is necessary to avoid serious threat to the public welfare or the safety or health of the occupants of the property, the court may order the county to secure and close the property until the nuisance is abated.
- (d) In addition, if the court finds that a chronic nuisance exists, the court may:
  - (1) Impose a civil penalty of not more than five hundred dollars per day for each day that the chronic nuisance was not abated after the date specified in the notice by which the owner was required to abate the condition;
  - (2) Order the owner to pay the county for the cost incurred by the county in abating the condition; and
  - (3) Order any other appropriate relief.

**WHAT WILL HAPPEN IF YOU FAIL TO TAKE STEPS TO ABATE THE CHRONIC NUISANCE?**

LVMPD is committed to working closely and aggressively with Clark County to identify and correct problems in this community that lead to crime. We are also committed to assisting homeowners, business owners, and citizens of Las Vegas to achieve a higher quality of living. We strive to make Las Vegas the "Safest City in America." Therefore, we are committed to helping you through this process and will continue to commit reasonable resources to help you create a safe environment.

With that said, failure to abate the Chronic Nuisance by May 4, 2018 (30 days from now), may result in LVMPD requesting the Clark County District Attorney to file an abatement action against you, as outlined above. This may result in the closure of the Property, the abatement of the Property in some other way, and/or the imposition of fines and/or abatement costs.

Sincerely,

JOSPEPH LOMBARDO, Sheriff

By /s/ Matthew J. Christian  
Matthew J. Christian, Esq.  
ASSISTANT GENERAL COUNSEL

cc: Marilyn Kirkpatrick, Commissioner, Clark County  
Capt. Nichole Splinter, Northeast Area Command  
Sgt. Steve Reese, Northeast Area Command, Community Oriented Policing  
Ofr. Jeremy Vance, Central Intelligence Unit  
Steven Sweikert, Esq., Deputy District Attorney, Clark County

# EXHIBIT “B”

Westland Liberty Village, LLC, Grant, Bargain and Sale Deed, dated August 30, 2018

Westland 000008- Westland 000013

# EXHIBIT “B”



FIRST AMERICAN TITLE INSURANCE COMPANY

APNs: 140-08-710-161, 140-08-711-273  
and 140-08-712-289

Recording Requested by and,  
When Recorded Mail to:

Westland Liberty Village LLC  
520 West Willow St.  
Long Beach, CA 90806

Inst #: 20180830-0002684

Fees: \$40.00

RPTT: \$225930.00 Ex #:

08/30/2018 10:51:18 AM

Receipt #: 3498615

Requestor:

FIRST AMERICAN TITLE NCS

Recorded By: ANI Pgs: 8

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

GRANT, BARGAIN and SALE DEED

THIS INDENTURE WITNESSETH:

That SHAMROCK PROPERTIES VI LLC, a Delaware limited liability company  
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and legal sufficiency of  
which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

WESTLAND LIBERTY VILLAGE LLC, a Nevada limited liability company, the  
real property situated in the County of Clark, State of Nevada, and further described as  
follows:

SEE EXHIBIT "A" ATTACHED HERETO


Together with all and singular tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining.

Subject to (i) the permitted exceptions set forth on EXHIBIT "B"; and (ii) restrictions,  
conditions, reservations, rights of way and easements affecting the use and occupancy of  
this property as the same may now appear of record.

Witness my hand this 29 day of August, 2018.

SHAMROCK PROPERTIES VI LLC,  
a Delaware limited liability company

By: ND Manager LLC, a Delaware limited  
liability company  
Its: Manager

By:   
Name: Ellen Weinstein  
Title: Manager

899511

Westland000008

APP1463

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

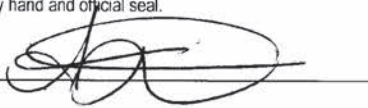
State of California                     )  
  ) ss.  
County of Los Angeles                )

On August 20, 2018, before me, Andrea Arlene Augustine, Notary Public, personally appeared ELLEN WEINSTEIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

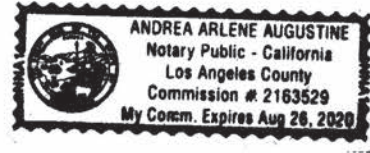
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(seal)



Andrea Arlene Augustine

NO. 2163529

Exp 8-26-20

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1:

ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARY LINES OF NELLIS OASIS -  
PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 34 OF PLATS, PAGE 8, IN THE OFFICE  
OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARY LINES OF NELLIS OASIS -  
PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 34 OF PLATS, PAGE 54, IN THE  
OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 3:

ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARY LINES OF NELLIS OASIS -  
PHASE 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 38 OF PLATS, PAGE 45, IN THE  
OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.
3. Any taxes that may be due as provided under NRS 361.4725.
4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded March 22, 1949, in Book 59 of Deeds, Page 491, as Instrument No. 308569.  
(Affects all parcels)
5. An easement for power and communication purposes and incidental purposes in the document recorded June 18, 1953 as Instrument No. 407049 of Official Records.  
(Affects Parcels 1, 2 and 3)
6. An easement for public utilities and incidental purposes in the document recorded March 27, 1984 in Book 1895 as Instrument No. 1854220 of Official Records.  
(Affects Parcels 1 and 3)
7. Easements as shown and/or dedicated upon the final map of Nellis Oasis Subdivision Phase I, on file in Book 34 of plats, Page 8, of Official Records.  
(Affects Parcel 1)
8. An easement for ingress and egress and incidental purposes in the document recorded December 23, 1985 in Book 2237 as Instrument No. 2196411 of Official Records.  
(Affects Parcels 1, 2 and 3)
9. Easements as shown and/or dedicated upon the final map of Nellis Oasis Subdivision Phase II, on file in Book 34 of plats, Page 54, of Official Records.  
(Affects Parcel 2)
10. An easement for public utilities and incidental purposes in the document recorded September 09, 1987 in Book 870909 as Instrument No. 00527 of Official Records.  
(Affects Parcel 2)



11. An easement for ingress and egress and incidental purposes in the document recorded October 26, 1987 in Book 871026 as Instrument No. 00517 of Official Records.  
  
And Amended by that certain Agreement Regarding Easement as disclosed by that Memorandum of Easement recorded August 31, 2005 in Book 20050831 as Instrument No. 03969, of Official Records.  
  
(Affects Parcel 1)
12. Easements as shown and/or dedicated upon the final map of Nellis Oasis Subdivision Phase 3, on file in Book 38 of plats, Page 45, of Official Records.  
  
(Affects Parcel 3)
13. An easement for public utilities and incidental purposes in the document recorded January 04, 1990 in Book 900104 as Instrument No. 00912 of Official Records.  
  
(Affects Parcel 1)
14. An easement for water pipelines and incidental purposes in the document recorded January 09, 1998 in Book 980109 as Instrument No. 00447 of Official Records.  
  
(Affects Parcels 2 and 3)
15. Covenants, conditions, easement and restrictions in a Conservation Easement recorded June 23, 2016, in Book 20160623 as Instrument No. 01667 of Official Records.  
  
(Affects Parcels 1, 2 and 3)
16. Covenants, conditions, easement and restrictions in a Conservation Easement recorded August 04, 2016, in Book 20160804 as Instrument No. 01992 of Official Records.  
  
(Affects Parcels 1, 2 and 3)
17. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Shamrock Properties VI LLC for U.S Surveyor on June 13, 2014 last revised June 26, 2014, designated Job Number SS49567:  
(A) Building #3501 lies within 20' utility easement in Book 870909, Instrument No. 00527; (B) Covered parking to the southwest of building #3462 lies within easement detailed in Book 34, Page 8; (C) Covered parking to the east of building #3501 lies within easement detailed in Book 34, Page 8 (D) Multiple unknown manholes around the subject property do not fall within an easement; (E) Multiple electric manholes around the subject property do not fall within an easement; (F) Multiple transformers around the subject property do not fall within an easement; (G) Telephone manhole at the southwesterly corner of building #4920 does not fall within an easement.

18. A Deed of Trust to secure an original indebtedness of \$29,000,000.00 recorded November 03, 2017 in Book 20171103 as Instrument No. 0001307 of Official Records.  
Dated: November 02, 2017  
Trustor: Shamrock Properties VI LLC, a Delaware limited liability company  
Trustee: First American Title Insurance Company a Nebraska corporation  
Beneficiary: SunTrust Bank, a Georgia banking corporation

(Affects all Parcels)

According to the public records, the beneficial interest under the deed of trust was assigned to Fannie Mae, c/o SunTrust Bank, a Georgia banking corporation by assignment recorded November 03, 2017 in Book 20171103 as Instrument No. 0001308 of Official Records.

19. A financing statement recorded November 03, 2017 in Book 20171103 as Instrument No. 0001309 of Official Records.  
Debtor: Shamrock Properties VI LLC, a Delaware limited liability company  
Secured party: SunTrust Bank, a Georgia banking corporation

According to the public records, the security interest of the secured party was assigned to Fannie Mae by document recorded November 03, 2017 in Book 20171103 as Instrument No. 0001309 of Official Records.

(Affects all Parcels)

20. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
21. Rights of parties in possession.



# EXHIBIT “C”

Westland Village Square, LLC, Grant, Bargain and Sale Deed, dated August 30, 2018

Westland 000014- Westland 000020

# EXHIBIT “C”

FIRST AMERICAN TITLE INSURANCE COMPANY

APN: 140-08-702-002; and  
140-08-702-003

Recording Requested by and,  
When Recorded Mail to:  
*Westland Village Square C/O*  
Westland Liberty Village LLC  
520 West Willow St.  
Long Beach, CA 90806

Inst #: 20180830-0002651

Fees: \$40.00

RPTT: \$81600.00 Ex #:

08/30/2018 10:41:19 AM

Receipt #: 3498598

Requestor:

FIRST AMERICAN TITLE NCS

Recorded By: KVHO Pgs: 9

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

**GRANT, BARGAIN and SALE DEED**

THIS INDENTURE WITNESSETH:

That SHAMROCK PROPERTIES VII LLC, a Delaware limited liability company  
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and legal sufficiency of  
which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

WESTLAND VILLAGE SQUARE LLC, a Nevada limited liability company, the  
real property situated in the County of Clark, State of Nevada, and further described as  
follows:

SEE EXHIBIT "A" ATTACHED HERETO


Together with all and singular tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining.

Subject to (i) the permitted exceptions set forth on EXHIBIT "B"; and (ii) restrictions,  
conditions, reservations, rights of way and easements affecting the use and occupancy of  
this property as the same may now appear of record.

Witness my hand this 29 day of August, 2018.

SHAMROCK PROPERTIES VII LLC,  
a Delaware limited liability company

By: ND Manager LLC, a Delaware limited  
liability company  
Its: Manager

By:   
Name: Ellen Weinstein  
Title: Manager

899513

Westland000014

**APP1470**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) ss.  
County of Los Angeles        )

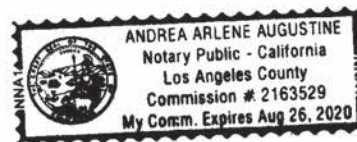
On August 20, 2018, before me, Andrea Arlene Augustine, Notary Public, personally appeared ELLEN WEINSTEIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(seal)



Andrea Arlene Augustine

NO. 2163529

Exp 8-26-20

**EXHIBIT "A" TO DEED**

**LEGAL DESCRIPTION**

PARCEL ONE (1):

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS TWO (2) AND THREE (3) AS SHOWN BY MAP THEREOF IN FILE 54 OF PARCEL MAPS, PAGE 81, RECORDED NOVEMBER 13, 1987 AS DOCUMENT NO. 00558, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THE HEREIN DESCRIBED PARCEL AS CREATED IN DOCUMENT RECORDED OCTOBER 26, 1987 IN BOOK 871026 AS DOCUMENT NO. 00517, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AND AS AMENDED BY THAT CERTAIN AGREEMENT REGARDING EASEMENT AS EVIDENCED BY A MEMORANDUM OF EASEMENT DATED AUGUST 18, 2005 AND RECORDED AUGUST 31, 2005 AS DOCUMENT NO. 03969 IN BOOK 20050831 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**EXHIBIT "B" TO DEED**

**PERMITTED ENCUMBRANCES**

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.
3. Any taxes that may be due as provided under NRS 361.4725.
4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded March 22, 1949, in Book 59 of Deeds, Page 491, as Instrument No. 308569.

(Affects all Lots of Parcel One (1))

5. An easement for ingress and egress and incidental purposes in the document recorded October 26, 1987 in Book 871026 as Instrument No. 00517 of Official Records and as Amended by that certain Agreement regarding easement as evidenced by a Memorandum of Easement recorded August 31, 2005 in Book 20050831 as Instrument No. 03969 of Official Records.

(Affects all Lots of Parcel One (1))

6. Easements as shown and/or dedicated upon the parcel map, recorded in File 54, Page 81 of Parcel Maps.

(Affects all Lots of Parcel One (1))

7. Provisions, recited on the Dedication Statement on the parcel map recorded November 13, 1987 in Book 871113 as Instrument No. 00558 of Official Records, in File 54, Page 81 of Parcel Maps.

(Affects all Lots of Parcel One (1))

8. An Easement for perpetual avigation for right of flight, for the passage of aircraft in the air space above the surface of the said premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, as conveyed to the County of Clark, recorded November 13, 1987, in Book 871113 as Instrument No. 00559 of Official Records.

(Affects all Lots of Parcel One (1))



9. An easement for public utilities and incidental purposes in the document recorded July 26, 1988 in Book 880726 as Instrument No. 00570 of Official Records.  
(Affects Lot 2 of Parcel One (1))
10. An Easement for perpetual avigation for right of flight, for the passage of aircraft in the air space above the surface of the said premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, as conveyed to the County of Clark, recorded July 06, 1989, in Book 890706 as Instrument No. 00616 of Official Records.  
(Affects all Lots of Parcel One (1))
11. An easement for public utilities and incidental purposes in the document recorded June 28, 1990 in Book 900628 as Instrument No. 01134 of Official Records.  
(Affects all Lots of Parcel One (1))
12. Covenants, conditions, easement and restrictions in a Conservation Easement recorded August 04, 2016, in Book 20160804 as Instrument No. 01930 of Official Records.  
(Affects Lot 2 of Parcel One (1))
13. A Deed of Trust to secure an original indebtedness of \$9,366,000.00 recorded November 03, 2017 in Book 20171103 as Instrument No. 01292 of Official Records. Dated:  
November 02, 2017  
Trustor: Shamrock Properties VII LLC, a limited liability company organized and existing under the laws of Delaware  
Trustee: First American Title Insurance Company, a Nebraska corporation  
Beneficiary: Suntrust Bank, a banking corporation organized and existing under the laws of Georgia  
(Affects all Lots of Parcel One (1))  
  
According to the public records, the beneficial interest under the deed of trust was assigned to Fannie Mae, c/o Suntrust Bank, a Georgia banking corporation by assignment recorded November 03, 2017 in Book 20171103 as Instrument No. 01293 of Official Records.
14. A financing statement recorded November 03, 2017 in Book 20171103 as Instrument No. 01294 of Official Records.  
Debtor: Shamrock Properties VII LLC, a Delaware limited liability company  
Secured party: Suntrust Bank, a Georgia banking corporation  
(Affects all Lots of Parcel One (1))

According to the public records, the security interest of the secured party was assigned to Fannie Mae by document recorded November 03, 2017 in Book 20171103 as Instrument No. 01294 of Official Records.

15. Any statutory lien for labor or materials arising by reason of any work of improvement now in progress or recently completed.  
  
(Affects all Lots of Parcel One (1))
16. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
17. Rights of parties in possession.
18. Those taxes for the fiscal year July 1, 2018 through June 30, 2019, including any secured personal property taxes collected by the County Treasurer.

APN 140-08-702-003

<b>1st installment</b>	<b>\$ 11,394.78</b>
<b>2nd installment</b>	<b>\$ 11,393.00</b>

<b>3rd installment</b>	<b>\$ 11,393.00</b>
<b>4th installment</b>	<b>\$ 11,393.00</b>

<b>Total</b>	<b>\$</b>
	<b>46,465.49</b>

**NOTE:**

Said taxes become a lien on July 1, 2018 , each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2018.
- 2nd installment is due on the 1st Monday of October, 2018.
- 3rd installment is due on the 1st Monday of January, 2019.
- 4th installment is due on the 1st Monday of March, 2019.

Each installment will become delinquent ten (10) days after due.

(Affects Lot 2 of Parcel One (1))

19. Those taxes for the fiscal year July 1, 2018 through June 30, 2019, including any secured personal property taxes collected by the County Treasurer.  
APN 140-08-702-002

**1st installment**        \$ 11,617.70  
**2nd installment**       \$ 11,615.93

**3rd installment**        \$ 11,615.93  
**4th installment**       \$ 11,615.93

**Total**                        \$  
                                     46,465.49

**NOTE:**

Said taxes become a lien on July 1, 2018 , each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2018.  
2nd installment is due on the 1st Monday of October, 2018.  
3rd installment is due on the 1st Monday of January, 2019.  
4th installment is due on the 1st Monday of March, 2019.

Each installment will become delinquent ten (10) days after due.

(Affects Lot 3 of Parcel One (1))



# EXHIBIT “D”

CBRE Property Condition Assessment Report for Liberty Village Apartments, dated  
August 8, 2017

Westland 000021- Westland 000132

# EXHIBIT “D”

# Property Condition Report for Mortgage Financing Purposes

Liberty Village Apartments  
4870 East Nellis Oasis Lane  
Las Vegas, NV 89115  
CBRE Project No.: PC70736713-102

Prepared For:  
Suntrust Bank

[www.cbre.com/Assessment](http://www.cbre.com/Assessment)

**CBRE**

Westland000021

**APP1478**



55 West Red Oak Lane  
White Plains, New York 10604  
914.694.9600 Tel  
914.694.1335 Fax

August 8, 2017

Mr. Tyler Paul  
Deputy Chief Underwriter  
Pillar Financial, a Division of SunTrust Bank  
5757 Main Street, Suite 202  
Frisco, Texas 75034  
469.403.2127 Phone  
[tyler.paul@pillarfinance.com](mailto:tyler.paul@pillarfinance.com)

Re: Property Condition Assessment for Mortgage Financing Purposes  
Liberty Village Apartments  
4870 East Nellis Oasis Lane  
Las Vegas, NV 89115  
Project No. PC70736713-102

Dear Mr. Paul:

Attached is our PCA outlining the general physical conditions observed on August 2 and 3, 2017 during our walk-through survey, complete with our Modified Capital Reserve Schedule. The scope of this assignment, methodology, protocol, and limiting conditions are outlined within this PCA.

Sincerely,

CBRE, Inc. – Assessment and Consulting Services

A handwritten signature in dark ink, appearing to read "Daphne Douglas".

Daphne Douglas  
Property Condition Assessor

A handwritten signature in dark ink, appearing to read "Greg Beste".

Reviewed By: Greg Beste  
Director, Property Condition Assessment

DD/gb/ij

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Acronyms and Definitions

## TABLES

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Property Useful Life Table  
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## APPENDICES

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Additional Appendices

## 1. EXECUTIVE SUMMARY

### 1.1. Summation of PCA Findings

At the request of <Suntrust Bank>, CBRE, Inc. ("CBRE") performed a Property Condition Assessment (PCA) on the below noted property. The purpose of this PCA is to assess the overall physical condition of the Property and was performed in accordance with the Fannie Mae Instructions for Performing a Property Condition Assessment (Form 4099 – Version 2.2 dated 7/16). This PCA does not contain additional Modules.

Item	Description
CBRE Project No.:	PC70736713-102
Date of Assessment:	August 2 and 3, 2017
Property Name:	Liberty Village Apartments
Street Address:	4870 East Nellis Oasis Lane
City, State, and Zip:	Las Vegas, NC 89115
Primary Use:	Multi-Family
Building Age / Age of Phases:	1986 and 1987–30 and 31 years old
Year Renovated:	N/A
Reported Site Area:	45.23 acres
Parcel configuration:	Contiguous
Rentable Square Feet:	684,216 SFG
Number of Units:	720 UNITS
Number of Apartment Buildings:	90
Number of Ancillary Buildings:	One single story leasing office, a maintenance shop, three pool buildings that include laundry facilities, toilet rooms and fitness center.
Number of Stories:	Two
Age of Roofs:	31 and two years old
CBRE Field Observers:	Daphne Douglas
Site Contact/Escort(s):	Alisa Fuller

## Section 1: Executive Summary

### Section 1.2: Summary of Recommended Repairs and Replacement Cost Estimates

Summary of Recommended Repairs and Replacement Cost Estimates		
	Cost	Reference
Immediate Repairs: Life Safety Items (may impact health or safety)	\$0	See Table 1.4
Immediate Repairs: Critical Items (Recommend Completion within 6 months)	\$41,100	See Table 1.4
Immediate Repairs: Deferred Maintenance (Recommended Completion with 12 months)	\$95,008	See Table 1.4
<b>Total of Immediate Repairs</b>	<b>\$136,108</b>	<b>See Table 1.4</b>
Replacement of Capital Items (Uninflated per unit / per annum)	\$300	See Table 1.5
Replacement of Capital Items (Inflated per unit/ per annum)	\$353	See Table 1.5
Inflation Rate:	3.0%	



### 1.3. Red flag Checklist

System/Component		Yes	No	NA	Report Section
Are any buildings/improvements in a SFHA Flood Zone?			X		5.1.2.1
Is aluminum branch circuit wiring present at the property?			X		3.3.5
Are apartment unit fuse boxes present?			X		3.3.5
Is the apartment unit main disconnect breaker <u>less than</u> 60 Amps?			X		3.3.5
Is Galvanized or Polybutylene Piping present?			X		3.3.1
Are there centralized boilers for heat?			X		3.3.3
If yes, are the centralized boilers high pressure, regulated?				X	3.3.3
Are there centralized hot water heaters?			X		3.3.1
If yes, are the hot water heaters high pressure & regulated?				X	3.3.1
Is HVAC centralized?			X		3.3.3
If yes indicate # of buildings affected	NA				3.3.3
Seismic Analysis – Does the PGA exceed 0.15g or 15%?			X (0.13g)		5.1.1



Enter Lender Name

Section 1: Executive Summary  
Section 1.4: Immediate Repairs

Assessment Date(s):	August 2 & August 3, 2017
Year Built:	1986 and 1987
Age(s):	30 and 31 years old
Total Net Rentable SF:	684216
No. Dwelling Units:	720
Inflation Rate	3.00%
Estimated Annual Unit Turnover:	0.00%

Life Safety: Items that may impact the health or safety of residents, employees or visitors						
Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section Reference
None				\$ -		
Subtotal: Life Safety				\$ -		
Critical Repair: Items recommended for completion within the next six months.						
Down units 1014 & 1219 due to fire damage	2	Each	\$12,000.00	\$ 24,000	Bring down, unrentable units damaged by fire back online	3.4.3
Façade, major stucco repairs	10	Bldg	\$750.00	\$ 7,500	Chipped, cracked and damaged stucco cladding was noted on the sidewalls. This condition was observed at Unit 2032, 1032, 1055, 2162, 1316, 1333, 1350, at the fitness center, Unit 2240, 1222, 2188 (balcony guardrail), 1143, on the apartment building located directly across from the laundry room and pool. Repair and restucco	3.2.3
Balconies, Stairs, Upper level walkways	12	Bldg	\$800.00	\$ 9,600	Remediate damaged, wood exterior components as needed. Dry rot noted on stair system handrails. This condition was noted at Unit 1055, 2162, 2176, 2169, 2243, 2222, 2188 and throughout.	3.2.5
Subtotal: Critical Repair				\$ 41,100		

Enter Lender Name

Deferred Maintenance: Non-recurring capital items typically recommended for completion within 12 months.						
Asphalt Pavement Remediation	443800	SF	\$0.16	\$	71,008	Remediate fatigued pavement via sealing, slurry, crack seal, and sectional replacements as needed 3.1.4.1
Amenities	2	LS	\$1,500.00	\$	3,000	Two of the four pools failed inspections for defective pumps. Repair or replacement is warranted. 3.2.7
Fencing	1	LS	\$3,600.00	\$	3,600	Steel and CMU fencing system surrounding the dog park was observed with graffiti, missing and broken concrete masonry units. CMU perimeter fencing system chipped and damaged. Repair is warranted. 3.1.5
Miscellaneous Concrete Repairs & Tennis/Basketball Courts	1	LS	\$7,500.00	\$	7,500	Miscellaneous area of concrete flatwork repairs are required. Also, tennis courts and basketball court needs resurfacing, chainlink fencing at basketball court needs repairs 3.2.7
Laundry Room	3	LS	\$3,300.00	\$	9,900	Composite floor tiles missing and damaged, and damaged drywall. 3.2.8
Subtotal: Deferred Maintenance			\$ 95,008			

Total Immediate Repairs		\$ 136,108	
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Items of Note

Items of Note: Non-Life Safety, typically have an aggregate cost less than \$3,000 (\$1,000 or less for Small Mortgage Loans) and can be addressed by on-site staff.		
Item	Brief Description	Section Reference
Toilet Room Drywall	Holes in the drywall walls in the toilet room at the pool area/laundry room near building 4755	3.2.8
Overgrown Landscape	Numerous trees observed in contact with buildings throughout. Immediate repairs are warranted consisting of trimming, pruning, and other remedial efforts throughout. In addition, excessive weed growth was noted in foundation beds.	3.1.2.1
Miscellaneous Damage	Minor damage to mail box units and stucco wall needs to be cleaned, window near Unit 2023 has aluminum foil covering, window under Unit 2023 has plywood covering, broken gable louver at endwall of Building 5040 and missing gable louver at endwall near Unit 2022. Repair/Replace as required.	Varies
Windows	Replace broken windows at laundry facility 1345, Unit 1330, 1333, 1342, and 1346.	3.2.6.2
Roof	Missing Spanish tiles on the roof near Unit 1342 need to be replaced	3.2.4.1

Section 1: Executive Summary  
Section 1.5 Replacement of Capital Items Schedule

Assessment Date(s):	August 2 & August 3, 2017
Year Built:	1986 and 1987
Age(s):	30 and 31 years old
Total Net Rentable SF:	684216
No. Dwelling Units:	720
Inflation Rate	3.00%
Estimated Annual Unit Turnover:	0.00%
Years in Term:	12

Replacement of Capital Items																						
Section No.	Item	Capital Expense Category (Choose Category from Dropdown Menu)	AVERAGE EUL (yr)	EFFECTIVE AGE (yr)	RUL (yr)	QUANTITY	UNIT OF MEASURE	Unit Cost	Total Cost over Eval. Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
3.1 Site																						
3.1.1	Asphalt Pavement seal, stripe, minor repair	Parking / Paving/ SideWalks	6	2	4	443,800	SF	\$ 0.16	\$ 71,008										\$ 35,504	\$ 35,504		
3.2.7	Pool/Spa Pastering	Other Site Capital Expense	10	5	5	4	LS	\$ 7,000.00	\$ 28,000					\$ 28,000								
3.2.7	Pool/Spa Equipment	Other Site Capital Expense	10	5	5	4	EA	\$ 2,000.00	\$ 8,000					\$ 8,000								
3.2.7	Sportscourts repair, exterior lighting, tree removal/pruning, landscaping/irrigation repairs	Other Site Capital Expense	10	3	7	2	LS	\$ 6,500.00	\$ 13,000							\$ 13,000						
3.2 Structural Frame and Building Envelope (Architectural Components)																						
3.2.3	Paint/Caulk - Cladding	Building / Exterior	8	3	5	720	Unit	\$ 250.00	\$ 180,000						\$ 60,000	\$ 60,000	\$ 60,000					
3.2.4.1	Roof Replacement (63 buildings of 90 total)	Roofing	25	22	3	274,500	SF	\$ 1.40	\$ 384,300				\$ 128,100	\$ 128,100	\$ 128,100							
3.3 Mechanical / Electrical / Plumbing Systems																						
3.3.3	Condenser, Remote Split- Component	HVAC and Other Building Systems	20	19	1	432	EA	\$ 500.00	\$ 216,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	
3.3.3	Fan Coi/Forced Air Unit - Component	HVAC and Other Building Systems	35	30	5	185	EA	\$ 850.00	\$ 157,248				\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	\$ 17,472	
3.3.1	Water Heater Tank Type (40-50 Gallons)	HVAC and Other Building Systems	15	14	1	576	EA	\$ 300.00	\$ 172,800	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	
3.4 Interior Elements (Dwelling Units / Common Area)																						
3.4.4	Carpet	Carpeting and Vinyl Expense	9	8	1	960	EA	\$ 650.00	\$ 624,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	
3.4.4	Replace Vinyl Flooring	Carpeting and Vinyl Expense	15	14	1	576	EA	\$ 200.00	\$ 115,200	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	
3.4.5.2	Dishwasher (4 cycle), Replacement	Appliance Capital Expenditures RR	12	11	1	720	EA	\$ 230.00	\$ 165,600	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	\$ 13,800	
3.4.5.2	Range/Oven, Replacement	Appliance Capital Expenditures RR	25	24	1	346	EA	\$ 350.00	\$ 121,100	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	\$ 10,092	
3.4.5.2	Refrigerator, Replacement	Appliance Capital Expenditures RR	15	14	1	576	EA	\$ 400.00	\$ 230,400	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	
3.4.5.2	Washer, Replacement (all 3BR units and some 2BR units, use a total of 200 units)	Appliance Capital Expenditures RR	15	14	1	160	EA	\$ 350.00	\$ 56,000	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	\$ 4,667	
3.4.5.2	Dryer, Replacement (all 3BR units and some 2BR units, use a total of 200 units)	Appliance Capital Expenditures RR	15	14	1	160	EA	\$ 300.00	\$ 48,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	
X.X	Miscellaneous/Other																					
									\$ -													
Total Uninflated									\$2,590,656	\$145,758	\$145,758	\$273,858	\$291,339	\$327,339	\$223,230	\$236,230	\$223,230	\$163,230	\$198,734	\$198,734	\$163,230	
Total, Inflated (annual inflation factor @3%)										\$145,758	\$150,131	\$290,538	\$318,344	\$368,413	\$258,785	\$282,071	\$274,545	\$206,775	\$259,303	\$267,082	\$225,948	
Cumulative Total										\$145,758	\$295,889	\$586,425	\$904,769	\$1,273,182	\$1,531,966	\$1,814,037	\$2,088,582	\$2,295,357	\$2,554,660	\$2,821,742	\$3,047,690	
Annual Cost Per Unit / Year (uninflated)									\$300													
Annual Cost Per Unit / Year (inflated)									\$353													

## 1.6. General Physical Condition

Generally, the Subject was observed to be in overall good to fair condition. Maintenance was observed to be a combination of proactive and reactive practices. Management was generally cooperative with our requests and there were no general areas to which we were denied access. CBRE did observe the following deficiencies during the course of our walkthrough survey:

**Asphalt Pavement:** Deficiencies observed consisted of minor depressions, minor potholes, overall surfaced fatigue, faded striping, and open pavement cracks. CBRE recommends refurbishing the pavement at this time; this is a Deferred Maintenance item.

**Landscaping:** Numerous trees observed in contact with buildings throughout. Immediate repairs are warranted consisting of trimming, pruning, and other remedial efforts throughout. In addition, excessive weed growth was noted in foundation beds. This is an Item of Note.

**Fencing:** CMU fencing system was observed with broken, separated and uneven areas, and graffiti. This condition was noted along the perimeter wall system and the dog park. This is a Deferred Maintenance item.

**Pool:** Two of the four pools failed inspections for defective pumps. Repair or replacement is warranted. This is an Item of Note.

**Facades:** Chipped, cracked and damaged stucco cladding was noted on the sidewalls. This condition was observed at Unit 2032, 1032, 1055, 2162, 1316, 1333, 1350, at the fitness center, Unit 2240, 1222, 2188 (balcony guardrail), 1143, on the apartment building located directly across from the laundry room and pool, and at multiple locations throughout. This is a Critical Repair.

**Stair Systems:** Dry rot noted on stair system handrails. This condition was noted at Unit 1055, 2162, 2176, 2169, 2243, 2222, 2188 and at multiple locations throughout. The damage has been caused by inadequate painting together with normal age, wear, and deferred maintenance. This is a Critical Repair.

**Roof:** Missing Spanish tiles on the roof near Unit 1342 needs to be replaced. This is an Item of Note.

**Windows:** Broken windows were observed the laundry facility 1345, Unit 1330, 1333, 1342, and 1346. This is an Item of Note.

**Laundry Room:** Composite floor tiles missing and damaged, and damaged drywall. This is a Deferred Maintenance item.

**Down Units:** Bring down, unrentable units 1014 & 1219 damaged by fire back online. This is a Critical Repair.

**Toilet Room Drywall:** Holes in the drywall walls in the toilet room at the pool area/laundry room near building 4755. This is an Item of Note.

**Miscellaneous Damages:** Minor damage to mail box units and stucco wall needs to be cleaned, window near Unit 2023 has aluminum foil covering, window under Unit 2023 has plywood covering, broken gable louver at endwall of Building 5040, and missing gable louver at endwall near Unit 2022. These are Items of Note.

**Carport Roof Damage:** Carport structure is tilted at the end near Building 3473. Repair as required. This is a Deferred Maintenance item.

**Miscellaneous Concrete Repairs & Tennis/Basketball Courts:** Miscellaneous concrete flatwork repairs are required. Also, tennis courts and basketball court needs resurfacing, chainlink fencing at basketball court needs repairs. These are deferred maintenance items.

### 1.7. Reported Renovations & Capital Improvements

Property Management and ownership have indicated that there are upcoming planned renovations as part of a property improvement plan. Proposed improvements include pavement refurbishment, façade painting and repairs, laundry room flooring, landscaping, and roof replacements.

It is our opinion that the RUL of the property is at least an additional 35 years, and it can be used for its intended purposes for the same period, provided that: recommended repairs identified within this report are completed, physical improvements receive continuing maintenance, and the various components and/or systems are replaced or repaired in a timely basis as needed.

### 1.8. Site Visit, Interviews and Documentation

Individuals, departments, or firms contacted for research purposes consisted of:

Name	Department/Title	Telephone No.
Alisa Fuller	Community Manager	702.825.1846
	Maintenance Manager	702.825.1846
Ellen Weinstein	Chief Executive Officer	203.252.6672
Jerry Stueve	Fire Marshalls Office	702.455.7316
N/A	Clark County Planning Department	702.455.4314
Karen Edgerly	Clark County Building Department	702.455.3029

CBRE requested that the owner or their designated representative complete a Pre- Site Visit Questionnaire prior to our site visit in order to ascertain historical information and maintenance records. As of the date of this report, CBRE has not received the completed and signed.

**Section 1: Executive Summary**  
**Section 1.9: Property Useful Life Table**

No.	ITEM	AVERAGE EUL (yr)	EFFECTIVE AGE (yr)	RUL (yr)	RUL: EUL Ratio	RATING 1 - 5, NA	ACTION ITEM (IM / RR / R&M / No / NA)	PCA Report Section Reference for Comments	Source of Cost Estimate (Footnote, if needed)
<b>SITE COMPONENTS</b>									
1	Storm Drainage	50	30	20	40%	2	R&M	3.1.2.3	CBRE
2	Parking Pavement / Carports	25	10	15	60%	3	RR	3.1.4.1 / 3.1.6	CBRE
3	Seal coat and Striping	6	2	4	67%	3	IM/RR	3.1.4.1	CBRE
4	Sidewalks / Fencing	40	20	20	50%	3	IM/R&M	3.1.4.3 / 3.1.5	CBRE
5	Utilities (sanitary and storm sewers, water, gas and electric lines/mains)	50	30	20	40%	2	R&M	3.1.3	CBRE
6	Site Lighting / Pools / Landscaping	40	20	20	50%	3	IM, R&M	3.2.9 / 3.2.7 / 3.1.2.1	CBRE
<b>STRUCTURAL FRAME AND BUILDING ENVELOPE (ARCHITECTURAL COMPONENTS)</b>									
7	Foundations	75	30	45	60%	2	R&M	3.2.2.1	CBRE
8	Structural System (framing)	75	30	45	60%	2	R&M	3.2.2.2	CBRE
9	Exterior Walls, Siding, Paint	8	2	6	75%	3	IM/RR	3.2.3	CBRE
10	Windows and Frames	50	30	20	40%	3	IM, R&M	3.2.6.2	CBRE
11	Exterior Doors and Frames	50	30	20	40%	2	R&M	3.2.6.1	CBRE
12	Balconies, Stairs and Upper Level Walkways	50	30	20	40%	3	R&M	3.2.5.1	CBRE
13	Roof Coverings	25	22	3	12%	3	IM/R&M	3.2.4.1	CBRE
14	Roof Drainage	25	10	15	60%	2	R&M	3.2.4.2	CBRE
<b>MECHANICAL/ELECTRICAL/PLUMBING SYSTEMS</b>									
15	Heating Equipment	35	30	5	14%	2	RR	3.3.3	CBRE
16	Air Conditioning Equipment	20	19	1	5%	2	RR	3.3.3	CBRE
17	Building Management Systems	15	0	15	100%	NA	NA		CBRE
18	Electrical Systems	70	30	40	57%	2	R&M	3.3.5	CBRE
19	Domestic Water Distribution	50	30	20	40%	2	R&M	3.3.1	CBRE
20	Water Heaters	15	14	1	7%	2	RR	3.3.1	CBRE
21	Gas Distribution System	60	30	30	50%	2	R&M		CBRE
<b>VERTICAL TRANSPORTATION</b>									
22	Elevators	60	10	50	83%	NA	NA	3.3.7	CBRE
<b>LIFE SAFETY / FIRE PROTECTION</b>									
23	Fire Extinguishers	12	6	6	50%	3	R&M	3.3.6.1	CBRE
24	Fire Alarms	25	10	15	60%	2	R&M	3.3.6.2	CBRE
25	Carbon Monoxide Detectors (if required)	10	5	5	50%	2	R&M	3.3.6.2	CBRE
26	Security Alarms	20	0	20	100%	NA	NA	3.3.6.2	CBRE
<b>INTERIOR ELEMENTS (DWELLING UNITS / COMMON AREAS)</b>									
27	Common Area / Laundry Room	25	10	15	60%	3	IM, R&M	3.4.1	CBRE
28	Overall Unit Interiors / Down Units	40	20	20	50%	3	IM/RR	3.4.4	CBRE
29	Kitchen Cabinetry and Countertops	40	20	20	50%	2	R&M	3.4.5.1	CBRE
30	Kitchen Appliances	15	14	1	7%	2	RR	3.4.5.2	CBRE
31	Unit Washer/Dryer	15	14	1	7%	2	RR	3.4.5.2	CBRE
32	Unit Cabinetry / Vanity	40	20	20	50%	2	R&M	3.4.6	CBRE
<b>Overall Property Rating</b>						<b>3</b>			

(1) Immediate Repairs (IM); Replacement Repairs (RR), Repairs & Maintenance (R&M).  
The PCA Consultant should indicate "NA" in the column if that system or component does not exist at the Property.

In completing the Property Useful Life Table for the Property, the PCA Consultant should use the following definitions:

"EUL" is the typical Estimated Useful Life for the specified system/component, guidelines provided in Appendix F to the Instructions.

"Eff Age" is the Effective Age of the specified system or component based on the PCA Consultant's assessment of the condition of the same.

"RUL" is the Remaining Useful Life of the specified system or component based on the EUL minus the Effective Age.

"RUL:EUL Ratio" is the ratio of RUL for the specified system or component divided by the EUL for the specified system or component.

**Section 1: Executive Summary**  
**Section 1.10: Summary of Known Problematic Building Materials**

**Known Problematic Building Materials Identified**

	Identified (Yes / No)	Action Recommended (Yes / No)	Section Reference
Fire Retardant Treated Plywood (FRTIP)	NO	NA	3.2.2.2
Compressed Wood or Composite Board Siding	NO	NA	3.2.3
Exterior Insulation and Finishing (EIFS)	NO	NA	3.2.3
Problem Drywall (aka "Chinese Drywall")	NO	NA	3.4.1
Unit electrical capacity less than 60 amps	NO	NA	3.3.5
Aluminum Branch Wiring	NO	NA	3.3.5
Electrical Overload Protection - Fused Subpanels	NO	NA	3.3.5
Federal Pacific Electric Stab-Lok panels	NO	NA	3.3.5
Ground Fault Circuit Interrupter (GFCI) in wet / exterior locations	YES	NA	3.3.5
Polybutylene Water Distribution Lines	NO	NA	3.3.1
Galvanized Steel Water Distribution Lines	NO	NA	3.3.1
Recalled fire sprinkler heads (Central, Omega, Gem, Star)	NO	NA	3.3.6.1
Recalled Cadet Brand Electric in-Wall Heaters	NO	NA	3.3.3
Recalled General Electric / Hotpoint dishwashers	NO	NA	3.4.5.2
Microbial Growth	NO	NA	4.1
Wood Destroying Organisms	NO	NA	4.2
Include any additional Known Problematic Materials identified but not included above:			

### 1.11. Purpose and Reliance

SunTrust Bank ("SunTrust") contracted with CBRE, Inc. ("CBRE") to conduct a Property Condition Assessment (PCA) for the purposes of rendering an opinion of the Subject's general physical condition as of the day of our site visit, in accordance with the scope and terms of our agreement with SunTrust Bank, and to prepare a PCA. A PCA cannot wholly eliminate the uncertainty regarding the presence of physical deficiencies and/or the performance of the Subject property's building systems.

Preparation of this PCA is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or systems failure and to reduce the potential that such component or system may not be initially observed. There may be physical deficiencies that were not easily accessible for discovery, readily visible, or which could have been inadvertently overlooked. The results of our observations, together with the information gleaned from our research and interviews, were extrapolated to form both the general opinions of the Subject's physical condition and the Opinions of Probable Costs to remedy the physical deficiencies. This PCA must be used in its entirety, which is inclusive by reference to the agreement and limiting conditions under which it was prepared.

This PCA was specifically prepared for the use and reliance of SunTrust and Fannie Mae, together "a potential mortgagee," as an aid in underwriting and evaluating the collateral that would secure the Subject's mortgage. This PCA is exclusively for the use of SunTrust and Fannie Mae and is not for the use and benefit of, nor may it be relied upon by, any other person or entity, for any purpose, without the advance written consent of CBRE or as described in this PCA.

THIS REPORT IS THE PROPERTY OF CBRE, SUNTRUST AND FANNIE MAE AND WAS PREPARED FOR A SPECIFIC USE, PURPOSE, AND RELIANCE AS DEFINED WITHIN THE AGREEMENT BETWEEN CBRE AND SUNTRUST AND THIS REPORT. THIS REPORT MAY NOT BE USED OR RELIED UPON BY ANY OTHER PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CBRE. THERE SHALL BE **NO THIRD PARTY BENEFICIARIES**, INTENDED OR IMPLIED, UNLESS SPECIFICALLY IDENTIFIED HEREIN.



## 1.12. Scope

The scope of this survey included the following:

- 1.12.1. A single site visit was conducted consisting of a “walk-through” survey and representative observation of a minimum of approximately 10% of the units including all down units and all vacant units that have been vacated for more than 90 days, base building support areas, systems, roofs, etc. This PCA was not a building code, safety, regulatory, or environmental compliance inspection.
- 1.12.2. This building survey was conducted from street level and/or balcony level. The riding of scaffolding equipment was outside the scope of this PCA.
- 1.12.3. Neither physical nor invasive tests were conducted, nor were any samples collected or materials removed. Therefore, CBRE makes neither representations nor warranties regarding the moisture resistance of EIFS, curtainwalls, or other building envelope systems that would not otherwise be readily observable. Therefore, the waterproof integrity of such systems is considered outside the scope of this PCA.
- 1.12.4. Inquiries were made of the municipal building department to determine whether there were any material code violations on file. Code compliance inspections of the systems and components of premises, however, were beyond the scope of the Services provided.
- 1.12.5. Photographs were taken to document existing conditions, representative areas or systems, significant deficiencies, and/or evidence of deferred maintenance.
- 1.12.6. Opinions of Probable Costs were prepared, in accordance with criteria herein, for work to remedy the material physical deficiencies observed and to prepare a Modified Capital Reserve Schedule.
- 1.12.7. All of the above were evaluated and this report was prepared in a summary, non-narrative format that complies with the format established by Fannie Mae.
- 1.12.8. No measurements or counts of systems, components, floor areas, rooms, etc. or calculations were prepared.
- 1.12.9. This limited scan is not to be construed as a mold survey, which entails a thorough, specific inspection and also often includes destructive testing or the survey of areas behind walls, above ceilings, in tenant spaces and in other typically inaccessible areas. Moreover, CBRE does not warrant that all mold at the Subject has been identified, as mold may exist in unsurveyed areas or may have occurred subsequent to our site survey. During our survey, CBRE surveyed 10% of the units including all vacant and down units and at least 10% of the common areas. CBRE also performed interviews with property management concerns the potential for mold growth and HVAC maintenance history.

### 1.13. CBRE Certification

CBRE Assessment Services certifies that:

- A. We have no present or contemplated future interest in the real estate that is the subject of this report;
- B. We have no personal interest or bias with respect to the subject matter of this report, its ownership, management, or any of the Subject's service companies or vendors;
- C. To the best of our knowledge and belief, any statement of fact contained in this report and any information provided by others, upon which our evaluation, opinions, and recommendations expressed herein are based, are true and correct;
- D. The compensation received for this report is not contingent on any action or event resulting from the evaluations, opinions, recommendations, or the Opinions of Probable Costs expressed herein, or the use of this report;
- E. This PCA was prepared in accordance with the required protocols and standards set by Fannie Mae.
- F. The Property Evaluator performing this evaluation has the minimum standards and protocols set by Fannie Mae.
- G. This PCA was prepared to disclose observed existing conditions and for information purposes only. CBRE does not warrant or guarantee the results of any of its opinions, information provided by others, or the adequacy of the Opinions of Probable Costs provided to remedy the Physical Deficiencies or for the Modified Capital Reserve Schedule; and
- H. This PCA was prepared with the standard of care and skill ordinarily exercised by single-source construction consultants that specialize in conducting general overview, ASTM baseline PCA surveys under similar budget and time constraints on behalf of mortgagees for underwriting due diligence purposes.

2. PROPERTY EVALUATOR TEAM MEMBERS

2.1. Property Evaluator Team Members

Field Observer	Reviewer/Project Manager	Managing Director
		
Daphne Douglas Property Condition Assessor	Greg Beste Director, Property Condition Assessment	Randall Ward Managing Director – Agency & Multifamily Services

### 3. PROPERTY CHARACTERISTICS

#### 3.1. Site Components

##### 3.1.1. Configuration and Size

###### 3.1.1.1. Configuration

The Subject consists of several contiguous rectangular shaped parcels.

**Observations/Comments:** The site's configuration showed no areas of concern. No further action is required at this time.

##### 3.1.2. Site Landscaping, Topography and Drainage

###### 3.1.2.1. Landscaping

The Subject is improved with trees, a variety of shrubs, and central grass and turf beds along the building frontages and throughout the property. Several areas are comprised of zero scaping and require no irrigation, while other areas are irrigated and reportedly timer controlled.

**Observations/Comments:** Landscaping was observed to be in generally good to fair condition throughout; however, CBRE noticed numerous trees in contact with buildings throughout. This condition can lead to damage via abrasive action on the building envelope systems; immediate repairs are warranted consisting of trimming, pruning, and other remedial efforts throughout. In addition, weed growth was noted in foundation beds. This is an Item of Note.

The property is in the process of converting the landscaping to a Zero Scape, however several trees and shrubs have died due to the removal of irrigation system in these areas. Tree and shrub removal and irrigation reinstallation are budgeted in the planned improvements and bid proposals are included in the exhibits.

###### 3.1.2.2. Topography

The topography of the general area can be characterized as having a gentle pitch that poses no apparent adverse conditions.

**Observations/Comments:** The site's gentle pitch poses no apparent adverse conditions. No further action is required at this time.

###### 3.1.2.3. Drainage

Surface drainage is achieved through a combination of interconnected system of catch basins and pavement sheet flow, and storm waters flow into the municipal storm water system.

**Observations/Comments:** Drainage appears adequate. No areas were observed that appear to be subject to chronic flooding. Such areas would typically be identified by surface staining), erosion, visibly clogged catchbasins, etc. No further action is required at this time.

### 3.1.3. Site Water and Sanitary Lines

#### 3.1.3.1. Domestic Water/Sanitary Sewer Supply Lines

Domestic water and sanitary sewer mains service the buildings from underground mains that are tied into the local utility supply system. Underground piping at the property was not observable due to concealed conditions, and management was unaware of the type of materials present.

**Observations/Comments:** No concerns with the domestic water supply lines and sanitary service were observed or reported during our visit.

### 3.1.4. Flatwork, Parking Areas, and Walkways

#### 3.1.4.1. Parking Area Pavement and Curbing

Ingress and egress are provided to the property via eight points, at paved entries from off of adjacent city streets and from interconnected sidewalks. All internal roadways and parking areas are paved with asphalt. Curbing consists of cast-in-place concrete with an integral concrete gutter.

**Observations/Comments:** For the most part, asphalt paved areas were found to be in fair condition. Portions of the drives and parking areas appear to have received isolated repairs during the property history. However, CBRE did note depressions, alligator like conditions (pre-pothole) minor potholes, open pavement cracks, and overall fatigue. CBRE recommends crack sealing and repairs as needed at this time as an immediate need; see the cost tables. This is a Deferred Maintenance item. Property management has also indicated that asphalt remediation is planned in upcoming work.

Additionally, ongoing replacements are recommended for sealing, striping, and minor repairs over the term; see the Reserve Schedule.

#### 3.1.4.2. Parking

On-site parking is provided for 1,275 cars by a combination of carports and open parking. The Subject includes 71 steel-framed carport structures that accommodate a total of 712 cars. The remaining 563 spaces are located in surface lots throughout the property.

**Observations/Comments:** The open space parking areas and carport covered parking appear to be generally adequate and typical to a property of this type. It was reported and we observed that one of the carports was removed. Severe wind storms reportedly caused a tree to fall on the carport. Several carports were found severely damaged with disfigured metal roofing systems. This condition was noted at carport 295, 218, 579 and at multiple locations throughout the property. This is a Deferred Maintenance repair.

#### 3.1.4.3. Walkways and Flatwork

The Property has concrete sidewalks and walkways located throughout the complex that are comprised of cast in place concrete with a light finish. The walkways are in placed along the building frontages and provide for pedestrian circulation throughout the complex.

Units at grade level are equipped with cast in place concrete slab patios and the swimming pool decking consists of a cool deck finished concrete with a non-slip finish.

**Observations/Comments:** Overall, sidewalks and flatwork were observed to be in good condition.

Patio surfaces were observed to be in generally good condition. No significant cracking or spalling was observed. No further action is required at this time.

The pool deck was noted to be in generally good condition. No areas of significant cracking or deterioration were observed; the pool deck can be maintained within the normal operating budget during the term.

#### 3.1.5. Site Fencing and Retaining Walls

The property boundary is provided with painted CMU and steel tube fencing. Pool fencing consists of a factory coated tube steel decorative system with security gate. Patios are enclosed with painted stucco cladded low walls.

**Observations/Comments:** The CMU fencing was observed in generally fair to good condition at the time of the site visit with chipped, bulging, cracked, and separating damaged sections noted in multiple locations along the property boundary. Steel and CMU fencing system surrounding the dog park was observed with graffiti, missing and broken concrete masonry units. This is a Deferred Maintenance Cost.

Patio and pool fencing is likewise in generally good condition. The fencing can be maintained within the normal operating budget during the term.

### 3.1.6. Parking Facility

The Subject reportedly has 71 free standing carports that can accommodate approximately 712 cars. Carports are of steel framed construction with corrugated metal roofing systems and are supported by caisson style footings.

**Observations/comments:** Carport systems were observed to be in generally good condition overall.

## 3.2. Architectural Components

### 3.2.1. Apartment Structures

The Subject Property consists of 90, two-story, wood framed stucco clad structures that are configured in a garden style configuration. Additional support buildings include a single-story Clubhouse/leasing office, and three pool house structures which in, laundry facilities and a fitness center, a maintenance shop.

The improvements are original to the development and constructed of standard wood platform framing with concrete foundations and pitched wood framed roof systems. The floor joists are of standard wood frame systems with plywood sheathing and the roofs are pre-engineered wood trusses with plywood sheathing.

### 3.2.2. Structural Systems

#### 3.2.2.1. Foundations

Drawings were not provided to CBRE. Although not visible, the substructure's foundation most likely consists of conventional reinforced concrete shallow spread footings and an integral slab on grade. This type of foundation usually has a perimeter load bearing footing and interior spot footings and thickened slab footings. The Subject does not have a sublevel such as a cellar, basement, or crawl space.

**Observations/Comments:** Only portions of the foundation slab edge were visible during the course of our site survey. Based on our representative areas of observation, the foundations exposed perimeter did not reveal any evidence of apparent structural distress. The building's foundation appears stable with no visible indications of adverse subsoil conditions such as subsidence. No further action is required.

### 3.2.2.2. Superstructure

The superstructure consists of standard wood stud platform wall framing with wood joists, beams, columns and girders. Roof framing is composed of pre-engineered wood trusses with plywood decking. Upper level floors are covered with a lightweight concrete topping and the ground floor is a slab on grade system. No attic area is provided.

**Observations/Comments:** General observations of the rooflines and sidewalls revealed them to be level and plumb, respectively, to the unaided eye. We did not observe any deficiencies with respect to the buildings' superstructure systems that warrant repair. No further action is required at this time.

### 3.2.3. Exterior Sidewall Cladding

The predominant sidewall system at each building consists of. Sidewall surfaces have a Mediterranean articulated design motif. Fascias are of painted wood, and the soffits are of a stucco materials.

**Observations/Comments:** We observed the visible portions of the stucco materials to be in generally good to fair condition overall. Chipped, cracked and damaged stucco cladding was noted at Unit 2032, 1032, 1055, 2162, 1316, 1333, 1350, 2240, 1222, 2188 (balcony guardrail), 1143, the fitness center building, the apartment building directly across from the laundry room/pool and at multiple locations throughout. This is Critical Repair.

Periodic painting, caulking, and minor repairs are anticipated during the term. This has been included within the Reserve Schedule.

It was observed that there is a broken gable louver at endwall of Building 5040 and a missing gable louver at endwall near Unit 2022. Repair or replace as required. This is an Item of Note.

The type of wall insulation was not observable and is not known by management. Evidence of graffiti or vandalism was noted.

### 3.2.4. Roofing Systems

#### 3.2.4.1. Roof Covering

The roof systems at the subject are pitched and covered with Spanish concrete tiles over building felts fastened to the roof truss sheathing. The design can best be characterized as a gable and hip system. Ventilation appears to be provided by "turtle" vents, gable end vents, and ventilated soffits. Fascias are of painted wood. Green roof technologies were not noted or reported.



**Observations/Comments:** The roofing system was found to be in generally good to fair condition and was reported that 27 roofs have been replaced in last three years. Observed deficiencies consisted of missing Spanish tiles on the roof near Unit 1342, this is an Item of Note.

We noted that the shingles appear worn and aged and nearing the end of their EUL. Property management reported that five are scheduled for replacements in the near future. CBRE recommends replacement of the remaining 63 roofs during the term; see the reserve schedule for budgeted costs.

#### 3.2.4.2. Drainage

The roofs are drained by edge drainage. Factory coated aluminum gutters and leaders are not provided. Roof drains directly over the edge on to the grade below.

**Observations/Comments:** Roof drains appear to be adequate and typical to a property of this type in this geographical region. No further action is required at this time however, we recommend bi-annual roof inspections. This can be addressed as part of normal routine maintenance.

#### 3.2.5. Appurtenances

##### 3.2.5.1. Balconies, Breezeways, Elevated Walkways, and Stairs

Above-grade units have wood joist framed balconies that are of a recessed design and finished with light concrete decking. The undersides of the balconies are concealed and finished with stucco. Balconies are enclosed by the building sidewall wood framed walls on three sides. Access to the balconies from individual units is provided by an aluminum frame sliding glass door. Railings are of stucco cladding.

Above-grade units are accessed from the buildings' exteriors through individual exterior stair systems. Stairs are steel framed stringers with precast concrete treads held in place by steel brackets, and the stair and landing railings are of stucco clad balusters with painted wood components and steel handrails.

**Observations/Comments:** Of the balconies that were observed as part of representative observations, they were found to be in generally good to fair condition. We did not observe any significant widespread deficiencies or deferred maintenance. The balconies can be maintained during the term as part of normal routine maintenance. No further action is required at this time.

Exterior stairs, landings, and railings were observed to be in good condition.

CBRE noted that the stair railing components show evidence of aging, wear, water damaged wood, and general degradation throughout. Dry rot was noted at Unit 1055, 2162, 2176, 2169, 2243, 2222, 2188 and multiple locations throughout.

Immediate needs are warranted which should consist of a refurbishment of all damaged wood materials and an application of exterior rated wood sealant. See the cost tables. This is a Critical Repair.

### 3.2.6. Doors and Windows

#### 3.2.6.1. Exterior Doors

Each unit has a private exterior entry door constructed of insulated metal. Doors include knob-type hardware with a separate deadbolt. Sliding glass doors provide access to balconies and patios. Sliding doors are of insulated, double pane glass, and frames are of aluminum.

**Observations/Comments:** Overall, the exterior entry doors and patio/balcony doors were found to be in good condition with typical industry standard weatherstripping and door sweep assemblies. The doors can be maintained during the term as part of normal maintenance. No further action is required at this time.

#### 3.2.6.2. Windows

Windows are of a punctuated design consisting of single-pane glass set within mill-finished aluminum frames. Window design types are double hung units, and windowsills are integral with the window frame.

**Observations/Comments:** Windows, which were observed from grade and from inside the units, appeared to be in generally good to fair and operable condition. Broken windows were observed the laundry facility 1345, Unit 1330, 1333, 1342, and 1346. The window near Unit 2023 has aluminum foil covering, window under Unit 2023 has plywood covering, repair as required. Replacements are warranted and are identified as an Item of Note.

### 3.2.7. Amenities

Amenities at the property include a tennis court, basketball court, dog park, fitness center, four central laundry facilities, clubhouse with leasing office, four outdoor swimming pools and spa with surrounding concrete sundeck located adjacent to the clubhouse building and pool house buildings.

The clubhouse building is a single story building of wood frame construction with exterior finish similar to the apartment buildings. Interior finishes include textured painted drywall walls and ceilings, and vinyl plank flooring. The clubhouse building includes the leasing office for the complex, a support kitchenette, restroom, and mechanical equipment room.

The outdoor pools and spa are constructed of plaster lined concrete with ceramic coping tile at the water line. All of the outdoor pools and spa are surrounded by a concrete deck surface with broom finish. The pool deck area is equipped with outdoor patio furnishings and secured by way of factory coated tubular steel fencing system and automatic security gate.

The swimming pool and spa support equipment are located in the mechanical equipment room of the clubhouse and pool house buildings. The equipment consists of hot water heaters, water filters and circulating pumps.

The central laundry facilities are located on the first floor of each building and are equipped with coin operated washers and dryers.

**Observations/Comments:** The clubhouse building exterior, interior finishes, and furnishings were noted to be in good condition and will require only routine maintenance over the evaluation period.

The pool and spa equipment appear to be in generally good condition. The age of the remaining equipment varies. Two of the four pools failed inspections for defective pumps. Replacement is warranted immediately and is identified as a Deferred Maintenance item.

Due to expected useful life (EUL) of this support equipment, pump, filter, and water heater replacement are anticipated over the evaluation period. Plastering of the pool and spa are also expected during the term; see the reserve schedule.

The fitness center was located in one of the pool houses. The room as equipped with exercise equipment and weights. During our visit, newly delivered appliances were being stored in the room. The room is expected to be fully operation once the appliances have been removed. Carpet replacement is anticipated during the term and included in the Reserve Cost.

The card-operated washers and dryers are owned, serviced and maintained by an outside vendor, therefore, significant reserve costs are not anticipated for these components. However, during our visit several washers and dryers were found in non-operational status. Repair or replacement is warranted by outside vendor.

Miscellaneous area of concrete flatwork repairs are required. Also, tennis courts and basketball court needs resurfacing, chainlink fencing at basketball court needs repairs

Minor damage to mail box units and stucco wall needs to be cleaned. These are Items of Note.

Energy Star and WaterSense rated appliances were not noted or reported as part of our walkthrough survey.

### 3.2.8. Common Area Finishes

The clubhouse building interior finishes include painted drywall walls and ceilings, vinyl plank flooring; leasing office and toilet room. The laundry facilities were finished with composite floor tile, drywall walls and ceilings. The fitness center was finished with carpet flooring, and drywall walls and ceilings.

**Observations/Comments:** The common area finishes were observed to be in generally good to fair condition. The clubhouse was found to be in good condition, having been recently remodeled. The fitness center was found to be in good condition with no observed deficiencies.

The laundry facilities were found to be in fair condition. Laundry facility was found with vinyl composite floor tiles missing and damaged, and damaged drywall. The flooring is schedule to be replaced and management has submitted bids obtained to complete the work. CBRE recommends that the flooring be replaced as planned along with repairing damaged drywall. This is a Deferred Maintenance item.

In addition, the toilet room in the pool area was found with holes in the drywall. CBRE recommends that the drywall be repaired immediately as an Item of Note.

### 3.2.9. Site Lighting

Site lighting consists mainly of centrally controlled building mounted high intensity discharge (HID) light fixtures. Incandescent, tenant controlled light fixtures that are surface mounted on exterior walls near entry, patio and balcony areas of the units were also observed. Pole mounted fixtures provide illumination for the pedestrian walkways.

**Observations/Comments:** The site lighting systems appear to be of standard design and style for a property of this type and should only require routine maintenance during the term.

Lighting controls appear to be satisfactory condition with no deficiencies reported or observed. No further action is required at this time.

## 3.3. Mechanical/Electrical/Plumbing Components

### 3.3.1. Water Distribution and Domestic Hot Water System

Due to concealed conditions, hot and cold-water piping was only partially observed during the site visit. However, based on limited observations and interviews with management, the supply piping appears to be of copper tubing. Fixtures appear to vary with a mixture of low flow types and standard flow fixtures. Domestic hot water is generated by individual unit-specific, electric-resistance gas-fired height, tank-type units of 50-gallon capacity. Hot water lines are mostly concealed.

**Observations/Comments:** Representative observations of the supply piping and inquiries of the site contact did not reveal any significant deficiencies or active leakage. Water pressure was reported to be adequate. According to the site contact, there has been no history of chronic leaks or other adverse issues. No further action is required at this time with respect to the supply piping.

The property appears to be furnished with standard flow fixtures, while it is not necessary to remove these fixtures at this time, we do recommend a phased replacement with more efficient WaterSense® labeled fixtures as fixtures are replaced during the term.

The water heaters vary in age and condition and are replaced on an as needed basis by property management. CBRE recommends ongoing standard replacements for these components on an as needed basis throughout the term. See the reserve tables.

### 3.3.2. Sanitary Waste and Vent

Sanitary waste piping is generally concealed and could not therefore be observed directly. On systems of this type, waste flows by gravity through the house drain-waste and vent system into the municipal sewer system. Based on our limited observations and interviews with management, drain piping consists of Acrylonitrile butadiene styrene (ABS).

**Observations/Comments:** Sanitary drain, waste, and vent systems were reported to be in good operating condition with no visible leaks or reported problems. According to the site contact, there has been no history of chronic leaks or other adverse issues. No further action is required at this time with respect to the sanitary piping.

### 3.3.3. Heating/Cooling System and Controls

The HVAC system for each apartment unit is provided by way of a traditional split system with internal gas fired forced air furnace (FAU) and integral remote exterior pad mounted condenser. Refrigerant tubing connects the remote condenser to evaporator coils mounted on top of the FAU. The FAU's are contained within dedicated closets in the apartment units that also contain the water heaters. Combustion air is brought to the space via internal metal vents that provide air from the attics or rooftops. Conditioned air is circulated throughout the apartment units by way of enclosed metal ductwork. Energy star ratings could generally not be confirmed due to concealed conditions. Comfort levels are controlled by programmable wall mounted thermostats.

**Observations/Comments:** The HVAC systems are primarily maintained by an in-house staff. Periodic filter replacement and minor maintenance is by in house staff. Maintenance appears to be generally adequate. There were no significant deficiencies observed at the time of our walkthrough survey.

HVAC components at the property appear to vary in age and condition. Reserve allowances are provided for replacement of this component on an as needed basis throughout the term; see the Reserve Schedule.

### 3.3.4. Ventilation Systems

Fresh air is brought into the units by natural air infiltration via windows and doors. Point source exhaust fans serve the bathrooms. Such fans are operated by a wall-mounted switching device without timers.

**Observations/Comments:** No problems related to ventilation were observed or reported. No further action is required at this time.

### 3.3.5. Electrical Service

Electrical service enters each building below grade. Main service panels at each building amperage was concealed, however they were complete with 120/240 volt service. Each tenant has a disconnect breaker rated at 100 amps and is individually metered directly from the local utility with meters located on the exterior of each building; common areas are separately metered. The distribution wiring was reported and observed to be copper; this was visually confirmed in Unit 1081. Based on the age of construction, internal wiring is assumed to be of sheathed nonmetallic cable. GFCI protected devices were observed in wet locations.

**Observations/Comments:** No adverse conditions were noted or reported. The electrical service appears and was reported to be adequate; no further action is required.

### 3.3.6. Fire and Life Safety Systems

#### 3.3.6.1. Sprinklers and Standpipes

The Subject is without an automatic fire sprinkler system, a standpipe system, or fire hoses. Fire extinguishers were noted in the clubhouse and are wall hung.

**Observations/Comments:** Management reported that each unit was equipped with a fire extinguisher. No further action is required at this time.

#### 3.3.6.2. Detection Devices and Alarms

A central fire alarm panel manufactured by Honeywell is provided and monitors the common area pull stations and central system smoke detectors. Each apartment unit includes unit specific local smoke detector/alarm units. Carbon monoxide detectors were also observed in the units.

**Observations/Comments:** With respect to the individual smoke detectors, extinguishers, and CO detectors, no problems were noted or reported. Therefore, no further action is recommended.

### 3.3.7. Elevators

The Subject is without elevators.

### 3.4. Dwelling Unit Components and Observations

#### 3.4.1. Common Area Finishes

Common area finishes are limited to the leasing office/clubhouse building, and pool house buildings. Residential buildings do not have common areas with the exception of the laundry room occupying Unit 1342 which is finished with VCT flooring and painted drywall walls and ceilings.

**Observations/Comments:** The common area finishes in the laundry room are not expected to pose any significant costs during the term and can be maintained during the term as part of normal routine maintenance.

#### 3.4.2. Dwelling Unit Summary

The following table illustrates the reported unit type and mix:

Unit Mix		
Type	No. of Units	Square Feet
1-BR/1-BA	280	720
2-BR/2-BA	296	1,035
3-BR/2-BA	144	1,224
<b>Total</b>	<b>720</b>	<b>684,216</b>

Representative observations of the following units were conducted during our walk-through survey:

Unit Number	Type	Status/Comments
1029	1 Bedroom / 1 Bathroom	Vacant, Good Condition
1032	1 Bedroom / 2 Bathroom	Vacant, Good Condition
1013	1 bedroom / 1 Bathroom	Vacant, Poor Condition
1005	1 bedroom / 1 Bathroom	Vacant, Good Condition
1006	1 Bedroom / 1 Bathroom	Vacant, Good Condition
1007	1 Bedroom / 1 Bathroom	Vacant, Good Condition
1012	2 Bedroom / 2 Bathroom	Occupied, Good Condition
2012	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1010	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1072	1 Bedroom / 1 Bathroom	Vacant, Good Condition
1081	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1060	2 Bedroom / 2 Bathroom	Occupied, Good Condition

Unit Number	Type	Status/Comments
1063	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1106	1 Bedroom / 1 Bathroom	Vacant, Good Condition
2162	3 Bedroom / 2 Bathroom	Vacant, Good Condition
2175	3 Bedroom / 2 Bathroom	Vacant, Good Condition
1033	1 bedroom / 1 Bathroom	Model, Good Condition
1279	2 Bedroom / 2 Bathroom	Model, Good Condition
1316	1 bedroom / 1 Bathroom	Occupied, Good Condition
2315	1 bedroom / 1 Bathroom	Occupied, Good Condition
1310	2 Bedroom / 2 Bathroom	Occupied, Good Condition
2310	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1303	2 Bedroom / 2 Bathroom	Vacant, Good Condition
2304	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1300	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1368	3 Bedroom / 2 Bathroom	Occupied, Good Condition
2323	1 bedroom / 1 Bathroom	Vacant, Good Condition
1330	1 bedroom / 1 Bathroom	Vacant, Fair Condition
1334	1 bedroom / 1 Bathroom	Vacant, Good Condition
1333	1 bedroom / 1 Bathroom	Vacant, Good Condition
1336	1 bedroom / 1 Bathroom	Occupied, Good Condition
1342	1 bedroom / 1 Bathroom	Vacant, Good Condition
1350	1 bedroom / 1 Bathroom	Occupied, Good Condition
2353	1 bedroom / 1 Bathroom	Occupied, Good Condition
1365	3 Bedroom / 2 Bathroom	Occupied, Good Condition
2243	3 Bedroom / 2 Bathroom	Vacant, Good Condition
1240	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1223	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1222	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1363	3 Bedroom / 2 Bathroom	Vacant, Good Condition
2188	2 Bedroom / 2 Bathroom	Vacant, Good Condition
2156	3 Bedroom / 2 Bathroom	Vacant, Good Condition
2136	1 Bedroom / 1 Bathroom	Vacant, Good Condition
1143	3 Bedroom / 2 Bathroom	Vacant, Good Condition
2202	2 Bedroom / 2 Bathroom	Vacant, Good Condition



Unit Number	Type	Status/Comments
1209	3 Bedroom / 2 Bathroom	Vacant, Good Condition
2217	2 Bedroom / 2 Bathroom	Vacant, Good Condition
2276	2 Bedroom / 2 Bathroom	Vacant, Good Condition
2285	2 Bedroom / 2 Bathroom	Vacant, Good Condition
2239	2 Bedroom / 2 Bathroom	Vacant, Fair Condition
1222	2 Bedroom / 2 Bathroom	Vacant, Good Condition
1363	Storage	Storage, Fair Condition
1048	1 bedroom / 1 Bathroom	Occupied, Good Condition
1068	1 bedroom / 1 Bathroom	Occupied, Good Condition
1074	1 bedroom / 1 Bathroom	Occupied, Good Condition
1119	1 bedroom / 1 Bathroom	Occupied, Good Condition
1145	3 Bedroom / 2 Bathroom	Occupied, Good Condition
1144	3 Bedroom / 2 Bathroom	Occupied, Good Condition
1199	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1219	2 Bedroom / 2 Bathroom	Down (Fire), Poor Condition
2268	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1268	2 Bedroom / 2 Bathroom	Occupied, Good Condition
2264	3 Bedroom / 2 Bathroom	Vacant, Good Condition
1269	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1270	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1031	1 bedroom / 1 Bathroom	Occupied, Good Condition
2031	1 bedroom / 1 Bathroom	Occupied, Good Condition
1024	1 bedroom / 1 Bathroom	Occupied, Good Condition
1014	1 Bedroom / 1 Bathroom	Down (Fire), Poor Condition
2279	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1299	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1237	2 Bedroom / 2 Bathroom	Occupied, Good Condition
1345	Laundry	Laundry, Fair Condition

### 3.4.3. Down Units

Unit Number	Type	Status/Comments
1014	1 Bedroom / 1 Bathroom	Fire Damage
1219	2 Bedroom / 2 Bathroom	Fire Damage

**Observations/Comments:** No further action is required.

### 3.4.4. Apartment Unit Finishes

Item	Descriptions
Living/Bedroom Flooring	Carpeting or Vinyl Plank
Kitchen Flooring	Sheet Vinyl or Vinyl Plank
Bathroom Flooring	Sheet Vinyl or Vinyl Plank
Bathroom Walls	Painted Drywall
Tub Surrounds	Fiberglass Panels or Ceramic Tile
Partitions	Painted Drywall
Ceiling Finish	Textured Coating / Spray Tex
Wall Finish	Paint
Interior Doors	Painted Hollow Core

**Observations/Comments:** The unit finishes appeared in generally good to poor condition and are typical to properties of this type and vintage. Maintenance appears to be generally adequate and is addressed as part of unit turns, tenant request, or periodic inspections. Capital reserves are provided for typical replacement of the flooring over the term. Other finish components can be maintained as part of the normal maintenance operations during the term.

Of note Unit 1013 was vacant and in poor condition with damaged carpet and holes in the walls and doors. In addition, water intrusion at the front door at Unit 1029, 1032 and the adjacent unit. Repair of these items is being addressed as the unit is turned through in-house maintenance staff.

### 3.4.5. Kitchen

#### 3.4.5.1. Cabinets, Counters, and Sinks

Cabinets are generally of compressed wood frames with laminated wood veneers and doors. Counters are of a synthetic composite type material. Sinks are of clay vitreous materials or stainless steel.

**Observations/Comments:** The cabinets, counters and sinks were observed to be in generally good and operable condition and should only require periodic routine maintenance during the term of the loan. Minor repairs and replacements can be performed by onsite maintenance personnel on an as needed basis or as the units are turned.

#### 3.4.5.2. Appliances

Kitchen appliances consist of gas ranges, frost free refrigerators, dishwashers, and garbage disposal units. Three bedroom and some two bedroom apartments units (estimated to be approximately 200 units) are also provided with washers and dryers that are management provided. The units are side by side and located in apartment unit hallway closets.

**Observations/Comments:** In general, appliances were found to be in good to fair and operable condition. Appliances observed were of various ages. Energy Star ratings are generally unknown. CBRE recommends reserves for typical replacements based upon the effective useful life (EUL) of appliances over the evaluation period. Ongoing cyclical replacements are warranted; see the reserve schedule for cost projections.

#### 3.4.6. Bathroom Vanities, Washbasin, Shower/Tub, and Toilets

Typical bathroom fixtures consist of a free-standing wood constructed vanity with a plastic laminate top and a self-rimming sink; one-piece fiberglass tub/shower assembly; full wall mirror above vanity; clay vitreous toilet, and recessed mirrored medicine cabinet.

**Observations/Comments:** Fixtures and finishes were found to be in good condition overall and can be maintained as part of normal property operations. No further action is required at this time.

#### 3.4.7. Cable or Internet Availability

Cable television and internet is provided by 3<sup>rd</sup> party suppliers to all residents.

#### 4. MOISTURE AND MICROBIAL GROWTH AND PEST MANAGEMENT

##### 4.1. Moisture and Microbial Growth

Based on representative observations and our interviews with on-site management personnel CBRE was not informed, nor did we observe significant visual indications of the presence of mold or conditions that tend to promote the growth of mold. No current or past mold, or mold-related issues, were reported by property management. In addition, no complaints pertaining to mold were provided to CBRE by the residents of which we interviewed.

##### 4.2. Pest Management

During our site visit we interviewed on-site property management regarding wood-damaging insects along with other pests and vermin. In addition, a visual survey for wood damaging insects along with other pests and vermin was conducted. The survey was limited to visual observations in the areas walked and should not be considered a comprehensive survey of the property. No inspection or investigation behind walls or in any other generally inaccessible areas was performed. Based on our interview with on-site management and our on-site observations, no obvious evidence of termite, pest, or vermin activity or damage was observed or reported. Previous rodent issues were reported by tenants. Holes under sink need to be sealed. This is a routine maintenance repair.

According to property management, the Subject does not have any termite bond in effect. Routine pest control services are provided on an as needed basis.

## 5. SPECIAL HAZARDS, ZONING, BUILDING CODE VIOLATIONS AND REGULATORY COMPLIANCE

### 5.1. Special Hazards

#### 5.1.1. Peak Ground Acceleration (PGA)

In accordance with the most recent United States Geological Service data, the property's Peak Ground Acceleration with a 10% probability of being exceeded in 50 years is 0.13g or 13%. This is below Fannie Mae's threshold of 15.00% and therefore, no further action is required.

#### 5.1.2. Hazards/Geographic Conditions/Catastrophic Loss Potential

The property lies within a region that has a propensity towards the following events:

EVENT:	YES	NO	NA
Volcanic Activity		X	
Hurricane		X	
Tornado		X	
Sinkhole		X	
Landslide		X	
Wildfire		X	
Earthquake – see Section 5.1.1 above for commentary concerning earthquake potential and recommendations			
Flood – see Section 5.1.2.1 below for commentary concerning flood zones			

**Observations/Comments:** CBRE did not review plans as part of this assessment; the property is assumed to have been constructed in accordance with applicable codes and pertinent design criteria at the time of original development. Our observations are based upon readily available information from management, governments, and a visual walkthrough survey of the property. The building design and construction type appears to be of industry standard methods for a property of this type, vintage, and geographical location. CBRE was not made aware of any conditions that may affect the performance of the Property during a catastrophic event.

#### 5.1.2.1. Flood Hazard

CBRE researched the location of the property with respect to its Flood Plain status on Flood Insurance Rate Maps ("FIRM"). FIRM maps provide the information needed to determine whether a specific property is within a Special Floodway Hazard Area, which is the flood insurance zone that applies to the property. The research indicated that the property is located in Flood Hazard X. The Map No. for this flood determination is 32003C2177F and is dated November 16, 2011.

Zone X is the flood insurance rate zone that corresponds to: (i) areas outside the 1-percent annual chance floodplain, (ii) areas of 1-percent annual chance sheet flow flooding where average depths are less than one foot, (iii) areas of 1-percent annual chance stream flooding where the contributing drainage area is less than one square mile, or (iv) areas protected from the 1-percent annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in this zone according to FEMA.

### 5.2. Municipal Research

#### 5.2.1. Zoning

The Subject zoning designation is R-3 (Multifamily Residential). Pertinent information was not available or provided as of the date of this report. Should any response be received that significantly changes our opinion, it will be forwarded to SunTrust Bank.

#### 5.2.2. Code Violations

##### 5.2.2.1. Building Code Violations

Pertinent information was not available or provided as of the date of this report. Should any response be received in a pertinent timeframe, it will be forwarded to SunTrust Bank.

##### 5.2.2.2. Fire Code Violations

Pertinent information was not available or provided as of the date of this report. Should any response be received in a pertinent timeframe, it will be forwarded to SunTrust Bank.

### 5.3. Regulatory Compliance

#### 5.3.1. ADA Commentary

The ADA is a Federal law that became effective on January 26, 1992. Per Title III of the ADA, all areas of newly designed or newly constructed buildings or facilities and altered portions of existing buildings and facilities are required to be compliant with ADA requirements. Furthermore, all areas of "Public Accommodation" are required to remove physical barriers to entering and using existing facilities when "readily achievable", irrespective of age. Readily achievable is defined in Title III as "easily accomplishable and able to be carried out without much difficulty or expense. The term "readily achievable" is somewhat subjective. New case law is continually developing as to its interpretation, and remedies include varying levels of conformance and it is generally handled on a case by case basis. Ultimately, the owner of the facility is responsible to determine compliance levels.

Our walk-through survey for ADA general compliance included only a limited, visual review with respect to the Subject's compliance with Title III of the ADA and is intended to identify certain obvious items that do not appear to be in general conformance with the Title III requirements; without inferring that correction of the reported items will bring the property into total compliance with the ADA. While opinions of cost to correct or remove noted barriers may be provided herein, they do not constitute an opinion that elimination of the barriers is "readily achievable" and not an "undue burden" as defined by the ADA; the owner must determine this issue.

CBRE did not take any measurements or counts as part of this survey. The scope of our survey was limited to the determination of general compliance with physical attributes of the property, which affect exterior access to the building: accessible exterior route, accessible parking, entrances, etc. While some of CBRE's comments regard the reported or observed accessibility of common area interior spaces, such as toilet facilities, we did not specifically evaluate each and every area as part of our walk-through survey; only representative observations were conducted. CBRE did not conduct an extensive, detailed ADA compliance review, which most probably would identify other items at the facility that are not in compliance with ADA regulations. Additionally, CBRE's review did not assess local code requirements that, in some instances, may conflict with or supersede ADA requirements.

Items of non-conformance were noted without regard as to whether or not they are, by ADA definition, "readily achievable." Factors to be considered in determining whether or not an action is "readily achievable" include the nature and cost of the action, the number of persons employed at the Subject, and the financial resources available to ownership. The decision as to which actions are to be undertaken as "readily achievable" is to be determined by building ownership in consultation with its accountants, attorneys, and design/construction professionals.

The property was developed prior to the advent of the ADA and therefore accessibility was most likely not included in the design. However, the Subject's on-site leasing office is considered a Public Accommodation and per Title III, physical barriers should be removed if they are readily achievable and are not an undue burden.

CBRE encourages ownership to consider removing architectural barriers in consultation with their design professionals as resources become available; it is beyond the scope of this report to determine what is "readily achievable" or not an "undue burden".

### **5.3.2. Federal Fair Housing Act**

Multifamily property built for first occupancy after March 13, 1991 is required to comply with the Federal Fair Housing Amendments Act of 1988 (FFHAA) (Public Law 100-430). The FFHAA enacted prohibitions against discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. The FFHAA also requires reasonable modification of dwellings, reasonable accommodation in policies for the disabled, and that the design and first construction of certain new multi-family dwellings built for first occupancy after March 13, 1991 meet certain adaptability and accessibility requirements. These requirements cover multifamily buildings that offer four (4) or more dwelling units if constructed for first occupancy after March 13, 1991. The Department of Housing and Urban Development (HUD) has published Final Design Guidelines (see Federal Register, 24 CFR, Vol. 56, No. 44, March 6, 1991, page 9497).

The facility was first occupied prior to March 13, 1991 and is therefore not required to comply with the provisions of the FFHAA.

### **5.3.3. Energy Risk Score and Compliance**

Based on our inquiries with local, state or federal municipalities, the site is not required to be in conformance with a retro-commissioning, energy audit or other energy benchmarking compliance program.



## 6. AREAS OF ADDITIONAL ASSESSMENT

### 6.1. Summary and Evaluation of Historical Repairs and Replacements, Work in Progress, and Planned Capital Improvements

Historical repairs and replacements as well as planned capital improvements are included in Section 1.7 of this report. No work was reported or observed in process during our site visit.

## 7. REPORT REFERENCES, PROCEDURES AND LIMITATIONS

### 7.1. Report References, Procedures, and Limitations

This report was generated using Fannie Mae, Instructions for the Property Evaluator, Form 4099 – Version 2.2, dated July 2016. This PCA has been certified by CBRE to have been prepared in accordance with the required protocols and standards set by Fannie Mae.

The cost databases used in the preparation of the Cost Estimate Schedules for Immediate Repairs and the Replacement of Capital Items were based on a compilation of the CBRE internal cost database, RSMean, and Marshall & Swift published databases.

### 7.2. Assessment Methodology

This survey consists of interrelated components that assisted CBRE in formulating the opinions expressed herein. The scope and extent of CBRE's site visit and the Opinions of Probable Costs to remedy the significant physical deficiencies are both affected by the timeliness and completeness of information disclosed by ownership or Suntrust Bank and as a result of our research and interviews.

Based upon observations during our site visit and information received from our interviews with building management, which for purposes of this report was deemed to be reliable, CBRE prepared order-of-magnitude estimates to cure or repair noted deficiencies or to budget for future expenditures. Such costs were considered commensurate with the Subject's position in the market and prudent expenditures. These estimates are for components or systems exhibiting major patent defects, significant deferred maintenance, or other existing deficiencies requiring major repairs or replacement. In some cases, a continuation of an ongoing chronic repair or maintenance program may be deemed an appropriate remedy for certain inherent defects; the cost of a complete cure may not be commensurate with either the asset or the deficiency. Repairs or improvements that could be classified as (i) cosmetic, (ii) decorative, (iii) part or parcel of a building renovation program or to reposition the asset for the marketplace and, (iv) routine or normal building maintenance, or (v) the responsibility of tenants were not included. These costs have been provided as defined on the Fannie Mae Instructions for the PCA Property Evaluator, and supporting documentation, specifically: Appendix D - Property Condition Standards and Ratings and Instructions for Property Useful Life Table; Appendix E – Property Useful Life table and Cost Estimate Schedules, Appendix F – Estimated Useful Life Tables, and Appendix G – Known Problematic Materials.

#### 7.2.1. Site Visit

The site visit consisted of a visual walk-through survey of the Subject's easily accessible and readily observable areas to note significant deferred maintenance and the general condition of major components and systems. HVAC, mechanical, plumbing, and electrical equipment not in operation at the time of the site visit was not turned-on nor operated by CBRE, nor was any exploratory probing, dismantling, or removing any component, device, or piece of equipment, whether bolted, screwed, held in-place (mechanically or by gravity), secured, or fastened by any other means, conducted. This was a non-intrusive visual survey that does not include or encompass the opening, lifting, or removal of equipment panels, ceiling tiles, and other barriers or closures for observation of systems or

components. HVAC, mechanical, and electrical equipment not normally operated by units was neither operated nor tested by CBRE.

Prior to our site visit, CBRE contacted the owner or the owner's agent to request that (1) representative units be made available during our site visit so that CBRE's Field Observer would be able to conduct representative observations and (2) to provide a Point of Contact (POC) for interview purposes who was knowledgeable about the Subject's physical condition, latent defects, and/or historical repairs, if any.

### **7.2.2. Research and Interviews**

Available on-site property management and maintenance personnel were interviewed by CBRE to inquire about historical repairs/improvements, pending repairs/ improvements, and latent and or chronic physical deficiencies. More specifically, we met with Alisa Fuller, Community Manager, and discussed the Subject's maintenance history, existence of any patent or latent defects, and proposed improvements, if any.

To the extent that Suntrust Bank, the Subject's ownership or building management personnel have provided information regarding the Subject's operation, conditions, quantities, and capacities, and that such information appears reasonable, CBRE has taken the position that such information is correct and complete. This information, taken in context with CBRE's observations, assisted CBRE in forming its opinions of the Subject's general physical condition and, in some cases, disclosed physical deficiencies that would not otherwise be readily observable.

### **7.2.3. Documentation Review**

Upon being awarded this assignment, CBRE issued a written request to the owner or his agent to provide CBRE with certain information and/or documentation to review on behalf of SunTrust, which was specifically intended to identify or assist in the identification of: patent and latent physical deficiencies as well as any preceding or ongoing efforts to remedy same; the costs to investigate or remediate the physical deficiencies; or a combination thereof.

The Documentation & Information Checklist and a Pre-survey Questionnaire & Disclosure Statement (collectively, the "Checklists") were forwarded to the property manager or ownership to be completed and returned to CBRE prior to our site visit. The Checklists requested such information as: CO; safety inspection records; roof warranty information; age of pertinent building systems (roofing, paving, plumbing, heating, air conditioning, electrical, etc.); historical costs for repairs, improvements, recurring replacements, etc.; pending proposals for or executed contracts for repairs, improvements, forensic studies, or planned or future work; outstanding citations for building, fire, and zoning violations; any ADA survey and status of any improvements to implement same; and any previously prepared PCAs or building technical forensic studies. Refer to the Exhibits for copies of these documents.

CBRE shall have no obligation to retrieve or review any information that was not provided to CBRE in a reasonable time to formulate an opinion and to complete this PCA. If such information appeared reasonable, it was relied upon by CBRE in forming its opinions.

CBRE's Checklists were not returned by the property manager or ownership. The Checklists inquired of latent defects, the discovery of which is beyond the scope of this survey, and historical repairs and improvements. Obtaining this information prior to our site visit is part and parcel of this PCA's due diligence process. It was to assist our research in discovering chronic problems, the extent of repairs and their costs, pending repairs and improvements, and existing physical deficiencies.

In addition, drawings of the Subject were not provided to CBRE in order to become familiar with the asset prior to our site survey.

#### 7.2.4. Terminology

Many of the terms used in this report to describe the condition of the Subject's readily observable components and systems are listed and defined below. It should be noted that a term applied overall to a system does not preclude that a part, section, or component of the system may differ significantly in condition.

- |               |   |
|---------------|---|
| <b>Good -</b> | Component or system is sound and performing its function. Although it may show signs of normal wear and tear commensurate with its age, some minor remedial work may be required.   |
| <b>Fair -</b> | Component or system is performing adequately at this time but exhibits deferred maintenance, evidence of previous repairs, workmanship not in compliance with commonly accepted standards, is obsolete, or is approaching the end of its typical EUL. Repair or replacement is required to prevent its further deterioration, restore it to good condition, prevent its premature failure, or to prolong its EUL. Component or system exhibits an inherent deficiency, the cost of which to remedy is not commensurate with the deficiency but that is best addressed by a program of increased preventive maintenance or periodic repairs. |
| <b>Poor -</b> | Component or system has either failed or cannot be relied upon to continue performing its original function as a result of: having realized or exceeded its typical EUL, excessive deferred maintenance, a state of disrepair, an inherent design deficiency, or workmanship. Present condition could contribute to or cause the deterioration of contiguous elements or systems. Repair or replacement is required.  |

**Physical  
Deficiencies -**

Defined by the ASTM as “. . . conspicuous defects or significant deferred maintenance of a subject property’s material systems, components, or equipment as observed during the field observer’s walk-through survey. Included within this definition are material life-safety/building code violations and material systems, components, or equipment that are approaching, have reached, or have exceeded their typical EUL or whose RUL should not be relied upon in view of actual or EFF AGE, abuse, excessive wear and tear, exposure to the elements, lack of proper or routine maintenance, etc. This definition specifically excludes deficiencies that: may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes de minimis conditions that generally do not constitute a material physical deficiency of the subject property.”

**No Further  
Action Required -**

Component or system exhibits normal wear and tear considering its age, purpose and extent of use, and exposure to the elements. Prudent ownership would not immediately expend additional, significant monies in relation to the Subject’s appraised value to remedy the observed physical deficiencies.

### 7.3. Limiting Conditions

- 7.3.1. CBRE has prepared this PCA under an agreement (the "Agreement") between CBRE and SunTrust. All terms and conditions of that Agreement are included within this document by reference. Any reliance upon this PCA, or upon CBRE's performance of services in conducting the property condition survey and preparing this PCA, is conditioned upon the relying party's acceptance and acknowledgement of the limitations, qualifications, terms, conditions and indemnities set forth in the Agreement, and property ownership/management disclosure limitations, if any. However, this PCA is not to be relied upon or to benefit any party other than SunTrust and Fannie Mae, nor used for any purpose other than that specifically stated in our Agreement or within this PCA's Purpose and Scope section without CBRE's advance and express written consent. In any event, this PCA should only be used in its entirety, which is inclusive of the requirements and limitations set forth in the Agreement.
- 7.3.2. No PCA can wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of a subject property's components or building systems. Preparation of a PCA in accordance with the Fannie Mae's guidelines is intended to reduce, but not eliminate the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. Conducting a PCA in accordance with the Fannie Mae's guidelines also recognizes the inherent subjective nature of a field observer's opinions as to such issues as workmanship, quality of original installation, and estimating the RUL of any given component or system.
- 7.3.3. No single Field Observer can reasonably be expected to possess the technical knowledge to opine on the condition of all building systems and components and to develop Opinions of Probable Costs for repairs and/or replacements.
- 7.3.4. The scope of this survey was limited to a walk-through visual scan of only those areas that were readily observable and easily accessible at the time of our survey. Observations were limited to "representative" property improvements including exterior surfaces and open spaces, accessible areas of the roof, representative rooms, mechanical and common areas. Areas behind walls, inside plenums, crawl spaces or in any other area generally inaccessible or deemed unsafe by the field observer were not surveyed. Reliance was placed on the accuracy and disclosure of physical deficiencies during the course of conducting our representative observations. In no way should it be construed or inferred that every aspect, system, or component of the Subject was observed or reviewed.
- 7.3.5. This Property Condition Assessment is based upon the Field Observer(s)' judgment of the physical condition of the components, their ages, and their EUL. The actual performance of individual components may vary from a reasonable expected standard and will be affected by circumstances that occur after the date of our site visit.
- 7.3.6. Invasive tests, exploratory or destructive probing, exhaustive studies, removal or disassembly of any system or construction, or dismantling or operating of electrical, mechanical, or conveyance equipment was not performed. This survey did not include an in-depth system/component problem analysis or study, or the preparation of engineering calculations of the structural, mechanical, or electrical systems to determine compliance with either any design drawings that may have been submitted or with commonly accepted design and/or

construction practices. No calculations were prepared, and no counts or field measurements were taken to verify quantities, areas, heights, or the number of any units (parking spaces, number of tenants, rooms, apartments, stories, etc.). Not all typical areas such as Multi-family, corridors, façades, tenant storage areas, etc. were surveyed; only a representative observation of such areas was conducted. No attempt was made to operate any of the Subject's mechanical or electrical equipment. Our opinions were formed by interviewing available personnel and reviewing any maintenance records presented to us. In order to be as fully apprised as possible of the operating condition of the major mechanical/electrical equipment, a mechanical contractor should be retained to start-up the equipment, witness its operation over a period of time, and conduct a thorough inspection with its specialized knowledge of equipment repairs and replacement.

- 7.3.7. Excluded from the scope of this survey were a Phase I Environmental Assessment to determine the presence of hazardous wastes or toxic materials or issues, a survey specifically regarding the presence or cause of mold or fungus, a survey for asbestos, or an opinion of indoor air quality.
- 7.3.8. Drawings and/or specifications, to the extent that they may have been provided to CBRE, whether sent to our offices or provided on-site, were reviewed by CBRE only to become familiar with the general scope of the Subject. It should not be construed that CBRE conducted this PCA survey to determine the compliance of the as-built conditions with the drawings and/or specifications. Such a contract document compliance survey is outside the scope of CBRE's services.
- 7.3.9. Excluded from the scope of this survey was an in-depth survey to determine compliance with the ADA and FFHAA; opinions regarding the ADA and FFHAA are based only upon anecdotal observations of a limited scope.
- 7.3.10. Excluded from the scope of this survey is any responsibility for the opinions rendered on the condition of EIFS.
- 7.3.11. No responsibility is assumed for matters of a legal nature such as building encroachments, easements, zoning issues, or compliance with the requirements of governmental agencies having jurisdiction.
- 7.3.12. This report does not constitute a pest (termites, insects, etc.) control inspection. However, if termite damage problems were observed in the course of conducting the walk-through survey or reported by ownership, it has been noted herein.
- 7.3.13. This survey did not include an evaluation of tenant-installed or maintained improvements, equipment, fixtures, or finishes.
- 7.3.14. CBRE assumes no responsibility for the accuracy or completeness of information provided by building management, tenants, service firms interviewed, or governmental agencies. CBRE is not responsible for any patent or latent defects that an owner or his agents may have withheld from CBRE whether by non-disclosure, passive concealment, or by fraud.

**7.3.15.** CBRE's observations, opinions and this report are not intended, nor should they be construed, as a guarantee or warranty, express or implied, regarding the Subject's condition, safety, performance, building or environmental code compliance. CBRE's opinions are based solely upon those representative areas that we observed on the day of our walk-through site visit and information resulting from our interviews and research. Given the limited scope of this assignment and the time expended, it is possible that some physical deficiencies may have been inadvertently overlooked.



## Acronyms and Definitions

This PCA uses various acronyms and abbreviations to describe site, building, or system components. Not all acronyms or abbreviations are applicable to every PCA. Refer to the definitions below.

Acronym	Definition
ABA	Architectural Barriers Act
ABS	Acrylonitrile Butadiene Styrene
ACM	Asbestos Containing Material
ADA	Americans with Disabilities Act
ADAAG	ADA Accessibility Guidelines
AHU	Air Handling Unit
Amp	Ampere
ASTM	American Society for Testing and Materials
ACT	Acoustical Ceiling Tile
AVG	Average
BMS	Building Management System
BOMA	Building Owners and Managers Association
BTU	British Thermal Unit
BTUH	British Thermal Units per Hour
BUR	Built-up Roofing
CAV	Constant Air Volume
CBS	Concrete Block and Stucco
CD	Crew Day(s)
CMU	Concrete Masonry Unit
CO	Certificate of Occupancy
CO	Change Order
CO/ALR	Copper to Aluminum, Revised
CPVC	Chlorinated Polyvinyl Chloride
DWH	Domestic Water Heater
DWV	Drainage, Waste and Vent
DX	Direct Expansion
EA	Each
EFF	Effective
EIFS	Exterior Insulation and Finish System
EMF	Electromagnetic Field
EMS	Energy Management System
EPDM	Ethylene Propylene Diene Monomer
EUL	Expected Useful Life
FCU	Fan Coil Unit
FEMA	Federal Emergency Management Agency
FFHAA	Federal Fair Housing Amendment Act
FHA	Forced Hot Air
FHW	Forced Hot Water
FIRM	Flood Insurance Rate Map
FM	Factory Mutual
FOIA	Freedom of Information Act
FOIL	Freedom of Information Letter
FRP	Fiber Reinforced Panel
FRT	Fire Retardant Treated
GFCI	Ground Fault Circuit Interrupter (sometimes GFI)
GFRC	Glass Fiber Reinforced Concrete
GLA	Gross Leasable Area
GPM	Gallons Per Minute
GWB	Gypsum Wall Board
HID	High Intensity Discharge

Acronym	Definition
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilating and Air Conditioning
IAQ	Indoor Air Quality
IBC	International Building Code
ICC	International Code Council
LED	Light Emitting Diode
LEED	Leadership in Energy and Environmental Design
LF	Linear Feet
LS	Lump Sum
MAP	HUD Multifamily Accelerated Processing
MAU	Makeup Air Unit
MBH	Thousands of British Thermal Units
MD	Man Day(s)
MDP	Main Distribution Panel
MEP	Mechanical, Electrical and Plumbing
MRL	Machine Room-Less (Elevator)
NFPA	National Fire Protection Association
NLA	Net Leasable Area
OSB	Oriented Strand Board
OS&Y	Outside Screw and Yoke
OWJ	Open Web Joist
PCA	Property Condition Assessment
PCR	Property Condition Report
PML	Probable Maximum Loss
PCA	Property Condition Assessment
PSI	Pounds per Square Inch
PTAC	Packaged Terminal Air Conditioner
PVC	Polyvinyl Chloride
RPZ	Reduced Pressure Zone
RTU	Rooftop Unit
RUL	Remaining Useful Life
SEL	Scenario Expected Loss
SF	Square Feet
SFG	Square Foot Gross
SFR	Square Foot Rentable
SOG	Slab-on-Grade
STC	Sound Transmission Classification
SUL	Scenario Upper Loss
SY	Square Yard
TPO	Thermoplastic Polyolefin
UBC	Uniform Building Code
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters Laboratories
V	Volt
VAV	Variable Air Volume
VCT	Vinyl Composition Tile
VWC	Vinyl Wall Covering
W	Watt



1. Monument signage.



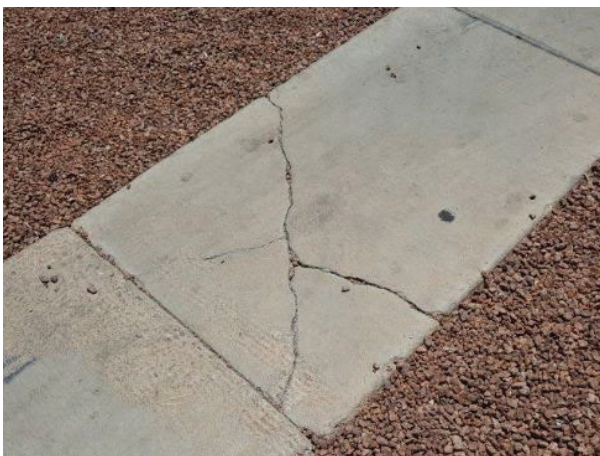
2. Severely damaged asphalt pavement



3. Asphalt pavement, steel framed carports and CMU refuse enclosure with steel metal gates



4. Damaged carport system



5. Cracks in concrete sidewalk pavement  
(Repaired 10-17-2017)



6. Uneven concrete sidewalk pavement (Repaired  
10-17-2017)





7. Damaged CMU perimeter wall



8. One of four pools



9. Tennis and basketball courts



10. Leasing office



11. Stucco clad frontal façade with a Spanish tile gable and hip roof



12. Stucco clad façade with a Spanish tile gable and hip roof and a metal tube fencing system.





13. Dry rot on the wood handrail system



14. Broken concrete treads (repaired 10-9-2017)



15. Punctured stucco covered stair system



16. Broken window



17. Seating area in the Leasing Office



18. Kitchenette in the Leasing Office





19. Toilet room in the leasing office



20. Fitness center with carpet flooring.



21. Kitchen and dining area in fire damaged unit



22. Open Web Joists in a fire damaged unit



23. Damaged drywall in the pool toilet room



24. Living room in the model



25. Kitchen in the model finished with vinyl plank flooring



26. Living room with vinyl plank flooring in the model



27. Dining area in the model unit



28. Bedroom in the model



29. Typical Kitchen of a unit



30. Typical bathroom of a unit





31. Laundry room with damaged flooring



32. Hot water heater and furnace located in a utility closet accessed from the patio and balcony



33. Pad mounted air conditioning condensers and main electrical switch gear and meters.



34. Open outlet verifying copper wiring



35. Circuit breaker located in each apartment unit



36. Smoke detector located in each apartment unit





55 West Red Oak Lane  
White Plains, New York 10604  
914.694.9600 Tel  
914.694.1335 Fax

## Agency Pre-Survey Questionnaire

Please provide written responses to this questionnaire. For those questions, which are not applicable or if you do not know the answer, please respond with an "N/A" or "U/K", respectively. If you have any questions, please call CBRE or ask the CBRE Project Manager at the time of their site visit. If additional pages for response are necessary, please attach hereto and reference same to the appropriate question number. Upon completion please email back to the sender or return by fax to the above number. **This document along with your written responses will be included as exhibits within our reports.**

### GENERAL INFORMATION AND PROPERTY CONDITION SECTION

#### GENERAL INFORMATION AND SALIENT DATA

Name of Property:

Address:

City:

State:

Zip:

Acreage:

# of Parcels:

Parcel Configuration: Contiguous ☐ Non-contiguous ☐ Regular Shape ☐ Irregular Shape ☐

Age of Property:

Date of Construction:

Age of Roofs:

Age of Phases (if applicable):

Year Renovated (if applicable):

Number of Apartment Units:

Number of Apartment Buildings:

Rentable Square Footage:

Number of stories:

Number of Ancillary Buildings/Clubhouse/Leasing/Maintenance:

Ownership Entity:

Property Management Co:

Contact Name:

Phone #:

Email Address:

Management Tenure: (Time in months or years)

What is the mix of apartment units? (attach unit mix matrix if available)

	Efficiency	1-BR	2-BR	2BR/2BTH	3BR/2BTH	Other	Other	Other
Number								
Size (SF)								

What is the current occupancy rate?

Have there been any major capital improvement projects within the last 10 years?

Yes ☐

No ☐

Attached ☐



Description:			
Are there currently any planned renovation or capital improvement projects?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Description:			

UTILITIES AND SUPPLIERS			
Electricity:		Water:	
Natural Gas:		Storm Drainage:	
Sanitary Sewer:		Internet/Cable TV:	
Telephone:		Waste Removal:	

ONSITE SEWERAGE TREATMENT OR POTABLE WATER WELLS			
Is the Subject served by an onsite septic system?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
If so, is the septic system currently in use?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Please describe any problems or deficiencies:			

SITE FEATURES AND AMENITIES						
	At Grade	Garage	Carport	Off Site	Total-all spaces	
Standard						
Handicap						
Totals						
Please describe the property <u>amenities</u> (if any):						
Pool <input type="checkbox"/>	Spa <input type="checkbox"/>	Playground <input type="checkbox"/>	Exercise Rm <input type="checkbox"/>	Central Laundry <input type="checkbox"/>		
Sports Court <input type="checkbox"/>	Clubroom <input type="checkbox"/>	Dog Park <input type="checkbox"/>		Water Feature <input type="checkbox"/>		
Other:						
Are there any <u>known significant deficiencies</u> related to the roads, parking, storm drainage, landscaping, pad sites, utilities, clubhouse/leasing office, underground piping, or any other components?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please describe:						
<u>Pavement:</u> Please describe last capital improvement, e.g. overlay, repair/replace, sealcoat.						
Description:						



<b>Stormwater:</b> Please comment on the following:			
Has any portion of the Property incurred flooding?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If yes, please describe (provide dates, if possible):			
Please indicate flood zone if known:			
Is there an underground stormwater system?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Is the system discharged to a municipal provider?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Are there any onsite retention/detention basins?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Please describe any problems or deficiencies:			
Are there any <u>sidewalk</u> trip hazards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
If yes, please describe (provide locations):			
<b>BUILDING SYSTEMS AND COMPONENTS QUESTIONNAIRE</b>			
<b>Structural:</b> Are there any <u>significant</u> deficiencies related to:			
Foundation <input type="checkbox"/>	Structure <input type="checkbox"/>	Stair towers/Upper level walkways <input type="checkbox"/>	Balconies <input type="checkbox"/>
If yes, please describe here:			
<b>Building Envelope:</b> Are there any <u>significant</u> deficiencies related to:			
Façade/Siding <input type="checkbox"/>	Roofs <input type="checkbox"/>	Fascia/Soffits <input type="checkbox"/>	
If yes, please describe here:			
<b>Roofs:</b> Are there any <u>significant</u> deficiencies related to:			
Leaks/Interior Damage <input type="checkbox"/>	Age/Failure <input type="checkbox"/>	Roof Structure Failure <input type="checkbox"/>	
If yes, please describe here:			
What is the age of the roofs?:			
Are the roofs under warranty? (if yes, please attach)			
<b>HVAC, Electrical, Plumbing, other:</b> Are there any <u>significant</u> deficiencies related to:			
Electrical <input type="checkbox"/>	Plumbing <input type="checkbox"/>	HVAC <input type="checkbox"/>	Underground piping <input type="checkbox"/>
Domestic Hot Water <input type="checkbox"/>	Sprinkler System <input type="checkbox"/>	Elevator <input type="checkbox"/>	
Life Safety Systems <input type="checkbox"/>	Natural Gas <input type="checkbox"/>	Fire Alarm <input type="checkbox"/>	
If yes, please describe here:			



Building Conditions/Red Flag Issues:		
Does the Subject Property have any of the following conditions?		
Aluminum branch circuit wiring?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Galvanized water supply piping?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Polybutylene water supply piping?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fire retardant treated plywood roof sheathing? (F RTP)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Problematic (Chinese) drywall?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Omega or Star sprinkler heads?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Exterior Insulation and Finishing (EIFS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Unit electrical capacity less than 60 amps	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrical Overload Protection - Fused Subpanels	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Federal Pacific Electric Stab-Lok panels	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Recalled Cadet Brand Electric in-Wall Heaters	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Recalled General Electric / Hotpoint dishwashers	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Microbial Growth	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Wood Destroying Organisms	Yes <input type="checkbox"/>	No <input type="checkbox"/>

REGULATORY / MUNICIPAL			
Are there any outstanding fire department, building department, or zoning violations at the property?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, describe here or attach:			
What was the date of the last fire department inspection?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, describe here or attach:			
Have any ADA/FFHAA related complaints or actions been made against the Subject?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, describe here:			
Have any ADA/FFHAA related improvements been made to the Subject?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, please explain:			



ENVIRONMENTAL SECTION			
SITE HISTORY, SITE OPERATIONS, SURROUNDING PROPERTIES			
SITE OPERATIONS			
Were there any buildings or other improvements on the property prior to the existing improvements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, please describe:			
Has the property ever been subject to any environmental enforcement action by the federal, state or local government?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, please describe:			
Do you have any knowledge of pending or contemplated environmental actions against the Subject or neighborhood properties	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, please describe:			
Has there been any citizen or tenant complaints regarding environmental or health matters in connection with the Subject?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
If yes, please describe:			
SITE HISTORY			
To the best of your knowledge, do any of the following operations take place on the Subject or have ever taken place on the Subject?			
Dry Cleaning:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Petroleum Storage/Sales:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Photo or X-Ray Finishing:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Electronic Equipment:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Assembly or Manufacturing:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Paint or Solvent Storage:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Chemical Manufacturing:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Automobile Storage, Repair, or Disposal:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Agriculture:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	



SURROUNDING PROPERTIES					
Has any adjoining properties been used for industrial purposes, or as a gasoline station, auto repair shop, junkyard, dry cleaner or landfill?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Are you aware of any contamination conditions on adjoining or nearby properties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Are you aware of any active or former waste treatment or disposal pits, ponds or lagoons on adjacent or nearby sites?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
ASBESTOS CONTAINING MATERIALS (ACM)					
Do you have knowledge of any materials or substances on the site that are known or suspected to contain asbestos?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Has an inspection for asbestos ever been performed on the Subject?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Has asbestos been removed from the Subject?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Description:					
PCB's					
Are there any onsite electrical transformers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Who owns the transformers and where are they located?					
Did any on-site transformers formerly contain PCBs, but later had the dielectric fluid replaced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Description:					
STORAGE TANKS					
Are there any (active or inactive) Underground Storage Tanks ("UST") or Aboveground Storage Tanks ("AST") on the site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Have any of the tanks been tightness tested?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
Do you have any knowledge of tanks that were either removed or closed in-place at the site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>		
If so, please fill out the following schedule:					
Location of Former Tank	Size of Tank (Gallons)	AST or UST	Tank Contents	Tank Removal Company	Year Tank Was Removed



Location of Former Tank	Size of Tank (Gallons)	AST or UST	Tank Contents	Tank Removal Company	Year Tank Was Removed

#### LEAD

Are you aware of any lead-based paint ("LBP") applications on the site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Has LBP testing been conducted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Do you have any knowledge of tanks that were either removed or closed in-place at the site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Have any LBP abatements been conducted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Has the water been tested for lead?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>

#### HAZARDOUS MATERIALS

Are hazardous materials or chemicals stored or used on-site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Are there any hazardous or medical waste or fluids generated or used that employ an outside service for their periodic supply and removal?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>

#### INDOOR AIR QUALITY

Have strong mold odors and/or mold staining been observed on-site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Have there been any employee or tenant reports of symptoms consistent with mold contamination or other indoor air quality concerns?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Are you aware of elevated radon gas concentrations on-site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>

#### PREVIOUS REPORTS

Do you have any knowledge of previously prepared Environmental Site Assessment Reports, asbestos surveys, lead-based paint studies or testing (soil, groundwater, tank tightness testing, lead-based paint testing, asbestos testing, indoor air quality, mold (bacteria and fungi testing), etc.) conducted on the site? If so, please either provide copies of the reports or list the title, date, preparer and recipient of such report(s) below	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
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#### DOCUMENT CHECKLIST

##### Please provide the following: (if available)

ALTA Survey:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Certificate of Occupancy:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Rent Roll:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Pest Control Records/Contracts:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Previous Reports-ESA/PCA	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>



Drawings/Blueprints/As built Plans	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Roof warranty	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Certificate of Occupancy	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Copy of most recent Fire Marshall/Fire Inspection Report	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Copy of any Building, Zoning, or Municipal Inspection Reports	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Offering Memorandum	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Appraisal	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>
Renovation Budget / Capital Improvements Budget	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached <input type="checkbox"/>

**SIGNATURE OF OWNER OR AUTHORIZED OWNER REPRESENTATIVE**

By:

---

Name:

---

Title:

---

Date:

---



# Building Survey Out of Scope Items

## ASTM E 2018-08

The following excerpts from the ASTM's "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Practice" identifies those building survey practices that are identified as "out of scope issues" with respect to this assignment's walk-through survey and the resulting Property Condition Report.

Paragraph #	Section 8
<b>8.4.1.8</b>	Utilities: Operating conditions of any systems or accessing manholes or utility pits.
<b>8.4.2.2</b>	Structural Frame and Building Envelope: Entering of crawl or confined space areas (however, field observer should observe conditions to the extent easily visible from the point of access to the crawl or confined space areas), determination of previous substructure flooding or water penetration unless easily visible or if such information is provided.
<b>8.4.3.2.</b>	Roofs: Walking on pitched roofs, or any roof areas that appear to be unsafe, or roofs with no built-in access, or determining any roofing design criteria.
<b>8.4.4.2</b>	Plumbing: Determining adequate pressure and flow rate, fixture-unit values and counts, or verifying pipe sizes and verifying the point of discharge for underground systems.
<b>8.4.5.2</b>	Heating: Observation of flue connections, interiors of chimneys, flues or boiler stacks, or tenant-owned or maintained equipment.
<b>8.4.6.2</b>	Air-conditioning and Ventilation: Evaluation of process related equipment or condition of tenant owned/maintained equipment.
<b>8.4.7.2</b>	Electrical: Removing of electrical panel covers, except of removed by building staff, EMF issues, electrical testing, or operating of any electrical devices. Process related equipment or tenant-owned equipment
<b>8.4.8.2</b>	Vertical Transportation: Examining of cables, sheaves, controllers, motors, inspection tags, or entering elevator/escalator pits or shafts.
<b>8.4.9.1</b>	Life Safety/Fire Protection: Determining NFPA hazard classifications, classifying, or testing fire rating of assemblies.
<b>8.4.10.2</b>	Interior Elements: Operating appliances or fixtures, determining or reporting STC (Sound Transmission Class) ratings, and flammability issues/regulations.

Paragraph #	Section 11
<b>11.1</b>	Activity Exclusions: The activities listed below are generally excluded from or otherwise represent limitations to the scope of a PCA prepared in accordance with this guide. These should not be construed as all-inclusive or implying that any exclusion not specifically identified is a PCA requirement under this guide.
<b>11.1.1</b>	Removing or relocating materials, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property which obstructs access or visibility.
<b>11.1.2</b>	Preparing engineering calculations (civil, structural, mechanical, electrical, etc.) to determine any system's, component's, or equipment's adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiency.
<b>11.1.3</b>	Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user such as: size and dimensions of the subject property or subject building, and legal encumbrances such as easements, dwelling unit count and mix, building property line setbacks or elevations, number and size of parking spaces, etc.
<b>11.1.4</b>	Reporting on the presence or absence of pests such as wood damaged organisms, rodents, or insects unless evidence of such presence is readily apparent during the course of the field observer's walk-through survey or such information is provided to the consultant by the owner, user, property manager, etc. The consultant is not required to provide a suggested remedy for treatment or remediation, determine the extent of infestation, nor provide opinions of probable costs for treatment or remediation of any deterioration that may have resulted.
<b>11.1.5</b>	Reporting on the condition of subterranean conditions such as underground utilities, separate sewage disposal systems, wells; systems that are either considered process-related or peculiar to a specific tenancy or use; waste water treatment plants; or items or systems that

	are not permanently installed.
<b>11.1.6</b>	Entering or accessing any area of the premises deemed to pose a threat of dangerous or adverse conditions with respect to the field observer or to perform any procedure, which may damage or impair the physical integrity of the property, any system, or component.
<b>11.1.7</b>	Providing an opinion on the condition of any system or component, which is shutdown, or whose operation by the field observer may significantly increase the registered electrical demand load. However, consultant is to provide an opinion of its physical condition to the extent reasonably possible considering its age, obvious condition, manufacturer, etc.
<b>11.1.8</b>	Evaluating acoustical or insulating characteristics of systems or components.
<b>11.1.9</b>	Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.
<b>11.1.10</b>	Operating or witnessing the operation of lighting or other systems typically controlled by time clocks or that are normally operated by the building's operation staff or service companies.
<b>11.1.11</b>	Providing an environmental assessment or opinion on the presence of any environmental issues such as asbestos, hazardous waste, toxic materials, the location and presence of designated wetlands, IAQ, etc.
<b>11.2</b>	Warranty, Guarantee and Code Compliance Exclusions – By conducting a PCA and preparing a PCR, the consultant is merely providing an opinion and does not warrant or guarantee the present or future condition of the subject property, nor may the PCA be construed as either a warranty or guarantee of any of the following:
<b>11.2.1</b>	Any system's or component's physical condition or use, nor is a PCA to be construed as substituting for any system's or equipment's warranty transfer inspection;
<b>11.2.2</b>	Compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, building codes, safety codes, environmental regulations, health codes or zoning ordinances or compliance with trade/design standards or the standards developed by the insurance industry. However, should there be any conspicuous material present violations observed or reported based upon actual knowledge of the field observer or the PCR reviewer, they should be identified in the PCR;
<b>11.2.3</b>	Compliance of any material, equipment, or system with any certification or actuation rate program, vendor's or manufacturer's warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval such as FM, Colorado Board of Fire Underwriters, etc.
<b>11.3</b>	Additional/General Considerations.
<b>11.3.1</b>	Further Inquiry – There may be physical condition issues or certain physical improvements at the subject property that the parties may wish to assess in connection with a commercial real estate transaction that are outside the scope of this guide. Such issues are referred to as non-scope considerations and if included in the PCR, should be identified under Section 10.9.
<b>11.3.2</b>	Non-Scope Considerations – Whether or not a user elects to inquire into non-scope considerations in connection with this guide is a decision to be made by the user. No assessment of such non-scope considerations is required for a PCA to be conducted in compliance with this guide.

**Building Department  
Freedom of Information Act Request**



White Plains, New York 10604  
(951) 358-9228 (tel) 914.467.6869 (fax)  
[Daphne.Douglas@CBRE.com](mailto:Daphne.Douglas@CBRE.com) (email)

<b>Date:</b>	August 2, 2017	<b>To:</b>	Building Dept Official
<b>Subject:</b>	Liberty Village Apartments 720 Units 2-stories 4870 East Nellis Oasis Lane Las Vegas, Nevada 89115		Clark County Building Department 4701 W. Russell Road Las Vegas (702) 455-3000 (tel) <a href="mailto:dsrecords@ClarkCountyNV.gov">dsrecords@ClarkCountyNV.gov</a>
<b>Project Mgr:</b>	Daphne Douglas	<b>Proj. No.:</b>	PC70736713-102

CBRE has been commissioned to conduct a Property Condition Assessment on the above referenced Subject. Please respond to the following documentation/information requests. Should you have any questions or should there be any fees associated with providing the requested information, please call Daphne Douglas. Thank you for your assistance.

1. Does the Subject have any material outstanding building code violations within its file? If "Yes", please fax copies of same. Yes ☐ No ☐
  
2. Are there any existing or pending material building or fire/life safety code requirements that the Subject would not be grandfathered and therefore compliance would then be mandatory? If "Yes", please briefly explain. Yes ☐ No ☐
  
3. Do you have any general or specific knowledge of any physical conditions (site or building) that negatively impact the Subject such as localized flooding, sanitary sewer back-up problems, etc.? If "Yes", please briefly explain. Yes ☐ No ☐
  
4. Is the Subject within a 100-year frequency flood plain? If "Yes", please identify the Flood Hazard Zone as per FEMA's Flood Insurance Rate Maps. Yes ☐ No ☐
  
5. What Building Code is enforced, and what is the local Zoning Ordinance classification of the property?
  
6. Are there any municipal required procedures or mandated improvements that are triggered by a change of ownership/title such as: a re-inspection by the Building Department, the installation of sprinklers, installing water conservation devices, etc.? If so, what are they?
  
7. Please forward us a copy of the Subject's Certificate of Occupancy.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

SEARCH HITLIST VIEW

No Documents Available Online

Step 1. Select Application Type:

Building Department Documents

Step 2. Select Search Type:

- ☐ Application Number  
☐ Parcel Number  
☒ Street Address

Step 3: Select Optional Document Type (Check Up To 5):

- ☐ ALL DOCUMENTS  
☐ ABTPLN: ABATEMENT PLAN  
☐ ABTPIC: ABATEMENT PLAN PHOTOS  
☐ ACKLTR: ACKNOWLEDGEMENT LETTER  
☐ ADCHPLN: ADDRESS CHANG PLAN  
☐ ADCH: ADDRESS CHANGE  
☐ AD: ADDRESS CHANGE  
☐ ADL: ADDRESS LIST  
☐ ADDMISC: ADDRESSING MISCELLANEOUS

Step 4: Enter Street Address (Wildcard Acceptable \* With Minimum Of 3 Characters Ex: 4999 | SAH\*)

4870 East Nellis Oasis La

Find Address

Documents are made available on this web site as a convenience for our customers. We attempt to make all documents in our database available here, however, some may inadvertently not display. Please note, documents that are subject to copyright protection are not available on this website and must be viewed at the Records office. Customers wishing the view Development Services construction documents or plans may do so at the Records office of the Department of Development Services at 4701 West Russell Road, Las Vegas, Nevada. Customers wishing the view Comprehensive Planning or Public Works documents or maps may do so at the Records office located on the 1st floor of the Clark County Government Center at 500 S. Grand Central Pkwy, Las Vegas, Nevada.

APP1544

Fire Department  
Freedom of Information Act Request



55 West Red Oak Lane  
White Plains, New York 10604  
(951) 358-9228 (tel) 914.467.6869 (fax)  
[Daphne.Douglas@CBRE.com](mailto:Daphne.Douglas@CBRE.com) (email)

Date:	August 2, 2017	To:	Department Administration
Subject:	Liberty Village Apartments 720 Units 2-stories 4870 East Nellis Oasis Lane Las Vegas, Nevada 89115		Clark County Fire Department 575 E Flamingo Road Las Vegas (702) 455-7311 (tel)
Project Mgr:	Daphne Douglas	Proj. No.:	PC70736713-102

CBRE has been commissioned to conduct a Property Condition Assessment on the above referenced property. Please respond to the following documentation/information requests. Should you have any questions or should there be any fees associated with providing the requested information, please call Daphne Douglas. Thank you for your assistance.

1. Does the Subject have any significant outstanding fire code violations within its file? Yes ☐ No ☐  
If "Yes", please fax copies of same.
  
2. Are there any existing or pending significant fire/life safety code requirements that the Subject would not be grandfathered and therefore compliance would then be mandatory? If "Yes", please briefly explain. Yes ☐ No ☐
  
3. Do you have any general or specific knowledge of any physical conditions (site or building) that negatively impact the Subject such as lack of sprinklers that are required by code, inadequate alarm systems, back-up problems, etc.? If "Yes", please briefly explain. Yes ☐ No ☐
  
4. Any general comments or suggested life/safety improvements?

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Zoning Department  
Freedom of Information Act Request**



55 West Red Oak Lane  
White Plains, New York 10604  
(951) 358-9228 (tel) 914.467.6869 (fax)  
[Daphne.Douglas@CBRE.com](mailto:Daphne.Douglas@CBRE.com) (email)

<b>Date:</b>	August 2, 2017	<b>To:</b>	Zoning/Planning Dept Official
<b>Subject:</b>	Liberty Village Apartments 720 Units 2-stories 4870 East Nellis Oasis Lane Las Vegas, Nevada	<b>Dept.:</b>	Comprehensive Planning Department 500 S. Grand Central Parkway Las Vegas, Nevada (702) 455-4314 (tel) (702) 455-3271 (fax) <a href="mailto:zoning@ClarkCountyNV.gov">zoning@ClarkCountyNV.gov</a>
<b>Project Manager:</b>	Daphne Douglas	<b>Proj. No.:</b>	<a href="mailto:zoning@ClarkCountyNV.gov">zoning@ClarkCountyNV.gov</a> PC70736713-102

CBRE has been commissioned to conduct a Property Condition Assessment Survey on the above referenced Subject. Please respond to the following documentation/information requests to the above telephone/fax number. Should you have any questions or should there be any fees associated with providing the requested information, please call Daphne Douglas. Thank you for your assistance.

1. Is the Subject within a Zoning District? If "Yes", please identify the Zone/District, when it was adopted and the specific signage and parking requirements. Yes ☐ No ☐
2. Is the Subject a currently permitted use? Yes ☐ No ☐
3. Does the Subject have any material outstanding zoning code violations within its file? If "Yes", please fax copies of same. Yes ☐ No ☐
4. Does the placement, quantity or area of signage comply with current zoning requirements? Yes ☐ No ☐
5. Does the quantity of parking spaces comply with current zoning requirements? Yes ☐ No ☐
6. Are there any existing or pending material zoning code requirements/regulations that the Subject would be considered an existing non-conforming use? If "Yes", please briefly explain. Yes ☐ No ☐
7. Was the Subject built "as of right"? If "No" to the above, what variances were necessary? Yes ☐ No ☐
8. In the event of a catastrophic loss, could the Subject be rebuilt to its current density? Yes ☐ No ☐
9. Are there any municipal required procedures or mandated improvements that are triggered by a change of ownership/title such as: new Use Permit or a re-issuance of Zoning Approval by the Zoning Department or Zoning Board of Appeals? If so, what are they? Yes ☐ No ☐
10. Please fax us a copy of the Subject's Zoning Compliance Certificate, if any. Yes ☐ No ☐

**Submitted By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Rent Roll

Liberty Village (libertyv)

As Of = 08/01/2017

Month Year = 08/2017

Page 1

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
<b>Current/Notice/Vacant Residents</b>												
1001	lbv-a1	720.00	t0017294	Tishanti Jermany	650.00	625.00	0.00	0.00	03/24/2017	03/23/2018		1,721.26
1002	lbv-a1	720.00	t0015181	Breaunna Palmore	600.00	600.00	0.00	0.00	10/27/2016	10/26/2017		620.03
1003	lbv-a1	720.00	t0008342	Benigno David	600.00	560.00	300.00	0.00	07/01/2003	01/03/2018		280.95
1004	lbv-a1	720.00	t0016787	Jazmin Rosales	650.00	625.00	0.00	0.00	03/01/2017	02/28/2018		573.00
1005	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00
1006	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1007	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1008	lbv-a1	720.00	t0018314	Lapreeze Johnson	600.00	600.00	0.00	0.00	05/26/2017	05/25/2018		585.36
1009	lbv-b1	1,035.00	t0008809	Alejandra Barraza-Hernandez - EMPLOYEE	750.00	675.00	0.00	0.00	10/01/2016	09/30/2017		387.49
1010	lbv-b1	1,035.00	t0008367	Ronald Pollini	700.00	645.00	0.00	0.00	03/06/2015	07/09/2018		616.00
1011	lbv-b1	1,035.00	t0008368	Henry Rodriguez	700.00	645.00	150.00	0.00	06/19/2015	06/18/2017		607.00
1012	lbv-b1	1,035.00	t0016638	Mike Fisnar	700.00	725.00	0.00	0.00	03/01/2017	02/28/2018		-1.00
1013	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00
1014	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1015	lbv-a1	720.00	t0018543	Josuah Smith	600.00	625.00	0.00	0.00	06/26/2017	06/25/2018		761.83
1016	lbv-a1	720.00	t0018629	Marli Morales	600.00	625.00	0.00	0.00	06/28/2017	06/27/2018		-912.50
1017	lbv-a1	720.00	t0008373	Jose Breganza	600.00	585.00	0.00	0.00	06/10/2015	06/02/2018		-560.67
1018	lbv-a1	720.00	t0016340	Daniel Garcia	600.00	600.00	0.00	0.00	01/13/2017	01/12/2018		644.58
1019	lbv-a1	720.00	t0015456	Eugene Jones	650.00	625.00	0.00	0.00	12/01/2016	11/30/2017		680.06
1020	lbv-a1	720.00	t0008375	Marketa Burgess	600.00	509.00	0.00	0.00	06/27/2013	07/02/2017		619.82
1021	lbv-a1	720.00	t0016381	Desirae Flowers	650.00	625.00	0.00	0.00	01/24/2017	01/23/2018	08/09/2017	1,708.92
1022	lbv-a1	720.00	t0014524	Darquise Smith	650.00	625.00	0.00	0.00	09/28/2016	09/27/2017		660.00
1023	lbv-a1	720.00	t0018393	Thalma Bogan	600.00	625.00	0.00	0.00	06/27/2017	06/26/2018		903.00
1024	lbv-a1	720.00	t0017636	Arnett Hartsfield	600.00	600.00	0.00	0.00	04/15/2017	04/14/2018		744.93
1025	lbv-a1	720.00	t0008394	Michael Sepich	600.00	484.00	200.00	0.00	12/15/2012	08/18/2018		21.00
1026	lbv-a1	720.00	t0019258	Tristan Hall	600.00	600.00	0.00	0.00	07/14/2017	07/13/2018		949.91
1027	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00
1028	lbv-a1	720.00	t0008395	US Vets	600.00	843.00	0.00	0.00	09/18/2013	05/31/2016		0.00
1029	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1030	lbv-a1	720.00	t0017215	Brenesha Ivory	600.00	600.00	0.00	0.00	04/04/2017	04/03/2018		765.89
1031	lbv-a1	720.00	t0008397	Michael Liggins	600.00	495.00	0.00	0.00	02/29/2012	08/31/2017		15.00
1032	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1033	lbv-a1	720.00	MODEL	MODEL	600.00	0.00	0.00	0.00				0.00
1034	lbv-a1	720.00	t0008398	Gregory Walker	600.00	500.00	0.00	0.00	11/09/2013	11/30/2017		367.00
1035	lbv-a1	720.00	t0019014	Andraya Shaw	600.00	600.00	0.00	0.00	06/30/2017	06/29/2018		488.93
1036	lbv-a1	720.00	t0008400	Mary Bolin	600.00	508.00	0.00	0.00	05/01/2013	06/27/2017		558.00
1037	lbv-a1	720.00	t0008401	Brandy Kimber	600.00	515.00	40.00	0.00	10/28/2008	12/13/2017		672.57
1038	lbv-a1	720.00	t0010445	Ronald Sellers	600.00	575.00	0.00	0.00	10/01/2015	12/30/2017		620.00

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1039	lbv-a1	720.00	t0017490	Richard Vaughn	600.00	600.00	0.00	0.00	04/04/2017	10/03/2017		-21.93
1040	lbv-a1	720.00	t0017847	Maria Navarro	600.00	600.00	0.00	0.00	04/21/2017	04/20/2018		698.00
1041	lbv-a1	720.00	t0011893	Alisa Fuller-Employee	600.00	550.00	0.00	0.00	02/20/2016	02/19/2017		745.51
1042	lbv-a1	720.00	t0017885	Charshonna McCaleb	600.00	600.00	0.00	0.00	04/22/2017	04/21/2018		1,148.39
1043	lbv-a1	720.00	t0014728	Deidra simon	600.00	600.00	0.00	0.00	11/11/2016	11/10/2017		2,042.52
1044	lbv-a1	720.00	t0012810	Johnny King	600.00	605.50	0.00	0.00	05/24/2016	07/02/2018		613.00
1045	lbv-a1	720.00	t0017112	Robert Loper	600.00	600.00	0.00	0.00	04/01/2017	03/31/2018		2.00
1046	lbv-a1	720.00	t0013357	Joseph Dimas	600.00	630.00	0.00	0.00	04/27/2016	04/26/2018		280.00
1047	lbv-a1	720.00	t0018814	Lonnie Ray Jr. Britt	650.00	600.00	0.00	0.00	06/30/2017	06/29/2018		662.93
1048	lbv-a1	720.00	t0018832	Lashundra Bates	600.00	600.00	0.00	0.00	06/28/2017	06/27/2018		589.00
1049	lbv-b1	1,035.00	t0015872	Rakiya Robinson	700.00	700.00	0.00	0.00	12/30/2016	12/29/2017		774.00
1050	lbv-b1	1,035.00	t0019269	Joshua Cannon	700.00	700.00	0.00	0.00	07/27/2017	07/26/2018		475.18
1051	lbv-b1	1,035.00	t0018923	Angenett Toliver	700.00	700.00	0.00	0.00	06/26/2017	06/25/2018		730.01
1052	lbv-b1	1,035.00	t0008425	Ashley Thomas	750.00	605.00	0.00	0.00	04/13/2013	04/17/2018		841.00
1053	lbv-b1	1,035.00	t0008426	Joshua Farmer	700.00	720.00	0.00	0.00	04/20/2015	10/19/2016		775.00
1054	lbv-b1	1,035.00	t0015106	Love Life Family Services Mitchell/Simon	700.00	700.00	0.00	0.00	10/18/2016	10/17/2017		185.00
1055	lbv-b1	1,035.00	t0014606	Anderson Thomas	700.00	725.00	0.00	0.00	09/16/2016	06/14/2018		470.65
1056	lbv-b1	1,035.00	t0019200	Storm Ketchens	700.00	700.00	0.00	0.00	07/31/2017	07/30/2018		-47.39
1057	lbv-b1	1,035.00	t0014842	Karen Vasquez-Gonzalez	700.00	700.00	0.00	0.00	10/18/2016	10/17/2017		500.00
1058	lbv-b1	1,035.00	t0017838	Brianna Escobar	700.00	700.00	0.00	0.00	05/01/2017	04/30/2018		774.00
1059	lbv-b1	1,035.00	t0008431	Amanda Campisi	700.00	610.00	0.00	0.00	09/24/2014	12/25/2016		0.00
1060	lbv-b1	1,035.00	t0008432	Jose Aguillar-Miranda	750.00	670.00	0.00	0.00	11/30/2012	09/28/2017		904.00
1061	lbv-b1	1,035.00	VACANT	VACANT	700.00	0.00	0.00	0.00				0.00
1062	lbv-b1	1,035.00	t0018229	Tioshanee Neal	750.00	725.00	0.00	0.00	06/01/2017	05/31/2018		836.87
1063	lbv-b1	1,035.00	t0008434	Sherry Taylor	750.00	635.00	250.00	0.00	11/04/2010	06/30/2017		1.00
1064	lbv-b1	1,035.00	VACANT	VACANT	750.00	0.00	0.00	0.00				0.00
1065	lbv-a1	720.00	t0018962	Anthony Auzenne	650.00	650.00	0.00	0.00	07/12/2017	07/11/2018		1,039.25
1066	lbv-a1	720.00	t0008435	Rashonda Frazier	650.00	540.00	0.00	0.00	10/01/2014	09/19/2017		0.00
1067	lbv-a1	720.00	t0017180	Shanette Vaughn	600.00	625.00	0.00	0.00	05/05/2017	05/04/2018		692.69
1068	lbv-a1	720.00	t0013663	Ana Mirian Hernandez	600.00	580.00	0.00	0.00	07/01/2016	06/30/2017		571.83
1069	lbv-a1	720.00	t0015754	Imari Reed	600.00	600.00	0.00	0.00	12/13/2016	12/12/2017		1,595.00
1070	lbv-a1	720.00	t0008451	Kiara Bradley	600.00	540.00	0.00	0.00	12/19/2013	11/30/2017		690.00
1071	lbv-a1	720.00	t0018805	Davion Varnado	600.00	625.00	0.00	0.00	07/06/2017	07/05/2018		1,503.84
1072	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1073	lbv-a1	720.00	t0018821	Ashanti Miller	600.00	600.00	0.00	0.00	06/23/2017	06/22/2018		663.00
1074	lbv-a1	720.00	t0017968	Claudia Gonzales	600.00	600.00	0.00	0.00	05/19/2017	05/18/2018		757.00
1075	lbv-a1	720.00	t0011914	Sheryle Jaeger	650.00	625.00	0.00	0.00	03/04/2016	03/14/2018		809.46
1076	lbv-a1	720.00	t0011613	Yesenia Luna	600.00	550.00	0.00	0.00	01/19/2016	01/29/2017		620.00
1077	lbv-b1	1,035.00	t0018782	Christine Ashabranner	700.00	700.00	0.00	0.00	07/03/2017	07/02/2018		930.06

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1078	lbv-b1	1,035.00	t0008942 Porsche Walker	750.00	717.00	0.00	0.00	03/03/2017	03/02/2018		1,522.96
1079	lbv-b1	1,035.00	t0013638 Mekia McIntyre	700.00	675.00	0.00	0.00	07/08/2016	07/07/2017		725.00
1080	lbv-b1	1,035.00	t0008459 Joshua Harrold	750.00	645.00	0.00	0.00	11/21/2014	11/20/2017	09/01/2017	277.33
1081	lbv-b1	1,035.00	t0015747 Lashanae Graham	700.00	700.00	0.00	0.00	12/17/2016	12/16/2017	08/20/2017	1,486.52
1082	lbv-b1	1,035.00	t0011005 Joe Ealy	750.00	750.00	0.00	0.00	11/14/2015	11/13/2016		1,410.67
1083	lbv-b1	1,035.00	t0016800 Delores Jones	700.00	700.00	0.00	0.00	03/10/2017	03/09/2018		785.00
1084	lbv-b1	1,035.00	t0008474 Damon Starnes	750.00	715.00	0.00	0.00	06/10/2015	06/08/2018		852.81
1085	lbv-b1	1,035.00	t0013509 Jennelle Williams (EMPLOYEE WALKER)	700.00	675.00	0.00	0.00	07/01/2016	06/30/2017		2,424.80
1086	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
1087	lbv-b1	1,035.00	t0016570 Samantha Thompson	700.00	700.00	0.00	0.00	01/28/2017	01/27/2018		714.32
1088	lbv-b1	1,035.00	t0017928 Samantha Johnson	700.00	700.00	0.00	0.00	05/06/2017	05/05/2018		800.07
1089	lbv-b1	1,035.00	t0017666 Angelek Ford	700.00	700.00	0.00	0.00	05/02/2017	05/01/2018		957.73
1090	lbv-b1	1,035.00	t0019147 Jessica Brown	750.00	750.00	0.00	0.00	07/28/2017	07/27/2018		454.32
1091	lbv-b1	1,035.00	t0017930 Kiante Derrico	700.00	700.00	0.00	0.00	06/21/2017	06/20/2018		1,255.99
1092	lbv-b1	1,035.00	t0008482 Katrina Peterson	700.00	715.00	0.00	0.00	11/11/2014	12/08/2017		700.00
1093	lbv-b1	1,035.00	t0008483 Jacqueline Houle	700.00	630.00	100.00	0.00	03/10/2010	10/24/2017		82.84
1094	lbv-b1	1,035.00	t0008492 Fanika Mayo	750.00	670.00	0.00	0.00	06/16/2010	03/04/2018		52.18
1095	lbv-b1	1,035.00	t0017536 Dexter Jackson	700.00	700.00	0.00	0.00	05/04/2017	05/03/2018		-0.91
1096	lbv-b1	1,035.00	t0008494 Markeise Collins	750.00	645.00	0.00	0.00	02/28/2014	08/31/2017	08/31/2017	1,099.75
1097	lbv-a1	720.00	t0018069 Kris Billings	600.00	600.00	0.00	0.00	05/11/2017	05/10/2018		922.04
1098	lbv-a1	720.00	t0014834 Shuntel Mitchell	600.00	600.00	0.00	0.00	10/07/2016	10/06/2017		679.31
1099	lbv-a1	720.00	t0017030 Jorge Quesada	600.00	600.00	0.00	0.00	04/04/2017	04/03/2018		709.20
1100	lbv-a1	720.00	t0018111 Erika Johnson	600.00	600.00	0.00	0.00	05/13/2017	05/12/2018		692.55
1101	lbv-a1	720.00	VACANT	650.00	0.00	0.00	0.00				0.00
1102	lbv-a1	720.00	t0015689 Roneisha Perkins	600.00	625.00	0.00	0.00	12/24/2016	12/23/2017		764.48
1103	lbv-a1	720.00	VACANT	650.00	0.00	0.00	0.00				0.00
1104	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1105	lbv-a1	720.00	VACANT	650.00	0.00	0.00	0.00				0.00
1106	lbv-a1	720.00	t0013739 Jessica Jimenez Mora	600.00	580.00	0.00	0.00	07/15/2016	07/14/2017	08/09/2017	1,116.42
1107	lbv-a1	720.00	t0016659 Monica Hillard	650.00	625.00	0.00	0.00	03/04/2017	03/04/2018		678.00
1108	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1109	lbv-a1	720.00	t0013726 Family LoveLife Family Services	600.00	580.00	0.00	0.00	06/29/2016	06/28/2017		949.00
1110	lbv-a1	720.00	t0015249 Sheronda Sims	600.00	600.00	0.00	0.00	10/31/2016	10/31/2017		1,685.00
1111	lbv-a1	720.00	t0014084 Janae Farmer	600.00	600.00	0.00	0.00	08/05/2016	08/04/2017		780.00
1112	lbv-a1	720.00	t0008514 Tizoc Antonio	600.00	585.00	0.00	0.00	11/22/2014	11/21/2017		840.00
1113	lbv-a1	720.00	t0016287 Alex Spencer	600.00	600.00	0.00	0.00	01/04/2017	01/03/2018		1,107.74
1114	lbv-a1	720.00	t0011660 Sarah Barba	600.00	575.00	0.00	0.00	01/23/2016	01/22/2018		-48.42
1115	lbv-a1	720.00	t0017283 Storm Husband	650.00	600.00	0.00	0.00	03/22/2017	03/21/2018		773.00
1116	lbv-a1	720.00	t0015780 Andrea Durham	650.00	625.00	0.00	0.00	12/16/2016	12/15/2017		310.55

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1117	lbv-a1	720.00	t0016466 Duane Kennon	600.00	600.00	0.00	0.00	02/01/2017	01/31/2018		1,144.86
1118	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1119	lbv-a1	720.00	t0008517 Danelle Domingo	600.00	560.00	0.00	0.00	01/31/2015	08/31/2017		805.00
1120	lbv-a1	720.00	t0013437 Jersharo Amey	600.00	580.00	0.00	0.00	06/17/2016	12/15/2016		626.43
1121	lbv-a1	720.00	t0019050 Felicia Jackson	650.00	650.00	0.00	0.00	07/28/2017	07/27/2018		581.19
1122	lbv-a1	720.00	t0017557 Jinnale Williams	650.00	600.00	0.00	0.00	04/13/2017	04/12/2018		-160.20
1123	lbv-a1	720.00	t0019074 Davion McClanahan	600.00	600.00	0.00	0.00	07/29/2017	07/28/2018		500.68
1124	lbv-a1	720.00	t0016701 Charde Gipson	600.00	600.00	0.00	0.00	02/11/2017	02/10/2018		3,486.71
1125	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1126	lbv-a1	720.00	t0015110 Dusty Marie Wilkerson	600.00	625.00	0.00	0.00	10/31/2016	11/02/2017		820.51
1127	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1128	lbv-a1	720.00	t0016443 Tori Harris	600.00	600.00	0.00	0.00	04/06/2017	04/05/2018		1,931.59
1129	lbv-a1	720.00	t0008524 Stayce Taylor	600.00	490.00	0.00	0.00	04/03/2011	08/03/2017		696.50
1130	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1131	lbv-a1	720.00	t0012308 Therese Quilter	600.00	575.00	0.00	0.00	07/01/2016	06/18/2018		721.00
1132	lbv-a1	720.00	t0008535 Raymond Gonzales	650.00	620.00	0.00	0.00	02/07/2015	02/05/2018		144.00
1133	lbv-a1	720.00	t0011638 Mary Chambers	600.00	625.00	0.00	0.00	02/02/2016	02/10/2018		840.66
1134	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1135	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1136	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
1137	lbv-c1	1,224.00	t0016533 Yadira Ruiz	825.00	825.00	0.00	0.00	01/29/2017	01/28/2018		1,046.30
1138	lbv-c1	1,224.00	t0014313 Norberto Soto	825.00	825.00	0.00	0.00	08/24/2016	08/24/2017		62.32
1139	lbv-c1	1,224.00	t0012806 Tonnik Edwards (EMPLOYEE)	825.00	799.00	0.00	0.00	04/30/2016	04/29/2017		1,987.69
1140	lbv-c1	1,224.00	t0014064 Trumyia Weekley	825.00	825.00	0.00	0.00	08/10/2016	08/09/2017		494.29
1141	lbv-c1	1,224.00	t0017554 Nina Hamilton	825.00	825.00	0.00	0.00	04/21/2017	04/20/2018		983.66
1142	lbv-c1	1,224.00	t0012926 Yasmine Jackson	825.00	824.00	0.00	0.00	05/13/2016	05/29/2018		2,180.00
1143	lbv-c1	1,224.00	t0017265 Neima Coopers	825.00	825.00	0.00	0.00	03/25/2017	03/24/2018		2,107.03
1144	lbv-c1	1,224.00	t0010777 Latasha Adegboruwa	825.00	849.00	0.00	0.00	12/01/2015	06/11/2018		743.58
1145	lbv-c1	1,224.00	t0011849 Raven Niemo	825.00	824.00	0.00	0.00	02/09/2016	11/26/2017		992.42
1146	lbv-c1	1,224.00	t0015438 Faafetai Nuicela	825.00	825.00	0.00	0.00	11/14/2016	11/13/2017		880.00
1147	lbv-c1	1,224.00	t0017521 Jovan Bullock (LLFS)	825.00	717.00	0.00	0.00	04/19/2017	04/18/2018		2,190.00
1148	lbv-c1	1,224.00	t0013438 Eliza Felton	825.00	824.00	0.00	0.00	06/01/2016	03/13/2018		1,575.68
1149	lbv-c1	1,224.00	t0018934 Keyshanda Wilson	825.00	875.00	0.00	0.00	06/30/2017	06/29/2018		863.93
1150	lbv-c1	1,224.00	t0008557 Gloria White	825.00	723.00	0.00	0.00	08/26/2013	12/20/2017		843.00
1151	lbv-c1	1,224.00	t0014275 Geraldine Young	825.00	825.00	0.00	0.00	08/26/2016	08/25/2017		39.33
1152	lbv-c1	1,224.00	t0018329 Tania Taylor	825.00	875.00	0.00	0.00	06/12/2017	06/11/2018		983.66
1153	lbv-c1	1,224.00	t0015165 Neschelle Rose Nelson	825.00	825.00	0.00	0.00	10/28/2016	10/27/2017		880.00
1154	lbv-c1	1,224.00	t0017901 Bryan Martinez	825.00	825.00	0.00	0.00	06/07/2017	06/06/2018		915.12
1155	lbv-c1	1,224.00	t0012756 Dahani Caldwell	825.00	824.00	0.00	0.00	05/04/2016	11/25/2017		856.00

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## Rent Roll

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1156	lbv-c1	1,224.00	t0008562	Cynthia Radford	825.00	805.00	0.00	0.00	03/28/2014	09/26/2017		1,743.00
1157	lbv-c1	1,224.00	t0016534	Karen Rayes	825.00	825.00	0.00	0.00	02/07/2017	01/31/2018		913.00
1158	lbv-c1	1,224.00	t0008564	Mary Deboles	825.00	795.00	0.00	0.00	12/05/2003	12/31/2017		840.00
1159	lbv-c1	1,224.00	t0016401	Timothy Stokes	825.00	825.00	0.00	0.00	01/23/2017	01/22/2018		650.19
1160	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
1161	lbv-c1	1,224.00	t0017385	Stephanie Jones	825.00	825.00	0.00	0.00	04/08/2017	04/07/2018		-567.36
1162	lbv-c1	1,224.00	t0017457	Lachelle Singer	825.00	825.00	0.00	0.00	04/15/2017	04/14/2018		1,043.00
1163	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
1164	lbv-c1	1,224.00	t0017548	Treonna Moore	825.00	825.00	0.00	0.00	03/18/2017	02/16/2018		2,089.29
1165	lbv-c1	1,224.00	t0008427	Tessa Williams	825.00	825.00	0.00	0.00	08/17/2016	08/16/2017	08/16/2017	975.00
1166	lbv-c1	1,224.00	t0013505	Courtney Turner	825.00	799.00	0.00	0.00	07/01/2016	06/30/2017		2,292.33
1167	lbv-c1	1,224.00	t0017216	Feon Felony	825.00	825.00	0.00	0.00	04/15/2017	04/14/2018		908.00
1168	lbv-c1	1,224.00	t0009478	Lakiesha Kinslow	825.00	824.00	0.00	0.00	09/05/2015	03/13/2017		687.00
1169	lbv-c1	1,224.00	t0019068	Carlos Portillo Miranda	825.00	875.00	0.00	0.00	07/14/2017	07/13/2018		1,638.26
1170	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
1171	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
1172	lbv-c1	1,224.00	t0017855	Yessenia Jaimes	825.00	825.00	0.00	0.00	05/19/2017	05/18/2018		790.12
1173	lbv-c1	1,224.00	t0016501	Darlene Felton	825.00	825.00	0.00	0.00	02/07/2017	02/06/2018		1,341.22
1174	lbv-c1	1,224.00	t0016006	Brandon Hicks	825.00	825.00	0.00	0.00	12/30/2016	12/29/2017		1,206.28
1175	lbv-c1	1,224.00	t0016458	Jodari Collins	825.00	825.00	0.00	0.00	02/27/2017	02/26/2018		938.85
1176	lbv-c1	1,224.00	t0008573	Nephi May - EMPLOYEE	825.00	755.00	0.00	0.00	04/01/2012	05/31/2017		432.50
1177	lbv-b1	1,035.00	t0018900	James Lemay	700.00	700.00	0.00	0.00	07/11/2017	07/10/2018		798.31
1178	lbv-b1	1,035.00	t0011924	Shamarra Wiseman	750.00	750.00	0.00	0.00	02/13/2016	09/03/2017		869.86
1179	lbv-b1	1,035.00	t0018846	Rochelle Wiolson	700.00	700.00	0.00	0.00	06/30/2017	06/29/2018		780.46
1180	lbv-b1	1,035.00	t0008587	Carl Widener	700.00	610.00	500.00	0.00	05/02/2014	05/01/2018		573.94
1181	lbv-b1	1,035.00	t0008588	William Osborne	750.00	645.00	0.00	0.00	05/30/2015	05/16/2018		899.00
1182	lbv-b1	1,035.00	t0017732	Thomas Bernoudy	700.00	700.00	0.00	0.00	05/03/2017	05/02/2018		567.22
1183	lbv-b1	1,035.00	t0008590	DeOnnia Norton	700.00	670.00	0.00	0.00	07/01/2015	12/31/2017		890.00
1184	lbv-b1	1,035.00	t0016677	Delanise Mcgraw	700.00	700.00	0.00	0.00	03/01/2017	02/28/2018		840.72
1185	lbv-b1	1,035.00	t0017768	Tiffany Charles	700.00	700.00	0.00	0.00	04/14/2017	04/13/2018		952.32
1186	lbv-b1	1,035.00	t0013908	Demeasha Thompson	700.00	675.00	0.00	0.00	07/30/2016	07/29/2017		2,685.78
1187	lbv-b1	1,035.00	t0017377	Joshua Jordan	700.00	700.00	0.00	0.00	04/05/2017	04/04/2018		879.00
1188	lbv-b1	1,035.00	t0017497	Markisha Dejohnette	700.00	700.00	0.00	0.00	04/25/2017	04/24/2018		-380.00
1189	lbv-b1	1,035.00	t0019025	Janett Rodriguez	750.00	725.00	0.00	0.00	08/01/2017	07/31/2018		-1,696.00
1190	lbv-b1	1,035.00	t0017856	Tamaria Dennis	700.00	700.00	0.00	0.00	05/15/2017	05/14/2018		948.00
1191	lbv-b1	1,035.00	t0016606	Alexis Lee	750.00	725.00	0.00	0.00	02/27/2017	02/26/2018		73.51
1192	lbv-b1	1,035.00	VACANT	VACANT	700.00	0.00	0.00	0.00				0.00
1193	lbv-b1	1,035.00	t0018815	Andrew Pugh	750.00	725.00	0.00	0.00	06/23/2017	06/22/2018		804.06
1194	lbv-b1	1,035.00	t0013654	Amanda Owens	700.00	700.00	0.00	0.00	07/08/2016	07/07/2018		871.91

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1195	lbv-b1	1,035.00	t0017384 Rejonica Taylor	700.00	700.00	0.00	0.00	04/05/2017	04/04/2018		910.81
1196	lbv-b1	1,035.00	t0017624 Love Life Family Services Jewel Hunter	700.00	626.00	0.00	0.00	03/29/2017	03/28/2018		726.00
1197	lbv-b1	1,035.00	t0017495 Andrea Torrence	750.00	725.00	0.00	0.00	04/01/2017	03/31/2018		286.00
1198	lbv-b1	1,035.00	t0016464 Courtney Patton	750.00	700.00	0.00	0.00	02/27/2017	02/26/2018		882.00
1199	lbv-b1	1,035.00	t0015051 Cassieus David	700.00	725.00	0.00	0.00	11/15/2016	11/14/2017		775.00
1200	lbv-b1	1,035.00	t0008612 Darrell Haas	700.00	700.00	0.00	0.00	03/21/2013	01/27/2018		785.00
1201	lbv-c1	1,224.00	t0017503 Love Life Family Services Nina Ballard	875.00	717.00	0.00	0.00	03/29/2017	03/28/2018		1,542.00
1202	lbv-c1	1,224.00	t0015884 Earl Robinson	825.00	825.00	0.00	0.00	12/19/2016	12/18/2017		1,830.02
1203	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
1204	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
1205	lbv-c1	1,224.00	t0017499 Debrah Washington (LLFS)	825.00	717.00	0.00	0.00	03/31/2017	03/30/2018		800.00
1206	lbv-c1	1,224.00	t0015823 Willisha Johnson	825.00	825.00	0.00	0.00	12/23/2016	12/22/2017		904.22
1207	lbv-c1	1,224.00	t0017652 Porter Johnson	825.00	825.00	0.00	0.00	05/11/2017	05/10/2018	08/01/2017	2,170.61
1208	lbv-c1	1,224.00	t0015874 Deora Alexander	825.00	825.00	0.00	0.00	01/13/2017	01/12/2018		930.00
1209	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
1210	lbv-c1	1,224.00	t0017981 Marla Frame	825.00	825.00	0.00	0.00	06/02/2017	06/01/2018		1,985.24
1211	lbv-c1	1,224.00	t0013809 Nevada Community Associates, Inc	825.00	799.00	0.00	0.00	07/14/2016	07/13/2017		898.42
1212	lbv-c1	1,224.00	t0008633 Dawon Washington	825.00	750.00	300.00	0.00	04/29/2007	01/05/2018		933.00
1213	lbv-b1	1,035.00	t0008634 Enrique Servin	750.00	645.00	0.00	0.00	06/14/2013	12/13/2018		715.81
1214	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
1215	lbv-b1	1,035.00	t0018939 Altaniesha Penn	700.00	700.00	0.00	0.00	06/30/2017	06/29/2018		71.95
1216	lbv-b1	1,035.00	t0017229 Taiyana Cox	700.00	700.00	0.00	0.00	03/23/2017	03/22/2018		1,749.71
1217	lbv-b1	1,035.00	t0008638 Summer Jaentsch	750.00	765.00	450.00	0.00	04/28/2007	10/10/2017		34.66
1218	lbv-b1	1,035.00	t0017977 Jawaun Capers	700.00	700.00	0.00	0.00	05/31/2017	05/30/2018		322.96
1219	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
1220	lbv-b1	1,035.00	t0008641 Lovie Malone	750.00	690.00	0.00	0.00	06/26/2015	06/15/2018		893.00
1221	lbv-b1	1,035.00	t0015532 Ayrton Olson	700.00	700.00	0.00	0.00	11/24/2016	11/24/2017		286.00
1222	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
1223	lbv-b1	1,035.00	t0018604 Alexandria Hal	700.00	700.00	0.00	0.00	06/16/2017	06/15/2018	08/15/2017	30.00
1224	lbv-b1	1,035.00	t0013613 Larry Washington	750.00	675.00	0.00	0.00	07/01/2016	06/30/2017		780.00
1225	lbv-b1	1,035.00	t0015890 Charisa Joiner	700.00	700.00	0.00	0.00	01/03/2017	01/02/2018		1,312.77
1226	lbv-b1	1,035.00	t0017066 Antoinae Tate Turner	700.00	725.00	0.00	0.00	04/13/2017	04/12/2018		1,050.24
1227	lbv-b1	1,035.00	t0017713 Shamita Carpenter	750.00	725.00	0.00	0.00	04/14/2017	04/13/2018		-25.06
1228	lbv-b1	1,035.00	t0013763 Anthony Miranda	700.00	675.00	0.00	0.00	08/01/2016	07/31/2017	08/06/2017	920.00
1229	lbv-b1	1,035.00	t0015727 Joann Jackson	700.00	700.00	0.00	0.00	12/09/2016	12/08/2017		795.13
1230	lbv-b1	1,035.00	t0011345 Bernadette Payton	750.00	675.00	0.00	0.00	12/18/2015	12/17/2016	08/15/2017	694.00
1231	lbv-b1	1,035.00	t0017760 Terrance Brown	750.00	700.00	0.00	0.00	04/18/2017	04/17/2018		809.00
1232	lbv-b1	1,035.00	t0017380 Shayra Esparza	750.00	725.00	0.00	0.00	04/11/2017	04/10/2018		757.00
1233	lbv-b1	1,035.00	t0017196 Venus Genaskey	700.00	700.00	0.00	0.00	03/18/2017	03/17/2018		770.42

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1234	lbv-b1	1,035.00	t0015056 Teresa Washington	700.00	700.00	0.00	0.00	10/31/2016	10/30/2017		-50.01
1235	lbv-b1	1,035.00	t0015687 Shaqune Slack	700.00	700.00	0.00	0.00	12/10/2016	12/09/2017		759.00
1236	lbv-b1	1,035.00	t0008676 Edwin Chire-Lopez	700.00	645.00	0.00	0.00	06/01/2015	12/16/2017		645.00
1237	lbv-b1	1,035.00	t0014246 Marshela Haynes	700.00	675.00	0.00	0.00	08/17/2016	08/16/2017		1,137.90
1238	lbv-b1	1,035.00	t0008678 Latasha James	700.00	635.00	0.00	0.00	11/09/2013	01/22/2018		684.90
1239	lbv-b1	1,035.00	t0013974 Nathan Johnson	700.00	675.00	0.00	0.00	08/20/2016	08/19/2017	08/19/2017	860.73
1240	lbv-b1	1,035.00	VACANT	700.00	0.00	0.00	0.00				0.00
1241	lbv-c1	1,224.00	t0017363 Kathlynn Daniels	825.00	825.00	0.00	0.00	03/25/2017	03/24/2018		853.00
1242	lbv-c1	1,224.00	t0017378 Traci Ballard	825.00	825.00	0.00	0.00	04/12/2017	04/11/2018		1,597.62
1243	lbv-c1	1,224.00	t0008683 Debbie King	825.00	735.00	0.00	0.00	05/06/2012	10/05/2017		1,155.00
1244	lbv-c1	1,224.00	t0016786 Latavia Jones	825.00	825.00	0.00	0.00	02/20/2017	02/19/2018	08/14/2017	3,753.91
1245	lbv-c1	1,224.00	t0016622 Dorothy Lucinda	825.00	825.00	0.00	0.00	02/23/2017	02/22/2018		967.77
1246	lbv-c1	1,224.00	t0018449 Jasmine Facey	825.00	825.00	0.00	0.00	07/07/2017	07/06/2018		1,168.22
1247	lbv-c1	1,224.00	t0017900 Chynna McCloud Gibson	825.00	825.00	0.00	0.00	05/16/2017	05/15/2018		907.84
1248	lbv-c1	1,224.00	t0017953 Deshonay McNayre	825.00	875.00	0.00	0.00	05/22/2017	05/21/2018		1,020.43
1249	lbv-c1	1,224.00	t0014139 NCA / David Chapman	825.00	825.00	0.00	0.00	08/06/2016	08/05/2017		885.00
1250	lbv-c1	1,224.00	t0016764 Adriana Sanchez	825.00	825.00	0.00	0.00	03/05/2017	03/04/2018		918.00
1251	lbv-c1	1,224.00	t0017236 Irene Petrini - EMPLOYEE (Roe)	825.00	825.00	0.00	0.00	03/21/2017	03/20/2018		495.50
1252	lbv-c1	1,224.00	t0017453 Kelly Wallace Harris	825.00	825.00	0.00	0.00	04/07/2017	04/06/2018		1,116.51
1253	lbv-b1	1,035.00	t0017044 Edward Brown	700.00	700.00	0.00	0.00	03/22/2017	03/21/2018		-32.31
1254	lbv-b1	1,035.00	VACANT	700.00	0.00	0.00	0.00				0.00
1255	lbv-b1	1,035.00	t0016688 Lashauna Sykes	750.00	725.00	0.00	0.00	02/13/2017	02/12/2018		1,850.07
1256	lbv-b1	1,035.00	t0014352 James Terpstra	700.00	725.00	0.00	0.00	10/31/2016	10/30/2017		994.00
1257	lbv-b1	1,035.00	t0008697 US Vets	700.00	779.00	0.00	0.00	10/07/2013	07/25/2018		0.00
1258	lbv-b1	1,035.00	t0015450 Javiana Marshall	700.00	700.00	0.00	0.00	11/18/2016	11/17/2017		2,148.99
1259	lbv-b1	1,035.00	t0018794 Andreaa Chachere	700.00	700.00	0.00	0.00	06/29/2017	06/28/2018		902.61
1260	lbv-b1	1,035.00	t0016655 Tanyanika Amos	700.00	700.00	0.00	0.00	02/13/2017	02/12/2018		874.00
1261	lbv-b1	1,035.00	t0008727 Johnathan Maneafaiga	700.00	670.00	0.00	0.00	06/01/2015	10/02/2017		22.00
1262	lbv-b1	1,035.00	t0016375 Angel Herring	700.00	700.00	0.00	0.00	02/08/2017	02/07/2018		844.00
1263	lbv-b1	1,035.00	t0015046 Love Life Family Services Yolanda R. Simon	700.00	700.00	0.00	0.00	10/07/2016	10/06/2017		1,788.61
1264	lbv-b1	1,035.00	t0008729 Maria Ledesma-Employee(ayon)	750.00	620.00	0.00	0.00	10/01/2016	09/30/2017		50.00
1265	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
1266	lbv-b1	1,035.00	t0015882 Teresa Navarro	750.00	700.00	0.00	0.00	12/23/2016	12/22/2017		-43.55
1267	lbv-b1	1,035.00	t0017897 Deoshia Collins	700.00	700.00	0.00	0.00	04/28/2017	04/27/2018		870.00
1268	lbv-b1	1,035.00	t0008518 Evelyn Henry	750.00	750.00	0.00	0.00	05/01/2016	05/30/2018		80.21
1269	lbv-b1	1,035.00	t0008735 Gustavo Ayon-Navarro - EMPLOYEE	700.00	620.00	0.00	0.00	07/01/2015	06/30/2016		50.00
1270	lbv-b1	1,035.00	VACANT	700.00	0.00	0.00	0.00				0.00
1271	lbv-b1	1,035.00	t0013147 Lakasha Washington	750.00	675.00	0.00	0.00	05/19/2016	06/11/2018		674.00
1272	lbv-b1	1,035.00	t0014154 Arlandus Williams	750.00	700.00	0.00	0.00	08/27/2016	08/26/2017	08/01/2017	210.01

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1273	lbv-b1	1,035.00	t0018062	Amber Jordan	750.00	700.00	0.00	0.00	05/16/2017	05/15/2018		2,672.19
1274	lbv-b1	1,035.00	t0009586	Teresa Sepulveda	750.00	675.00	0.00	0.00	10/01/2015	03/31/2018		925.00
1275	lbv-b1	1,035.00	t0008740	David Hall	750.00	670.00	250.00	0.00	06/01/2012	09/13/2017		862.00
1276	lbv-b1	1,035.00	t0018647	Scott Lewis	750.00	725.00	0.00	0.00	06/22/2017	06/21/2018		972.87
1277	lbv-b1	1,035.00	t0008742	Sandra Sierra	700.00	595.00	0.00	0.00	08/03/2012	10/07/2017		0.00
1278	lbv-b1	1,035.00	t0012053	Ricardo Vargas	700.00	700.00	0.00	0.00	02/29/2016	07/02/2018		861.74
1279	lbv-b1	1,035.00	MODEL	MODEL	700.00	0.00	0.00	0.00				0.00
1280	lbv-b1	1,035.00	t0019208	Nyquisha Tollette	700.00	700.00	0.00	0.00	07/11/2017	07/10/2018		723.79
1285	lbv-b1	1,035.00	t0008745	Kari Phillips	700.00	585.00	560.00	0.00	04/02/2012	03/31/2016		730.00
1286	lbv-b1	1,035.00	t0016960	Shawn Foster	700.00	700.00	0.00	0.00	03/31/2017	03/30/2018		804.96
1287	lbv-b1	1,035.00	t0017873	Love Life Family Services Monique Woods	700.00	626.00	0.00	0.00	04/28/2017	04/27/2018		659.67
1288	lbv-b1	1,035.00	t0018375	Shirley Kailikea	750.00	725.00	0.00	0.00	05/30/2017	05/29/2018		-797.39
1289	lbv-b1	1,035.00	t0008749	Tandrea Williams	700.00	595.00	0.00	0.00	06/28/2013	06/27/2018		0.00
1290	lbv-b1	1,035.00	t0008750	Boanerges Salomon-Vega	700.00	550.00	0.00	0.00	02/28/2013	02/27/2016		-217.00
1291	lbv-b1	1,035.00	t0008751	Sergio Ramirez	700.00	640.00	290.00	0.00	08/07/2008	12/18/2018		169.00
1292	lbv-b1	1,035.00	t0008430	Nancy Solano	700.00	585.00	0.00	0.00	07/01/2016	06/30/2018		-14.00
1293	lbv-b1	1,035.00	t0016858	Monique hillard	700.00	700.00	0.00	0.00	06/01/2017	05/31/2018		29.00
1294	lbv-b1	1,035.00	t0013931	Krystalyn Madsen	700.00	700.00	0.00	0.00	07/26/2016	01/25/2018		571.26
1295	lbv-b1	1,035.00	t0011272	Connie Cox	750.00	700.00	0.00	0.00	12/04/2015	01/20/2018		983.90
1296	lbv-b1	1,035.00	t0018749	Cecilio Hernandez	700.00	700.00	0.00	0.00	06/30/2017	06/29/2018		778.79
1297	lbv-b1	1,035.00	t0008757	Anthony Rogers	700.00	585.00	0.00	0.00	03/08/2013	06/11/2018		828.00
1298	lbv-b1	1,035.00	t0013448	Edith Mueller	700.00	700.00	0.00	0.00	06/21/2016	06/20/2018		640.33
1299	lbv-b1	1,035.00	t0008759	Jung Park	750.00	635.00	0.00	0.00	11/30/2009	09/30/2017		832.50
1300	lbv-b1	1,035.00	t0008760	Teresa Whittae-Shaw	750.00	687.00	250.00	0.00	08/15/2009	01/31/2017		1,243.00
1301	lbv-b1	1,035.00	t0016514	Sheemeka Simms	700.00	700.00	0.00	0.00	02/03/2017	02/02/2018		767.72
1302	lbv-b1	1,035.00	t0017982	Shaque Wooten	750.00	725.00	0.00	0.00	06/01/2017	11/30/2017		-1,199.00
1303	lbv-b1	1,035.00	t0016678	Dashia Rudisill - Hall	750.00	725.00	0.00	0.00	02/05/2017	02/04/2018		799.00
1304	lbv-b1	1,035.00	t0014307	Nevada Community Associates Alesha Hatten	700.00	700.00	0.00	0.00	08/12/2016	08/10/2017		755.00
1305	lbv-b1	1,035.00	t0008763	Jacqueline Winfrey	750.00	635.00	0.00	0.00	08/05/2014	08/04/2018		178.84
1306	lbv-b1	1,035.00	t0010957	Betty Curtis	700.00	675.00	0.00	0.00	11/06/2015	11/04/2016		1,867.34
1307	lbv-b1	1,035.00	t0008765	Susanne Cooper	750.00	635.00	0.00	0.00	11/25/2013	11/24/2016		731.00
1308	lbv-b1	1,035.00	t0018789	Larissa Marcum	750.00	725.00	0.00	0.00	03/15/2017	03/14/2018		1,094.68
1309	lbv-b1	1,035.00	t0018207	Ragan Houston	750.00	725.00	0.00	0.00	05/31/2017	05/30/2018		-346.00
1310	lbv-b1	1,035.00	t0018135	Alysha Flores	700.00	700.00	0.00	0.00	06/23/2017	06/22/2018		1,164.40
1311	lbv-b1	1,035.00	t0008769	Richard Blau	750.00	590.00	0.00	0.00	07/31/2009	10/31/2017		1.50
1312	lbv-b1	1,035.00	t0018932	Carlos Gurrola	750.00	725.00	0.00	0.00	06/28/2017	06/27/2018		8.40
1313	lbv-a1	720.00	t0013640	Gary Dopson	600.00	605.00	0.00	0.00	06/30/2016	09/29/2017		-345.48
1314	lbv-a1	720.00	t0016545	Jon Dell Cattledge	600.00	600.00	0.00	0.00	01/28/2017	01/27/2018		1,321.10
1315	lbv-a1	720.00	t0019390	Ashley Diaz	650.00	625.00	0.00	0.00	07/29/2017	07/28/2018		327.37

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1316	lbv-a1	720.00	t0015187	Ana Wolf	650.00	600.00	0.00	0.00	10/31/2016	10/30/2017		749.80
1321	lbv-a1	720.00	t0018622	Christina Cambrit	600.00	600.00	0.00	0.00	06/19/2017	06/18/2018		658.00
1322	lbv-a1	720.00	t0011491	Samira Jenkins-Winfree	600.00	622.00	0.00	0.00	01/19/2016	01/18/2017		-694.07
1323	lbv-a1	720.00	t0017947	Love Life Family Services James	600.00	542.00	0.00	0.00	04/11/2017	04/10/2018		1,199.99
1324	lbv-a1	720.00	t0014400	Love Life Family Services Betty A. Jones	600.00	600.00	0.00	0.00	08/18/2016	08/17/2017		140.00
1325	lbv-a1	720.00	t0016692	Jose Sr Easley	600.00	625.00	0.00	0.00	03/03/2017	03/02/2018		769.25
1326	lbv-a1	720.00	t0018630	Cassandra Vega	600.00	600.00	0.00	0.00	07/01/2017	06/30/2018		1,354.00
1327	lbv-a1	720.00	t0017346	Teaira Jones	600.00	600.00	0.00	0.00	03/27/2017	03/26/2018		1,014.12
1328	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1329	lbv-a1	720.00	t0016856	Sharmay Mills	600.00	600.00	0.00	0.00	03/08/2017	03/07/2019		220.15
1330	lbv-a1	720.00	t0017075	Hanifa Grant	600.00	600.00	0.00	0.00	04/05/2017	04/04/2018	08/15/2017	1,983.76
1331	lbv-a1	720.00	t0016938	Rayne Mack	600.00	600.00	0.00	0.00	03/07/2017	03/06/2018		1,086.68
1332	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1333	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1334	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1335	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1336	lbv-a1	720.00	t0013848	Ashley Greer	600.00	580.00	0.00	0.00	07/15/2016	07/14/2017		479.67
1337	lbv-a1	720.00	t0016532	Jose Toledo-Alvarado	600.00	600.00	0.00	0.00	01/27/2017	01/26/2018		583.00
1338	lbv-a1	720.00	t0008781	Tyrone Jones	600.00	488.00	0.00	0.00	04/02/2011	05/31/2018		840.00
1339	lbv-a1	720.00	t0016603	V'anteya Rucker	600.00	600.00	0.00	0.00	02/20/2017	02/19/2018		654.18
1340	lbv-a1	720.00	t0016974	Montez Horton	600.00	600.00	0.00	0.00	03/16/2017	03/15/2018		878.61
1341	lbv-a1	720.00	t0009186	Jessica Woods	600.00	549.00	0.00	0.00	08/01/2015	06/13/2018		575.00
1342	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1343	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1344	lbv-a1	720.00	t0019092	Elena Noah	600.00	600.00	0.00	0.00	07/31/2017	07/30/2018		600.22
1345	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1346	lbv-a1	720.00	t0018007	Destiney Lopes	650.00	625.00	0.00	0.00	06/01/2017	05/31/2018		1,437.93
1347	lbv-a1	720.00	t0019117	Austin White	650.00	625.00	0.00	0.00	07/31/2017	07/30/2018		-32.32
1348	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1349	lbv-a1	720.00	t0009705	Antoinette Jones	600.00	499.00	0.00	0.00	09/01/2015	08/31/2016		549.00
1350	lbv-a1	720.00	t0017085	Camille Franklin	650.00	625.00	0.00	0.00	03/14/2017	03/13/2018		1,142.00
1351	lbv-a1	720.00	t0017095	Shaudee Haugen	650.00	600.00	0.00	0.00	03/14/2017	03/13/2018		639.47
1352	lbv-a1	720.00	t0008786	Lynette Russell	600.00	590.00	0.00	0.00	10/03/2013	05/02/2018		711.00
1353	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
1354	lbv-a1	720.00	t0013502	Debra Jones	600.00	580.00	0.00	0.00	09/01/2016	08/31/2017		696.02
1355	lbv-a1	720.00	t0013847	Tiffany Martin	650.00	580.00	0.00	0.00	08/10/2016	08/09/2017	08/09/2017	1,761.29
1356	lbv-a1	720.00	t0016647	Andrika Torrence	600.00	600.00	0.00	0.00	02/15/2017	02/14/2018		664.55
1357	lbv-a1	720.00	t0008789	Joseph Kaldany	600.00	510.00	200.00	0.00	06/14/1997	11/30/2017		543.71
1358	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1359	lbv-a1	720.00	t0015449	Clarrisha Jones	650.00	625.00	0.00	0.00	11/22/2016	11/21/2018	1,725.00
1360	lbv-a1	720.00	t0013028	Ferrari Collins	650.00	605.00	0.00	0.00	06/01/2016	05/31/2018	710.00
1361	lbv-c1	1,224.00	t0014393	Shirley Dixon	875.00	825.00	0.00	0.00	09/23/2016	09/22/2017	2,085.00
1362	lbv-c1	1,224.00	t0008792	Arnulfo Zuniga	825.00	720.00	500.00	0.00	12/01/2010	06/30/2017	975.00
1363	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00		08/04/2017	0.00
1364	lbv-c1	1,224.00	t0008794	LaTasha McClain	825.00	560.00	0.00	0.00	08/03/2014	11/04/2017	615.00
1365	lbv-c1	1,224.00	t0016616	Heather Ramirez	825.00	825.00	0.00	0.00	02/13/2017	02/12/2018	783.00
1366	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00			0.00
1367	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00			0.00
1368	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00			0.00
2001	lbv-a1	720.00	t0015793	Brandy Polk	650.00	625.00	0.00	0.00	12/13/2016	12/12/2017	-142.91
2002	lbv-a1	720.00	t0008799	Corrine Robertson	600.00	515.00	200.00	0.00	08/01/1998	07/06/2017	777.06
2003	lbv-a1	720.00	t0017893	Crystal Adair	600.00	625.00	0.00	0.00	04/25/2017	04/24/2018	708.00
2004	lbv-a1	720.00	t0013801	Samantha Davis	650.00	605.00	0.00	0.00	07/07/2016	07/06/2018	12.00
2005	lbv-a1	720.00	t0008802	Jawenden Tousant	600.00	550.00	0.00	0.00	04/08/2015	10/07/2017	464.00
2006	lbv-a1	720.00	t0012459	Chelsie Shibuya	600.00	575.00	0.00	0.00	03/25/2016	03/24/2018	739.16
2007	lbv-a1	720.00	t0011848	Adriana Gutierrez	600.00	600.00	0.00	0.00	02/29/2016	02/28/2017	1,022.53
2008	lbv-a1	720.00	t0014679	Montice Williams	600.00	580.00	0.00	0.00	10/13/2016	10/12/2017	473.32
2009	lbv-b1	1,035.00	t0019030	Tiana Rowe	700.00	725.00	0.00	0.00	07/12/2017	07/11/2018	1,147.48
2010	lbv-b1	1,035.00	t0018648	Lavonn Hairston	750.00	725.00	0.00	0.00	07/07/2017	07/06/2018	1,181.35
2011	lbv-b1	1,035.00	t0014414	Anthony Sarp	700.00	675.00	0.00	0.00	09/01/2016	08/31/2017	779.00
2012	lbv-b1	1,035.00	t0015647	Jeaney Sandoval	750.00	725.00	0.00	0.00	11/30/2016	11/29/2017	1,049.67
2013	lbv-a1	720.00	t0016512	Dorsey Hickmon	600.00	600.00	0.00	0.00	02/01/2017	01/31/2018	753.00
2014	lbv-a1	720.00	t0018667	Jeffery Byars	600.00	600.00	0.00	0.00	06/16/2017	06/15/2018	439.26
2015	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00			0.00
2016	lbv-a1	720.00	t0016602	Keirstyn Charles	600.00	600.00	0.00	0.00	01/30/2017	01/29/2018	730.46
2017	lbv-a1	720.00	t0012103	Emmanuel Paniagua Rodriguez - EMPLOYEE	650.00	550.00	0.00	0.00	03/05/2016	03/04/2017	645.00
2018	lbv-a1	720.00	t0019205	Shawn Davis	600.00	600.00	0.00	0.00	08/01/2017	07/31/2018	629.00
2019	lbv-a1	720.00	t0018850	Chantel Young	650.00	625.00	0.00	0.00	06/28/2017	06/27/2018	838.00
2020	lbv-a1	720.00	t0017230	Lakesha Neely	600.00	600.00	0.00	0.00	03/21/2017	03/20/2018	728.00
2021	lbv-a1	720.00	t0016400	Milton Logan	650.00	625.00	0.00	0.00	01/31/2017	01/30/2018	2,245.93
2022	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00			0.00
2023	lbv-a1	720.00	t0019515	Leslie Williams	650.00	550.00	0.00	0.00	07/26/2017	07/25/2018	415.74
2024	lbv-a1	720.00	t0014832	Micah Haji-Shekh	600.00	580.00	0.00	0.00	10/01/2016	09/30/2017	737.59
2025	lbv-a1	720.00	t0018645	Karon Thedford	600.00	600.00	0.00	0.00	06/17/2017	06/16/2018	1,479.33
2026	lbv-a1	720.00	t0018616	Shane Tresevant	650.00	600.00	0.00	0.00	06/03/2017	06/02/2018	1,570.88
2027	lbv-a1	720.00	t0013021	Annette Brown	600.00	580.00	0.00	0.00	05/06/2016	05/05/2017	679.74
2028	lbv-a1	720.00	t0019232	Radaisha Bryson	600.00	600.00	0.00	0.00	07/28/2017	07/27/2018	523.90
2029	lbv-a1	720.00	t0008834	Gregory Brown	600.00	540.00	0.00	0.00	12/01/2013	11/30/2017	50.25

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2030	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2031	lbv-a1	720.00	t0008835	Nyiesha Tolliver	600.00	484.00	0.00	0.00	04/05/2013	04/04/2017		-290.66
2032	lbv-a1	720.00	t0015680	Kenya Carlisle	600.00	600.00	0.00	0.00	11/30/2016	11/29/2017		5.00
2033	lbv-a1	720.00	t0008836	Jackie Cobb	600.00	500.00	0.00	0.00	04/27/2011	07/25/2018		545.00
2034	lbv-a1	720.00	t0014395	Jessica Chambers	650.00	625.00	0.00	0.00	10/05/2016	10/04/2017		800.00
2035	lbv-a1	720.00	t0008839	William Wallace	600.00	555.00	40.00	0.00	12/01/2008	07/31/2017		603.00
2036	lbv-a1	720.00	t0008840	Ricky White	650.00	560.00	0.00	0.00	03/01/2015	12/14/2017		676.00
2037	lbv-a1	720.00	t0018947	Jamari Bellegarde	600.00	600.00	0.00	0.00	07/06/2017	07/05/2018		1,062.23
2038	lbv-a1	720.00	t0009194	Cesar Avila	600.00	524.00	0.00	0.00	07/31/2015	07/31/2017		779.00
2039	lbv-a1	720.00	t0014604	Johnnie Johns Thigpen	600.00	580.00	0.00	0.00	09/16/2016	09/15/2017		31.50
2040	lbv-a1	720.00	t0008842	Richard Radke	600.00	560.00	0.00	0.00	08/03/1994	05/15/2018		-656.06
2041	lbv-a1	720.00	t0010485	Warren Wilson	600.00	575.00	0.00	0.00	10/06/2015	12/30/2017		2,600.64
2042	lbv-a1	720.00	t0017755	Petria nicole-Manning	600.00	600.00	0.00	0.00	04/20/2017	04/19/2018		658.00
2043	lbv-a1	720.00	t0017837	Marcus Wicks	600.00	600.00	0.00	0.00	04/29/2017	04/28/2018		525.99
2044	lbv-a1	720.00	t0008845	Thomas Garland	600.00	515.00	200.00	0.00	06/06/2000	12/15/2017		62.00
2045	lbv-a1	720.00	t0014037	Kiandra Williams	600.00	580.00	0.00	0.00	08/01/2016	07/31/2017		20.57
2046	lbv-a1	720.00	t0015499	Joseph Nichols	650.00	625.00	0.00	0.00	12/01/2016	11/30/2017		719.00
2047	lbv-a1	720.00	t0008847	Brian Savage	600.00	550.00	0.00	0.00	12/11/2014	02/02/2017		572.00
2048	lbv-a1	720.00	t0015277	Ranishia Causey	600.00	600.00	0.00	0.00	11/10/2016	11/09/2017		282.45
2049	lbv-b1	1,035.00	t0008849	Charlie Handy	750.00	555.00	0.00	0.00	05/02/2013	08/24/2016		750.00
2050	lbv-b1	1,035.00	t0014281	Booker Dillard	750.00	725.00	0.00	0.00	09/17/2016	09/16/2017		79.35
2051	lbv-b1	1,035.00	t0008852	Rodney Jackson	700.00	620.00	0.00	0.00	12/15/2013	09/16/2017		613.00
2052	lbv-b1	1,035.00	t0009248	Neiaasha Hill	700.00	700.00	0.00	0.00	08/03/2015	12/01/2017		750.00
2053	lbv-b1	1,035.00	t0016890	Sean/Shanee Mitchell	700.00	700.00	0.00	0.00	03/11/2017	03/09/2018		-22.00
2054	lbv-b1	1,035.00	t0019219	Marquan Thomas	700.00	700.00	0.00	0.00	07/18/2017	07/17/2018		1,002.54
2055	lbv-b1	1,035.00	t0014979	Kyra Brooks	700.00	700.00	0.00	0.00	12/21/2016	12/20/2017		1,695.00
2056	lbv-b1	1,035.00	t0008856	Joseph Frick	700.00	660.00	0.00	0.00	11/01/2012	10/31/2017		719.59
2057	lbv-b1	1,035.00	t0008857	Robert Farley	700.00	610.00	0.00	0.00	09/01/2012	07/31/2017	08/04/2017	-1.50
2058	lbv-b1	1,035.00	t0017498	Love Life Family Services Therese Castillo	700.00	626.00	0.00	0.00	03/23/2017	03/22/2018		758.00
2059	lbv-b1	1,035.00	t0017368	Love Life Family Services Rodnesha Beverly	700.00	626.00	0.00	0.00	03/23/2017	03/22/2018		700.00
2060	lbv-b1	1,035.00	t0018810	Luis Gonzalez	700.00	725.00	0.00	0.00	07/11/2017	07/10/2018		1,191.06
2061	lbv-b1	1,035.00	t0019080	Matthew Rosado	700.00	700.00	0.00	0.00	07/29/2017	07/28/2018		530.90
2062	lbv-b1	1,035.00	t0014080	Quoneshia Mcmillan	750.00	675.00	0.00	0.00	08/06/2016	08/05/2017	08/12/2017	648.39
2063	lbv-b1	1,035.00	t0016758	Walter Gonzales	750.00	725.00	0.00	0.00	02/11/2017	02/10/2018	08/06/2017	2,445.84
2064	lbv-b1	1,035.00	t0015789	Jermaine Taylor	700.00	700.00	0.00	0.00	12/31/2016	12/30/2017		812.82
2065	lbv-a1	720.00	t0015595	Delexus White	600.00	600.00	0.00	0.00	11/29/2016	11/28/2017	08/15/2017	3,270.56
2066	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2067	lbv-a1	720.00	t0008871	April Romer	600.00	525.00	0.00	0.00	08/12/2009	06/02/2016		627.00
2068	lbv-a1	720.00	t0018664	Anthony Smith	600.00	600.00	0.00	0.00	06/19/2017	06/18/2018		-0.73

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**APP1557**

## Rent Roll

Liberty Village (libertyv)

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2069	lbv-a1	720.00	t0017689	Porsha Starr	650.00	625.00	0.00	0.00	04/19/2017	04/18/2018		1,276.20
2070	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2071	lbv-a1	720.00	t0017757	Cheryl Brown	600.00	625.00	0.00	0.00	05/03/2017	05/02/2018		853.24
2072	lbv-a1	720.00	t0017615	Ingrid Abrams	600.00	600.00	0.00	0.00	04/28/2017	04/27/2018		1,196.80
2073	lbv-a1	720.00	t0017671	Ismail Alshikhly	600.00	600.00	0.00	0.00	04/17/2017	04/16/2018		621.80
2074	lbv-a1	720.00	t0014294	Monique Noriega	650.00	580.00	0.00	0.00	09/08/2016	09/07/2017		725.00
2075	lbv-a1	720.00	t0019039	Debra Peoples	600.00	600.00	0.00	0.00	07/31/2017	07/30/2018		615.90
2076	lbv-a1	720.00	t0018468	Davaughn Murray	600.00	600.00	0.00	0.00	06/08/2017	06/07/2018		683.99
2077	lbv-b1	1,035.00	t0008878	Richard Thornton	750.00	789.00	0.00	0.00	05/20/1997	07/17/2018		195.00
2078	lbv-b1	1,035.00	t0014242	Elijah Porter Jr	700.00	675.00	0.00	0.00	08/17/2016	08/16/2017		3,926.11
2079	lbv-b1	1,035.00	t0016020	Ashley Brown	700.00	700.00	0.00	0.00	12/02/2016	11/30/2017		774.00
2080	lbv-b1	1,035.00	t0018665	Tyerasha Singleton	750.00	700.00	0.00	0.00	06/14/2017	06/13/2018		1,717.94
2081	lbv-b1	1,035.00	t0018876	Domineshia Biddle	700.00	700.00	0.00	0.00	06/21/2017	06/20/2018		776.88
2082	lbv-b1	1,035.00	t0017848	Yyanna Parker	750.00	725.00	0.00	0.00	04/29/2017	04/28/2018		907.00
2083	lbv-b1	1,035.00	t0017225	Heather Pringle-Hicks	700.00	700.00	0.00	0.00	04/20/2017	04/19/2018	08/01/2017	3,060.64
2084	lbv-b1	1,035.00	t0014547	Donovan Chambers	700.00	675.00	0.00	0.00	10/01/2016	09/30/2017		657.50
2085	lbv-b1	1,035.00	t0017566	De'Jaro Miller	750.00	725.00	0.00	0.00	04/15/2017	04/14/2018		2,120.46
2086	lbv-b1	1,035.00	t0016265	Melissa Ward	750.00	725.00	0.00	0.00	01/10/2017	01/09/2018		3,101.55
2087	lbv-b1	1,035.00	t0017517	Ashley Curatolo	700.00	700.00	0.00	0.00	04/07/2017	04/06/2018		967.00
2088	lbv-b1	1,035.00	t0017654	Breniesha Belion	700.00	700.00	0.00	0.00	04/27/2017	04/26/2018		2,016.67
2089	lbv-b1	1,035.00	t0017980	Matthew Metzgen	700.00	700.00	0.00	0.00	05/27/2017	05/26/2018		803.09
2090	lbv-b1	1,035.00	t0017284	Bryson Davis	750.00	725.00	0.00	0.00	04/13/2017	04/12/2018		996.40
2091	lbv-b1	1,035.00	t0018120	Jarrod Stephenson	700.00	700.00	0.00	0.00	06/02/2017	06/01/2018		853.29
2092	lbv-b1	1,035.00	t0016746	Cheromcha Evans	750.00	725.00	0.00	0.00	02/27/2017	02/26/2018		2,352.17
2093	lbv-b1	1,035.00	t0017077	Tonmika Ford	700.00	700.00	0.00	0.00	03/18/2017	03/17/2018	08/02/2017	2,654.55
2094	lbv-b1	1,035.00	t0016828	Christoper Lofton	700.00	700.00	0.00	0.00	03/02/2017	03/01/2018		-6.38
2095	lbv-b1	1,035.00	t0014843	Edrica Miller	750.00	725.00	0.00	0.00	10/08/2016	10/07/2017		1,860.00
2096	lbv-b1	1,035.00	t0018266	Rickia Jones	700.00	700.00	0.00	0.00	05/31/2017	05/30/2018		1,474.02
2097	lbv-a1	720.00	t0018811	Micheal Adams	600.00	600.00	0.00	0.00	06/24/2017	06/23/2018		41.06
2098	lbv-a1	720.00	t0009148	Victor Valencia Chavez	600.00	549.00	0.00	0.00	07/22/2015	08/07/2017		665.26
2099	lbv-a1	720.00	t0017500	Lamont Wade Jr	600.00	600.00	0.00	0.00	04/28/2017	04/27/2018	08/15/2017	1,933.57
2100	lbv-a1	720.00	t0018632	Latoya Brown	600.00	600.00	0.00	0.00	06/13/2017	06/12/2018		583.00
2101	lbv-a1	720.00	t0018116	Kyesha L. Gloss	600.00	625.00	0.00	0.00	06/06/2017	06/05/2018		1,012.67
2102	lbv-a1	720.00	t0014338	Morshawe Wickware	600.00	580.00	0.00	0.00	09/03/2016	09/02/2017		686.80
2103	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2104	lbv-a1	720.00	t0017672	Talia Hill	650.00	600.00	0.00	0.00	04/21/2017	04/20/2018		919.94
2105	lbv-a1	720.00	t0018881	Alysha Marzett	600.00	600.00	0.00	0.00	06/28/2017	06/27/2018		589.00
2106	lbv-a1	720.00	t0013990	Nevada Community Associates/Chandrawattie Ikhiende	600.00	580.00	0.00	0.00	07/22/2016	07/21/2017		620.00
2107	lbv-a1	720.00	t0018559	De Mone Clarkson	600.00	600.00	0.00	0.00	06/16/2017	06/15/2018		658.00

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## Rent Roll

Liberty Village (libertyv)

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2108	lbv-a1	720.00	t0016779	Tyraneika Hester	600.00	600.00	0.00	0.00	02/18/2017	02/17/2018		1,059.79
2109	lbv-a1	720.00	t0011409	Eddie Wimbley	600.00	550.00	0.00	0.00	01/09/2016	01/08/2017		2,143.01
2110	lbv-a1	720.00	t0018933	Jerenisha Jackson	600.00	600.00	0.00	0.00	07/07/2017	07/06/2018		1,055.64
2111	lbv-a1	720.00	t0016653	Morgan Conway	600.00	600.00	0.00	0.00	02/10/2017	02/09/2018		835.36
2112	lbv-a1	720.00	t0014922	Lecarrie Gary	600.00	580.00	0.00	0.00	10/31/2016	11/11/2017		637.36
2113	lbv-a1	720.00	t0013308	Helena Lashay	600.00	580.00	0.00	0.00	06/03/2016	06/02/2017		654.34
2114	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2115	lbv-a1	720.00	t0018896	Kimberly Finley	600.00	600.00	0.00	0.00	06/22/2017	06/21/2018		678.00
2116	lbv-a1	720.00	t0012586	Teonia Ellis	600.00	600.00	0.00	0.00	05/05/2016	05/04/2017		641.81
2117	lbv-a1	720.00	t0018399	Tamela Brown	600.00	600.00	0.00	0.00	06/12/2017	06/11/2018		618.73
2118	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2119	lbv-a1	720.00	t0008903	Steven Hopkins	600.00	482.00	400.00	0.00	04/01/2011	03/03/2018		628.00
2120	lbv-a1	720.00	t0019140	Danielle Brewer	600.00	600.00	0.00	0.00	07/28/2017	07/27/2018		497.72
2121	lbv-a1	720.00	t0018113	Secert Leston	600.00	600.00	0.00	0.00	05/06/2017	05/05/2018		713.00
2122	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2123	lbv-a1	720.00	t0018437	Shyanna Walton	650.00	625.00	0.00	0.00	06/22/2017	06/21/2018		687.90
2124	lbv-a1	720.00	t0012302	Maria Cabrera-Cruz	650.00	575.00	0.00	0.00	03/31/2016	06/11/2018		214.59
2125	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2126	lbv-a1	720.00	t0018556	Victoria Sprouse	650.00	600.00	0.00	0.00	06/09/2017	06/08/2018		869.20
2127	lbv-a1	720.00	t0008909	Bradley Javner	650.00	580.00	0.00	0.00	02/22/2013	02/20/2018		-22.86
2128	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00
2129	lbv-a1	720.00	t0018465	Juan Ramos	600.00	600.00	0.00	0.00	06/01/2017	05/31/2018		683.00
2130	lbv-a1	720.00	t0012702	Liza Hernandez	600.00	550.00	0.00	0.00	04/18/2016	04/17/2017	08/06/2017	2,224.83
2131	lbv-a1	720.00	t0017418	Maria Herrera	650.00	625.00	0.00	0.00	04/01/2017	03/31/2018		703.00
2132	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2133	lbv-a1	720.00	VACANT	VACANT	650.00	0.00	0.00	0.00				0.00
2134	lbv-a1	720.00	t0014888	Jamie Banks	600.00	580.00	0.00	0.00	10/14/2016	10/13/2017		624.15
2135	lbv-a1	720.00	t0017919	Chantel Parker	600.00	600.00	0.00	0.00	04/26/2017	04/25/2018		781.84
2136	lbv-a1	720.00	VACANT	VACANT	600.00	0.00	0.00	0.00				0.00
2137	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2138	lbv-c1	1,224.00	t0016848	Cija Daniel	825.00	825.00	0.00	0.00	03/02/2017	03/01/2018		2,699.83
2139	lbv-c1	1,224.00	t0008917	Deiliah Jackson	825.00	728.00	100.00	0.00	01/05/2013	11/02/2017		130.00
2140	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2141	lbv-c1	1,224.00	t0017070	Natasha Grant	825.00	825.00	0.00	0.00	03/22/2017	03/21/2018		933.00
2142	lbv-c1	1,224.00	t0014267	Ganesha Williams	825.00	825.00	0.00	0.00	08/20/2016	08/19/2017		776.64
2143	lbv-c1	1,224.00	t0008921	Daviell Davis	825.00	800.00	0.00	0.00	04/05/2015	01/09/2018		825.00
2144	lbv-c1	1,224.00	t0015015	Joseph Chatman Jr	825.00	825.00	0.00	0.00	10/20/2016	10/19/2017		885.00
2145	lbv-c1	1,224.00	t0009494	Cora Mills	825.00	795.00	0.00	0.00	09/01/2015	08/31/2017		757.00
2146	lbv-c1	1,224.00	t0016695	Breanna dixon	825.00	825.00	0.00	0.00	02/03/2017	02/13/2018		898.98

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## Rent Roll

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2147	lbv-c1	1,224.00	t0008925	Douglas Lorin	825.00	750.00	0.00	0.00	04/20/2015	05/19/2016		910.00
2148	lbv-c1	1,224.00	t0014282	Chevett Moore	825.00	825.00	0.00	0.00	09/01/2016	08/31/2017	08/15/2017	3,847.16
2149	lbv-c1	1,224.00	t0016700	Chervonda Glascoe	825.00	825.00	0.00	0.00	02/03/2017	02/13/2018		972.05
2150	lbv-c1	1,224.00	t0016951	Carolyn Timber	825.00	825.00	0.00	0.00	03/13/2017	03/12/2018		978.87
2151	lbv-c1	1,224.00	t0013879	Princess Smyth	825.00	799.00	0.00	0.00	09/02/2016	09/01/2017		3,891.33
2152	lbv-c1	1,224.00	t0016476	Stephanie Panfilo	825.00	825.00	0.00	0.00	02/03/2017	02/02/2018		908.00
2153	lbv-c1	1,224.00	t0018448	Jaqueline Wallis	825.00	875.00	0.00	0.00	06/15/2017	06/14/2018		1,007.26
2154	lbv-c1	1,224.00	t0017326	Javelyn Mccollum	825.00	825.00	0.00	0.00	02/24/2017	02/23/2018	08/15/2017	2,295.34
2155	lbv-c1	1,224.00	t0016619	Abrianna Smith	825.00	825.00	0.00	0.00	02/11/2017	02/10/2018		908.00
2156	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2157	lbv-c1	1,224.00	t0008929	Tony Wilson	825.00	723.00	0.00	0.00	08/21/2013	07/30/2018		-260.00
2158	lbv-c1	1,224.00	t0013641	Quanetta Sarpy	825.00	799.00	0.00	0.00	07/05/2016	07/04/2017		2,111.61
2159	lbv-c1	1,224.00	t0014405	Maleeka Shontel Harris	825.00	825.00	0.00	0.00	09/01/2016	08/31/2017		880.00
2160	lbv-c1	1,224.00	t0008932	Erma Howard	825.00	740.00	0.00	0.00	03/16/2014	09/29/2017		828.00
2161	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2162	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2163	lbv-c1	1,224.00	t0016313	Kierra Watson	825.00	825.00	0.00	0.00	01/17/2017	01/16/2018		2,099.61
2164	lbv-c1	1,224.00	t0016319	Terrell Hensley	825.00	825.00	0.00	0.00	01/07/2017	01/06/2018		855.00
2165	lbv-c1	1,224.00	t0014099	Shannon Thomas	825.00	825.00	0.00	0.00	08/22/2016	08/21/2017	08/11/2017	2,846.75
2166	lbv-c1	1,224.00	t0012411	Brittney Phillips	825.00	824.00	0.00	0.00	03/31/2016	12/11/2017		912.00
2167	lbv-c1	1,224.00	t0017767	Edith Cobb	825.00	825.00	0.00	0.00	04/21/2017	04/20/2018		1,409.21
2168	lbv-c1	1,224.00	t0009273	Brenda Luna	825.00	800.00	0.00	0.00	08/07/2015	08/06/2017		776.45
2169	lbv-c1	1,224.00	t0015718	Joanna Herrera - Employee	825.00	825.00	0.00	0.00	12/01/2016	11/30/2017		531.25
2170	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2171	lbv-c1	1,224.00	t0017759	Kellie Bay	825.00	825.00	0.00	0.00	05/16/2017	05/15/2018		987.20
2172	lbv-c1	1,224.00	t0011912	Ebony Wilder	825.00	799.00	0.00	0.00	02/13/2016	02/12/2017	08/01/2017	1,823.24
2173	lbv-c1	1,224.00	t0017192	Vera Bennett	825.00	825.00	0.00	0.00	03/20/2017	03/19/2018		1,147.13
2174	lbv-c1	1,224.00	t0019220	Maleena Mclean	825.00	825.00	0.00	0.00	07/18/2017	07/17/2018		910.06
2175	lbv-c1	1,224.00	VACANT	VACANT	825.00	0.00	0.00	0.00				0.00
2176	lbv-c1	1,224.00	t0011894	Samuel Jennings-Employee	825.00	834.00	0.00	0.00	03/20/2016	03/19/2017		55.00
2177	lbv-b1	1,035.00	t0018328	Latehra Whaley	750.00	725.00	0.00	0.00	06/09/2017	06/08/2018		1,907.26
2178	lbv-b1	1,035.00	t0019056	Shellon Johnson	700.00	725.00	0.00	0.00	07/25/2017	07/24/2018		651.00
2179	lbv-b1	1,035.00	VACANT	VACANT	750.00	0.00	0.00	0.00				0.00
2180	lbv-b1	1,035.00	t0016901	Jamisha Isaac	750.00	700.00	0.00	0.00	03/11/2017	03/10/2018		701.42
2181	lbv-b1	1,035.00	t0008944	John Krause	750.00	695.00	0.00	0.00	07/23/2007	11/29/2017		834.00
2182	lbv-b1	1,035.00	t0018703	Lastaje Fields	700.00	700.00	0.00	0.00	06/20/2017	06/19/2018		1,920.39
2183	lbv-b1	1,035.00	t0008946	Devon Davie	700.00	560.00	0.00	0.00	07/23/2011	10/04/2017		921.00
2184	lbv-b1	1,035.00	t0015555	Gorian Shelton	700.00	700.00	0.00	0.00	11/30/2016	11/29/2017		755.00
2185	lbv-b1	1,035.00	t0008948	Fredricka Bynum	700.00	635.00	0.00	0.00	05/30/2015	12/28/2017		-5.00

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**APP1560**

## Rent Roll

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2186	lbv-b1	1,035.00	t0008949 Kent Ippel	750.00	690.00	0.00	0.00	04/18/2015	03/22/2018		-198.00
2187	lbv-b1	1,035.00	t0017877 Shaundrika Price	700.00	700.00	0.00	0.00	04/21/2017	04/20/2018		393.00
2188	lbv-b1	1,035.00	t0016311 Gequanna Brown	700.00	700.00	0.00	0.00	01/13/2017	01/12/2018	08/13/2017	1,924.65
2189	lbv-b1	1,035.00	t0016806 Tawana Boyle	750.00	700.00	0.00	0.00	03/01/2017	02/28/2018		1,757.35
2190	lbv-b1	1,035.00	t0014482 Jaquita Coleman	700.00	675.00	0.00	0.00	09/22/2016	09/20/2017		99.84
2191	lbv-b1	1,035.00	t0009666 Richard Gonzalez	700.00	700.00	0.00	0.00	03/09/2017	09/08/2017		-17.00
2192	lbv-b1	1,035.00	t0017504 Passion Jamerson (LLFS)	750.00	626.00	0.00	0.00	04/06/2017	04/05/2018		1,650.00
2193	lbv-b1	1,035.00	t0017569 Love Life Family Services Joshonda D. Lopez	700.00	626.00	0.00	0.00	04/03/2017	04/02/2018		805.80
2194	lbv-b1	1,035.00	t0008599 Veronica Green	700.00	625.00	0.00	0.00	06/01/2016	06/07/2018		965.00
2195	lbv-b1	1,035.00	t0017866 Leland Osborne	700.00	700.00	0.00	0.00	05/09/2017	05/08/2018		946.96
2196	lbv-b1	1,035.00	t0008957 Marcos Garay	700.00	585.00	0.00	0.00	07/30/2014	10/02/2017		552.00
2197	lbv-b1	1,035.00	t0008958 Kenneth Weaver	700.00	585.00	0.00	0.00	11/01/2013	05/17/2018		-1.00
2198	lbv-b1	1,035.00	t0008959 Cindy Mathis	700.00	610.00	250.00	0.00	08/01/2010	08/02/2017		727.00
2199	lbv-b1	1,035.00	t0013442 Tatiana Thompson	700.00	675.00	0.00	0.00	06/14/2016	06/13/2017		657.50
2200	lbv-b1	1,035.00	t0014245 Alisha Spears	700.00	675.00	0.00	0.00	08/18/2016	08/17/2018		192.33
2201	lbv-c1	1,224.00	t0016952 Hector Barron	825.00	825.00	0.00	0.00	03/27/2017	03/26/2018		648.00
2202	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
2203	lbv-c1	1,224.00	t0015597 Karen Meeks	875.00	825.00	0.00	0.00	12/03/2016	12/02/2017		2,112.50
2204	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
2205	lbv-c1	1,224.00	VACANT	825.00	0.00	0.00	0.00				0.00
2206	lbv-c1	1,224.00	t0014378 Salina Mitchell	825.00	820.00	0.00	0.00	09/08/2016	09/07/2017		880.00
2207	lbv-c1	1,224.00	t0017029 Stephanie Thayer	825.00	825.00	0.00	0.00	03/22/2017	03/21/2018		1,117.91
2208	lbv-c1	1,224.00	t0014055 Nevada Community Associates	825.00	825.00	0.00	0.00	07/22/2016	07/21/2017		885.00
2209	lbv-c1	1,224.00	t0018541 Teana Perry	825.00	875.00	0.00	0.00	06/06/2017	06/05/2018		1,015.32
2210	lbv-c1	1,224.00	t0019024 Starkeisha Pope	825.00	875.00	0.00	0.00	08/01/2017	07/31/2018		125.00
2211	lbv-c1	1,224.00	t0016869 Tanika Young	825.00	825.00	0.00	0.00	03/13/2017	03/12/2018		2,486.87
2212	lbv-c1	1,224.00	t0018856 Latera palmer	825.00	825.00	0.00	0.00	07/01/2017	06/30/2018		883.00
2213	lbv-b1	1,035.00	t0014859 James Kendrick	700.00	675.00	0.00	0.00	10/20/2016	10/19/2017		767.44
2214	lbv-b1	1,035.00	t0016687 Warren Nunn	700.00	700.00	0.00	0.00	02/03/2017	02/28/2018		604.36
2215	lbv-b1	1,035.00	t0016839 Sharita Green	700.00	700.00	0.00	0.00	03/02/2017	03/01/2018		1,093.00
2216	lbv-b1	1,035.00	t0016713 Datalia Gholar	700.00	700.00	0.00	0.00	03/25/2017	03/24/2018		896.50
2217	lbv-b1	1,035.00	VACANT	750.00	0.00	0.00	0.00				0.00
2218	lbv-b1	1,035.00	t0017403 Carleen Causey	700.00	700.00	0.00	0.00	04/01/2017	03/31/2018		877.00
2219	lbv-b1	1,035.00	t0015831 Germisha Pope	700.00	700.00	0.00	0.00	12/14/2016	12/13/2017		755.00
2220	lbv-b1	1,035.00	t0008977 Iquina Crawford	700.00	575.00	0.00	0.00	08/31/2013	06/14/2018		649.00
2221	lbv-b1	1,035.00	t0008978 Jacquelyn Coronado	700.00	560.00	0.00	0.00	02/01/2014	02/28/2017	08/31/2017	-71.96
2222	lbv-b1	1,035.00	t0008979 Jennifer Rowland	750.00	560.00	0.00	0.00	01/23/2014	12/28/2017		700.00
2223	lbv-b1	1,035.00	t0010284 Shawana Morgan	700.00	675.00	0.00	0.00	09/16/2015	08/15/2016		854.00
2224	lbv-b1	1,035.00	t0008980 Yesenia Ibarra-Ramirez	700.00	585.00	0.00	0.00	01/17/2014	01/29/2018		666.00

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**APP1561**

## Rent Roll

Liberty Village (libertyv)

As Of = 08/01/2017

Month Year = 08/2017

Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2225	lbv-b1	1,035.00	t0008981 Terry Ormond	700.00	590.00	0.00	0.00	05/01/2015	05/12/2018		625.00
2226	lbv-b1	1,035.00	t0012546 Dalonzo West	700.00	675.00	0.00	0.00	04/02/2016	04/01/2017		1,457.84
2227	lbv-b1	1,035.00	t0013462 Jabrea Reynolds	750.00	725.00	0.00	0.00	07/05/2016	07/04/2017		3,339.27
2228	lbv-b1	1,035.00	t0018661 Caitlyn Atkins	700.00	700.00	0.00	0.00	06/22/2017	06/21/2018		845.87
2229	lbv-b1	1,035.00	t0014774 Nevada Community Associates Devon Ishmon	750.00	575.00	0.00	0.00	09/20/2016	09/19/2017		630.00
2230	lbv-b1	1,035.00	t0016630 Shaun Andrews	700.00	725.00	0.00	0.00	02/14/2017	02/13/2018		-804.00
2231	lbv-b1	1,035.00	t0008986 Sharon Marchan	700.00	688.00	250.00	0.00	04/06/2011	06/22/2018		734.90
2232	lbv-b1	1,035.00	t0008987 Lorena Altamirano	750.00	635.00	0.00	0.00	09/17/2011	10/09/2016		749.68
2233	lbv-b1	1,035.00	t0008988 Jason Lemons	700.00	600.00	0.00	0.00	03/05/2014	03/04/2018		646.00
2234	lbv-b1	1,035.00	t0014978 Love Life Services Laneka James	700.00	675.00	0.00	0.00	10/03/2016	10/02/2017		896.98
2235	lbv-b1	1,035.00	t0019009 Alyssa Nawai	700.00	700.00	0.00	0.00	07/26/2017	07/25/2018		586.87
2236	lbv-b1	1,035.00	t0017657 Jasmine Carter	700.00	700.00	0.00	0.00	04/15/2017	04/14/2018		799.96
2237	lbv-b1	1,035.00	t0016919 Antoinette Hawkins	700.00	700.00	0.00	0.00	03/10/2017	03/09/2018		779.00
2238	lbv-b1	1,035.00	t0013185 Britney Richmond	700.00	675.00	0.00	0.00	06/30/2016	06/29/2017		713.16
2239	lbv-b1	1,035.00	VACANT	700.00	0.00	0.00	0.00				0.00
2240	lbv-b1	1,035.00	t0008992 Yasmin Kibe	700.00	575.00	0.00	0.00	12/31/2012	12/30/2017		635.00
2241	lbv-c1	1,224.00	t0013083 Michael Mgee	825.00	799.00	0.00	0.00	06/01/2016	05/31/2017	08/15/2017	3,812.00
2242	lbv-c1	1,224.00	t0016920 Anthony Mariland	825.00	825.00	0.00	0.00	03/23/2017	03/22/2018		926.00
2243	lbv-c1	1,224.00	t0017748 Lanecia Washington	825.00	825.00	0.00	0.00	04/28/2017	04/27/2018	08/15/2017	1,880.80
2244	lbv-c1	1,224.00	t0015196 Kaytlen Tobias	825.00	825.00	0.00	0.00	10/24/2016	10/23/2017		955.00
2245	lbv-c1	1,224.00	t0017783 Sharon Renlas	825.00	825.00	0.00	0.00	04/27/2017	04/26/2018		1,820.06
2246	lbv-c1	1,224.00	t0017280 Marvin McCraney	825.00	825.00	0.00	0.00	04/11/2017	04/10/2018		959.92
2247	lbv-c1	1,224.00	t0015496 Jeremy Curtis Hiester	825.00	825.00	0.00	0.00	11/17/2016	11/16/2017		920.00
2248	lbv-c1	1,224.00	t0013107 Elisa Robinson	825.00	824.00	0.00	0.00	06/01/2016	12/11/2017		707.00
2249	lbv-c1	1,224.00	t0016889 Mitchell Tarver	825.00	825.00	0.00	0.00	02/28/2017	02/27/2018		2,321.00
2250	lbv-c1	1,224.00	t0010978 Ashley Ray	825.00	824.00	0.00	0.00	11/09/2015	11/08/2017		808.08
2251	lbv-c1	1,224.00	t0015878 Taneisha Crosby	825.00	825.00	0.00	0.00	12/30/2016	12/29/2017		1,189.74
2252	lbv-c1	1,224.00	t0016519 Anthony Klein	825.00	825.00	0.00	0.00	02/03/2017	02/02/2018		1,028.07
2253	lbv-b1	1,035.00	t0015521 Reshad James	700.00	700.00	0.00	0.00	11/16/2016	11/15/2017		943.00
2254	lbv-b1	1,035.00	t0018958 Pauline Gallardo	700.00	700.00	0.00	0.00	07/03/2017	07/02/2018		1,354.84
2255	lbv-b1	1,035.00	t0014483 Chamisha Thomas	750.00	725.00	0.00	0.00	10/07/2016	10/06/2017		2,404.78
2256	lbv-b1	1,035.00	t0011109 Mercedes Hinojosa	700.00	700.00	0.00	0.00	11/27/2015	11/17/2017		710.83
2257	lbv-b1	1,035.00	t0018946 Michelle Johnson	700.00	700.00	0.00	0.00	07/10/2017	07/09/2018		823.98
2258	lbv-b1	1,035.00	t0015634 Adrian Dominique Wilson	700.00	700.00	0.00	0.00	11/30/2016	12/05/2017	08/24/2017	2,657.87
2259	lbv-b1	1,035.00	t0019189 Whitney Mchirsty	700.00	700.00	0.00	0.00	07/21/2017	07/20/2018		172.65
2260	lbv-b1	1,035.00	t0009009 Melissa Marchan	700.00	610.00	200.00	0.00	06/26/2014	06/25/2018		752.00
2261	lbv-b1	1,035.00	t0009010 Mark Nelson	700.00	615.00	250.00	0.00	09/30/2009	01/05/2018		1,124.00
2262	lbv-b1	1,035.00	t0018121 Letisha Keith	700.00	700.00	0.00	0.00	05/24/2017	05/23/2018		1,894.93
2263	lbv-b1	1,035.00	t0015881 Karla Medina	700.00	700.00	0.00	0.00	12/29/2016	12/28/2017	08/02/2017	1,680.81

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## Rent Roll

Liberty Village (libertyv)

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Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2264	lbv-b1	1,035.00	t0017355	Angelica Rodriguez	700.00	700.00	0.00	0.00	03/20/2017	03/19/2018		824.00
2265	lbv-b1	1,035.00	t0009013	Jacinta Nieto-Sanchez	750.00	735.00	0.00	0.00	07/31/2013	01/31/2018		195.00
2266	lbv-b1	1,035.00	t0017523	Tristan Stadtmuller	750.00	725.00	0.00	0.00	04/08/2017	04/07/2018		341.92
2267	lbv-b1	1,035.00	t0018638	Jonathan Dean	700.00	700.00	0.00	0.00	07/14/2017	07/13/2018		1,081.45
2268	lbv-b1	1,035.00	t0015670	Carolyn Golden	700.00	700.00	0.00	0.00	01/13/2017	12/12/2017		1,164.58
2269	lbv-b1	1,035.00	t0009016	Carlos Quintero-Aviles	700.00	635.00	0.00	0.00	04/10/2015	02/02/2018		-159.00
2270	lbv-b1	1,035.00	t0017306	Pamela Bolton	750.00	725.00	0.00	0.00	03/18/2017	03/17/2018		1,024.00
2271	lbv-b1	1,035.00	t0014014	Cynthia McCoy	750.00	725.00	0.00	0.00	08/01/2016	07/31/2017		780.00
2272	lbv-b1	1,035.00	t0017925	Lillie Vaughn	700.00	700.00	0.00	0.00	05/10/2017	05/09/2018		972.00
2273	lbv-b1	1,035.00	t0014030	Angelica Olivera	700.00	675.00	0.00	0.00	07/30/2016	07/29/2017		1,016.78
2274	lbv-b1	1,035.00	t0014183	Johan Acosta	700.00	675.00	0.00	0.00	08/22/2016	08/21/2017		872.10
2275	lbv-b1	1,035.00	t0018722	Chandler Johnson	700.00	700.00	0.00	0.00	06/22/2017	06/21/2018		804.00
2276	lbv-b1	1,035.00	t0013994	Peter Stenstrom	750.00	675.00	0.00	0.00	07/27/2016	07/24/2017	08/01/2017	510.00
2277	lbv-b1	1,035.00	t0014011	Revena Haynie	700.00	675.00	0.00	0.00	07/28/2016	07/27/2017		795.80
2278	lbv-b1	1,035.00	t0019188	Chasity White	700.00	700.00	0.00	0.00	07/18/2017	07/17/2018		239.76
2279	lbv-b1	1,035.00	t0009024	Cleo Miller	700.00	620.00	0.00	0.00	04/02/2013	10/01/2013		770.00
2280	lbv-b1	1,035.00	t0009025	Mildred Edwards	750.00	635.00	0.00	0.00	09/09/2014	12/29/2017		90.00
2285	lbv-b1	1,035.00	t0018128	Ashley Ridpath	750.00	700.00	0.00	0.00	05/31/2017	05/30/2018		804.00
2286	lbv-b1	1,035.00	t0009027	Glenn Davis	700.00	0.00	800.00	0.00	08/20/1995	05/02/2019		-738.00
2287	lbv-b1	1,035.00	t0009028	Anthony Lenhart	700.00	580.00	0.00	0.00	06/29/2013	04/03/2017		676.64
2288	lbv-b1	1,035.00	t0009029	Temico Singh	700.00	579.50	0.00	0.00	07/31/2014	07/05/2018		910.85
2289	lbv-b1	1,035.00	t0017762	Veda Jackson	750.00	725.00	0.00	0.00	04/28/2017	04/27/2018		789.00
2290	lbv-b1	1,035.00	t0017132	Antonio Neal	700.00	700.00	0.00	0.00	03/18/2017	03/17/2018		1,208.00
2291	lbv-b1	1,035.00	t0009032	David Casillas	700.00	625.00	200.00	0.00	01/23/2010	06/29/2017		15.00
2292	lbv-b1	1,035.00	t0017402	Tori'onna Thomas	700.00	700.00	0.00	0.00	03/28/2017	03/27/2018		1,168.87
2293	lbv-b1	1,035.00	t0017849	Patricia Jones	700.00	700.00	0.00	0.00	06/03/2017	06/02/2018		698.81
2294	lbv-b1	1,035.00	t0011990	Marsha Alexander	700.00	675.00	0.00	0.00	02/18/2016	02/17/2017		632.50
2295	lbv-b1	1,035.00	t0017588	Jortay Henry	750.00	725.00	0.00	0.00	04/18/2017	04/17/2018		893.06
2296	lbv-b1	1,035.00	t0018419	Jimmy Price Jr	700.00	700.00	0.00	0.00	06/10/2017	06/09/2018		793.80
2297	lbv-b1	1,035.00	t0015565	Miranda Kurielee	700.00	700.00	0.00	0.00	11/19/2016	11/18/2017		1,739.27
2298	lbv-b1	1,035.00	t0017889	Rosalind Hargrove	700.00	700.00	0.00	0.00	04/27/2017	04/26/2018		874.00
2299	lbv-b1	1,035.00	t0009043	Claudia Solis	750.00	660.00	0.00	0.00	06/01/2012	07/02/2018		710.00
2300	lbv-b1	1,035.00	t0015676	Tameca Spriggs	700.00	700.00	0.00	0.00	11/30/2016	11/29/2017		749.99
2301	lbv-b1	1,035.00	t0009118	Stephanie Cardenas	700.00	595.00	0.00	0.00	08/22/2015	02/21/2018		783.00
2302	lbv-b1	1,035.00	t0018014	Quincy Moore	700.00	725.00	0.00	0.00	05/26/2017	05/25/2018		788.00
2303	lbv-b1	1,035.00	t0009046	Claudette Davis	700.00	560.00	200.00	0.00	06/09/2001	06/29/2017		569.06
2304	lbv-b1	1,035.00	t0013907	Paris Callahan	700.00	675.00	0.00	0.00	07/22/2016	07/20/2018	08/15/2017	-228.20
2305	lbv-b1	1,035.00	t0017656	Joyce Holmes	750.00	725.00	0.00	0.00	05/03/2017	05/02/2018		1,089.74
2306	lbv-b1	1,035.00	t0017879	Ashley Wallace	700.00	700.00	0.00	0.00	05/03/2017	05/02/2018		-529.14

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**APP1563**

## Rent Roll

Liberty Village (libertyv)

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Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2307	lbv-b1	1,035.00	t0011440 Zakeem Williams	700.00	675.00	0.00	0.00	01/19/2016	10/18/2016	08/10/2017	-155.33
2308	lbv-b1	1,035.00	t0014021 amber green wood	700.00	675.00	0.00	0.00	07/23/2016	07/25/2017		834.99
2309	lbv-b1	1,035.00	t0009125 Alethea Ruffin	700.00	650.00	0.00	0.00	07/31/2015	07/31/2017		2,874.00
2310	lbv-b1	1,035.00	t0009052 Theodore Gonzales	750.00	685.00	0.00	0.00	08/01/1996	01/05/2018		-75.00
2311	lbv-b1	1,035.00	t0009053 Marcos Menocal	700.00	660.00	0.00	0.00	04/19/2015	04/18/2018		757.00
2312	lbv-b1	1,035.00	t0011132 Sergio Cuevas	700.00	700.00	0.00	0.00	12/12/2016	12/11/2017		811.03
2313	lbv-a1	720.00	t0017080 Jason Keefer	650.00	600.00	0.00	0.00	04/21/2017	04/20/2018		1,041.51
2314	lbv-a1	720.00	t0017079 Arin Mcdonald	650.00	625.00	0.00	0.00	03/13/2017	03/12/2018		2,573.81
2315	lbv-a1	720.00	t0016259 Samantha Vasquez	650.00	625.00	0.00	0.00	01/05/2017	01/04/2018		683.00
2316	lbv-a1	720.00	t0015155 Javon Dixon	650.00	600.00	0.00	0.00	10/20/2016	10/19/2017		1,310.65
2321	lbv-a1	720.00	t0015386 Denise Quam	600.00	600.00	0.00	0.00	11/09/2016	05/08/2017		2,255.00
2322	lbv-a1	720.00	t0017327 Romane Mcleish	600.00	625.00	0.00	0.00	03/16/2017	03/15/2018		22.93
2323	lbv-a1	720.00	t0009058 Larry Watkins	600.00	550.00	0.00	0.00	01/01/2015	12/31/2016	08/01/2017	1,710.00
2324	lbv-a1	720.00	t0018017 Nakia Fortson	600.00	600.00	0.00	0.00	05/05/2017	05/04/2018		1,118.00
2325	lbv-a1	720.00	t0018373 Tiara Hicks	600.00	625.00	0.00	0.00	05/31/2017	05/30/2018		723.55
2326	lbv-a1	720.00	t0016870 Frances Bermudez	600.00	600.00	0.00	0.00	03/01/2017	02/28/2018		673.00
2327	lbv-a1	720.00	t0016720 Ashley Frazier	600.00	600.00	0.00	0.00	02/27/2017	02/26/2018		-45.00
2328	lbv-a1	720.00	t0018488 jasmine Mc coy	650.00	625.00	0.00	0.00	06/21/2017	06/20/2018		571.00
2329	lbv-a1	720.00	VACANT VACANT	600.00	0.00	0.00	0.00				0.00
2330	lbv-a1	720.00	t0018108 Dominique Richard	600.00	600.00	0.00	0.00	06/02/2017	06/01/2018		1,486.00
2331	lbv-a1	720.00	t0017455 Keyvon Cole	600.00	600.00	0.00	0.00	04/05/2017	04/04/2018		0.00
2332	lbv-a1	720.00	t0009060 Farrell Williams	650.00	610.00	0.00	0.00	04/18/2014	04/17/2018		61.66
2333	lbv-a1	720.00	t0012498 Leviticus Brown	650.00	615.00	0.00	0.00	04/25/2016	04/24/2018		5.00
2334	lbv-a1	720.00	VACANT VACANT	600.00	0.00	0.00	0.00				0.00
2335	lbv-a1	720.00	VACANT VACANT	600.00	0.00	0.00	0.00				0.00
2336	lbv-a1	720.00	t0017002 Never Devaughn	600.00	600.00	0.00	0.00	03/10/2017	03/09/2018		1,313.00
2337	lbv-a1	720.00	t0018177 Lakisha Nicco Stephens	600.00	600.00	0.00	0.00	06/01/2017	05/31/2018		683.00
2338	lbv-a1	720.00	t0009064 Alvin Lazares	600.00	515.00	0.00	0.00	03/01/2014	12/28/2017		990.97
2339	lbv-a1	720.00	t0018916 Darana Hybrid (DH 15)	600.00	711.00	0.00	0.00	06/23/2017	09/22/2017		433.19
2340	lbv-a1	720.00	t0014249 Jasmine Parker	600.00	605.00	0.00	0.00	08/18/2016	08/17/2017		1,730.27
2341	lbv-a1	720.00	t0016867 Lawanda Penny	600.00	600.00	0.00	0.00	02/15/2017	02/14/2018		658.00
2342	lbv-a1	720.00	t0009066 Katherine Smith	600.00	650.00	0.00	0.00	02/13/2015	03/01/2017		-1,010.00
2343	lbv-a1	720.00	t0009067 Richard Keegan	600.00	545.00	0.00	0.00	08/15/2011	09/08/2017		138.71
2344	lbv-a1	720.00	t0017920 Kenneisha Foster	650.00	625.00	0.00	0.00	04/26/2017	04/25/2018		759.10
2345	lbv-a1	720.00	t0017913 David Ibarra	650.00	600.00	0.00	0.00	04/29/2017	04/28/2018		693.00
2346	lbv-a1	720.00	t0017078 Anthony Johnson	600.00	625.00	0.00	0.00	03/14/2017	03/13/2018		1,084.68
2347	lbv-a1	720.00	t0014340 Arbie Harrison	600.00	580.00	0.00	0.00	09/02/2016	09/01/2017		790.00
2348	lbv-a1	720.00	VACANT VACANT	600.00	0.00	0.00	0.00				0.00
2349	lbv-a1	720.00	t0018915 Erich Labour (DH 14)	600.00	711.00	0.00	0.00	06/23/2017	09/22/2017		1,808.52

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**APP1564**



## Rent Roll

Liberty Village (libertyv)

As Of = 08/01/2017

Month Year = 08/2017

Unit	Unit Type	Unit Sq Ft	Resident Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
2350	lbv-a1	720.00	t0014732 Greville De Andrade Jr	600.00	625.00	0.00	0.00	10/12/2016	10/11/2017		670.00
2351	lbv-a1	720.00	t0017587 Tashanique Gilmore	600.00	600.00	0.00	0.00	04/15/2017	04/14/2018		1,038.93
2352	lbv-a1	720.00	t0017902 Matthew Bryant	600.00	600.00	0.00	0.00	05/02/2017	05/01/2018		659.13
2353	lbv-a1	720.00	t0018073 Christopher Bersach	600.00	600.00	0.00	0.00	05/13/2017	05/12/2018		483.00
2354	lbv-a1	720.00	t0018315 Rohn Walker	600.00	600.00	0.00	0.00	05/11/2017	05/10/2018		665.29
2355	lbv-a1	720.00	t0017746 Tiara Freeman	650.00	625.00	0.00	0.00	04/15/2017	04/14/2018		735.93
2356	lbv-a1	720.00	t0009072 Daniel Middlebrooks	600.00	495.00	0.00	0.00	06/29/2013	08/27/2017		-164.50
2357	lbv-a1	720.00	t0017631 Ariel Dunlap	650.00	600.00	0.00	0.00	04/15/2017	04/14/2018		713.00
2358	lbv-a1	720.00	t0015681 Shakira Williams	650.00	625.00	0.00	0.00	12/15/2016	12/14/2017		704.67
2359	lbv-a1	720.00	t0017443 Irysha Perine	600.00	600.00	0.00	0.00	04/06/2017	04/05/2018		176.70
2360	lbv-a1	720.00	VACANT	600.00	0.00	0.00	0.00				0.00
2361	lbv-c1	1,224.00	t0017951 Domonique Tate	825.00	825.00	0.00	0.00	05/30/2017	05/29/2018		2,051.00
2362	lbv-c1	1,224.00	t0009399 John Lane	825.00	824.00	0.00	0.00	04/29/2016	04/28/2018		-9.35
2363	lbv-c1	1,224.00	t0011021 Andrew Stark	825.00	824.00	0.00	0.00	11/14/2015	12/29/2017		868.70
2364	lbv-c1	1,224.00	t0009077 JaQuee McNeil	825.00	810.00	0.00	0.00	10/24/2014	06/04/2018		954.00
2365	lbv-c1	1,224.00	t0012375 Latonya Tidwell	825.00	824.00	0.00	0.00	04/06/2016	06/08/2018		912.00
2366	lbv-c1	1,224.00	t0017341 Edwin Hendy	825.00	825.00	0.00	0.00	03/18/2017	03/17/2018		3,065.59
2367	lbv-c1	1,224.00	t0017056 katrice Green	825.00	825.00	0.00	0.00	03/18/2017	03/17/2018		965.00
2368	lbv-c1	1,224.00	t0017658 Tamesha Jackson	825.00	825.00	0.00	0.00	04/21/2017	04/20/2018		2,004.11
<b>Future Residents/Applicants</b>											
1005	lbv-a1	720.00	t0019402 John Vieyra	650.00	0.00	0.00	0.00	08/05/2017	08/04/2018		25.00
1006	lbv-a1	720.00	t0019288 Imunique Cache	600.00	0.00	0.00	0.00	08/01/2017	07/30/2019		25.00
1007	lbv-a1	720.00	t0018422 Malissa Scharloff	600.00	0.00	0.00	0.00	08/05/2017	08/04/2018		25.00
1013	lbv-a1	720.00	t0019065 Christopher Henderson	650.00	0.00	0.00	0.00	08/04/2017	08/02/2018		25.00
1014	lbv-a1	720.00	t0019490 Dominique Lancaster	600.00	0.00	0.00	0.00	08/07/2017	08/06/2018		25.00
1021	lbv-a1	720.00	t0018507 Belinda Powell	650.00	0.00	0.00	0.00	08/10/2017	08/09/2018		-75.00
1027	lbv-a1	720.00	t0019152 Lisa Odom	650.00	0.00	0.00	0.00	08/11/2017	08/10/2018		50.00
1029	lbv-a1	720.00	t0018158 Tatyana Manard	600.00	0.00	0.00	0.00	08/03/2017	08/02/2018		-100.00
1032	lbv-a1	720.00	t0019511 Krista tatum	600.00	0.00	0.00	0.00	08/25/2017	08/24/2018		50.00
1061	lbv-b1	1,035.00	t0019440 Kenny Wesley	700.00	0.00	0.00	0.00	08/25/2017	08/24/2018		25.00
1064	lbv-b1	1,035.00	t0019380 Raenesha Taylor	750.00	0.00	0.00	0.00	08/15/2017	08/14/2018		0.00
1086	lbv-b1	1,035.00	t0018854 dawon higgins	750.00	0.00	0.00	0.00	08/15/2017	08/14/2018		-75.00
1101	lbv-a1	720.00	t0019221 nystacia stringer	650.00	0.00	0.00	0.00	07/27/2018	07/27/2018		-105.03
1105	lbv-a1	720.00	t0019206 Angela Wells	650.00	0.00	0.00	0.00	08/26/2017	07/20/2018		25.00
1106	lbv-a1	720.00	t0019444 Carlo Luciano	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018		25.00
1118	lbv-a1	720.00	t0019480 Rose Coleman	600.00	0.00	0.00	0.00	08/15/2017	08/14/2018		25.00
1125	lbv-a1	720.00	t0019432 Dawn Davis	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018		25.00
1127	lbv-a1	720.00	t0019136 Miguel Vargas	600.00	0.00	0.00	0.00	08/05/2017	08/04/2018		25.00
1130	lbv-a1	720.00	t0019414 Ronnie Knighten	600.00	0.00	0.00	0.00	08/02/2017	08/01/2018		25.00

Westland000108  
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**APP1565**

## Rent Roll

Liberty Village (libertyv)

As Of = 08/01/2017

Month Year = 08/2017

Page 20

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move Out	Balance
1134	lbv-a1	720.00	t0019148	Dwayne Thibodeaux	600.00	0.00	0.00	0.00	08/08/2017	08/07/2018		652.77
1160	lbv-c1	1,224.00	t0019286	Bridget Tillery	825.00	0.00	0.00	0.00	08/07/2017	08/06/2018		0.00
1171	lbv-c1	1,224.00	t0019048	Jaynmeier Everett	825.00	0.00	0.00	0.00	08/15/2017	07/14/2018		0.00
1192	lbv-b1	1,035.00	t0019383	Krystal Taylor	700.00	0.00	0.00	0.00	07/29/2018	07/28/2018		-148.00
1203	lbv-c1	1,224.00	t0019256	Brenda Waight	825.00	0.00	0.00	0.00	08/05/2017	08/04/2018		0.00
1207	lbv-c1	1,224.00	t0019179	Latasha Davis	825.00	0.00	0.00	0.00	08/02/2017	08/01/2018		50.00
1209	lbv-c1	1,224.00	t0019125	Ahron Thomas	825.00	0.00	0.00	0.00	08/15/2017	08/14/2018		25.00
1214	lbv-b1	1,035.00	t0019322	Sechzwan White	750.00	0.00	0.00	0.00	08/17/2017	08/16/2018		0.00
1219	lbv-b1	1,035.00	t0019183	Jonika Swafford	750.00	0.00	0.00	0.00	08/05/2017	08/04/2018		25.00
1222	lbv-b1	1,035.00	t0019293	Crystal Brown	750.00	0.00	0.00	0.00	08/10/2017	08/09/2018		25.00
1230	lbv-b1	1,035.00	t0019132	Jessica Bendit	750.00	0.00	0.00	0.00	08/16/2017	07/09/2018		25.00
1239	lbv-b1	1,035.00	t0019506	Seleste Lashae-shurney	700.00	0.00	0.00	0.00	08/20/2017	08/20/2018		25.00
1240	lbv-b1	1,035.00	t0019439	Sherree Russell	700.00	0.00	0.00	0.00	08/04/2017	08/03/2018		25.00
1244	lbv-c1	1,224.00	t0018712	5 Evans	825.00	0.00	0.00	0.00	08/15/2017	08/14/2018		0.00
1254	lbv-b1	1,035.00	t0019075	Shawnda Ruffin	700.00	0.00	0.00	0.00	08/09/2017	08/08/2018		50.00
1265	lbv-b1	1,035.00	t0019401	Brittany Roberts	750.00	0.00	0.00	0.00	08/05/2017	08/14/2018		25.00
1270	lbv-b1	1,035.00	t0019473	Kayla Rhodes	700.00	0.00	0.00	0.00	08/10/2017	08/09/2018		-74.00
1328	lbv-a1	720.00	t0019362	Urban Cuchillo	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018		50.00
1330	lbv-a1	720.00	t0019271	Samantha Thayer	600.00	0.00	0.00	0.00	08/28/2017	08/27/2018		50.00
1332	lbv-a1	720.00	t0019129	Precious Holmes	600.00	0.00	0.00	0.00	08/05/2101	08/04/2018		25.00
1333	lbv-a1	720.00	t0018847	Nyisha Davis	600.00	0.00	0.00	0.00	08/02/2017	08/01/2018		-75.00
1334	lbv-a1	720.00	t0019297	Deneisha Wright	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018		25.00
1335	lbv-a1	720.00	t0018534	Mestisha Desandra	600.00	0.00	0.00	0.00	08/01/2017	07/31/2018		25.00
1343	lbv-a1	720.00	t0018522	Joseph Washington	600.00	0.00	0.00	0.00	08/10/2017	08/08/2018		-75.00
1348	lbv-a1	720.00	t0019446	Diamoneque Kirk	600.00	0.00	0.00	0.00	08/15/2017	08/14/2018		25.00
1358	lbv-a1	720.00	t0019130	Pernell Campbell	650.00	0.00	0.00	0.00	08/01/2017	07/31/2018		-50.00
1361	lbv-c1	1,224.00	t0019416	Katrina Allen	875.00	0.00	0.00	0.00	08/20/2017	08/19/2018		0.00
1362	lbv-c1	1,224.00	t0019057	Andre Cox	825.00	0.00	0.00	0.00	08/05/2017	08/04/2018		0.00
1363	lbv-c1	1,224.00	t0019311	Shavonne Hayes	825.00	0.00	0.00	0.00	08/30/2017	07/29/2018		0.00
1366	lbv-c1	1,224.00	t0019334	Yakira Lawson	825.00	0.00	0.00	0.00	08/15/2017	08/14/2018		25.00
2015	lbv-a1	720.00	t0019006	Audriana Richey	650.00	0.00	0.00	0.00	08/01/2017	07/31/2018		25.00
2022	lbv-a1	720.00	t0019323	JaMicka Sawyers	600.00	0.00	0.00	0.00	08/15/2017	08/14/2018		25.00
2057	lbv-b1	1,035.00	t0019335	Kimberly Perkins	700.00	0.00	0.00	0.00	08/05/2017	08/04/2018		25.00
2063	lbv-b1	1,035.00	t0018990	Shahara Ruffin	750.00	0.00	0.00	0.00	08/25/2017	08/24/2018		-75.00
2065	lbv-a1	720.00	t0019384	Deondre Carr	600.00	0.00	0.00	0.00	08/25/2017	08/24/2018		50.00
2066	lbv-a1	720.00	t0019514	Ladonna Simon	600.00	0.00	0.00	0.00	08/29/2017	08/28/2018		487.71
2070	lbv-a1	720.00	t0019425	Brionne Green	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018		22.00
2083	lbv-b1	1,035.00	t0018688	Brittney Pratt	700.00	0.00	0.00	0.00	08/07/2017	08/04/2018		25.00
2099	lbv-a1	720.00	t0019382	Mika Davis	600.00	0.00	0.00	0.00	08/25/2017	08/24/2018		25.00

Westland000109  
Wednesday, August 02, 2017  
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**APP1566**

**Rent Roll**

Liberty Village (libertyv)  
As Of = 08/01/2017  
Month Year = 08/2017

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent	Actual Rent	Resident Deposit	Other Move In Deposit	Lease Expiration	Move Out	Balance
2114	lbv-a1	720.00	t0018439	Dasha Silas	600.00	0.00	0.00	0.00	08/01/2017	07/31/2019	25.00
2118	lbv-a1	720.00	t0019135	Avery Richard	600.00	0.00	0.00	0.00	07/31/2018	07/30/2018	-74.78
2128	lbv-a1	720.00	t0019469	Alexis Brooks	650.00	0.00	0.00	0.00	08/05/2017	08/04/2018	50.00
2132	lbv-a1	720.00	t0019445	Detaun Nichols	600.00	0.00	0.00	0.00	08/15/2017	08/14/2018	50.00
2133	lbv-a1	720.00	t0019067	Diamond Ford	650.00	0.00	0.00	0.00	08/26/2017	07/09/2018	50.00
2136	lbv-a1	720.00	t0019342	Ronald thomas	600.00	0.00	0.00	0.00	08/03/2017	08/02/2018	25.00
2156	lbv-c1	1,224.00	t0019427	Larinda Lisk	825.00	0.00	0.00	0.00	08/15/2017	08/14/2018	25.00
2175	lbv-c1	1,224.00	t0019191	Dominic Cotton	825.00	0.00	0.00	0.00	08/30/2017	07/27/2018	25.00
2179	lbv-b1	1,035.00	t0018961	Shontiquea Owens	750.00	0.00	0.00	0.00	08/10/2017	08/09/2018	-75.00
2204	lbv-c1	1,224.00	t0018976	Annie Wiggins	825.00	0.00	0.00	0.00	08/01/2017	07/31/2018	25.00
2239	lbv-b1	1,035.00	t0019450	Porsha Ryan	700.00	0.00	0.00	0.00	08/01/2017	08/02/2018	25.00
2307	lbv-b1	1,035.00	t0019144	Malik Alamudeen	700.00	0.00	0.00	0.00	08/15/2017	08/14/2018	0.00
2329	lbv-a1	720.00	t0019368	Briona Atwater	600.00	0.00	0.00	0.00	08/10/2017	08/09/2018	0.00
		<b>Total</b>	<b>Liberty Village(libertyv)</b>		<b>502,050.00</b>	<b>426,261.00</b>	<b>7,430.00</b>	<b>0.00</b>			<b>538,742.35</b>

Summary Groups	Square Footage	Market Rent	Actual Rent	Security Deposit	Other Deposits	# Of Units	% Unit Occupancy	% Sqft Occupied	Balance
Current/Notice/Vacant Residents	684,216.00	502,050.00	426,261.00	7,430.00	0.00	720.00	87.77	88.50	538,206.68
Future Residents/Applicants	63,657.00	48,425.00	0.00	0.00	0.00	71.00			1,535.67
Occupied Units	605,547.00	442,125.00				632	87.77	88.50	
Total Non Rev Units	1,755.00	1,300.00				2	0.27	0.28	
Total Vacant Units	76,914.00	58,625.00				86	11.94	11.27	
<b>Totals:</b>	<b>684,216.00</b>	<b>502,050.00</b>	<b>426,261.00</b>	<b>7,430.00</b>	<b>0.00</b>	<b>720</b>	<b>100.00</b>	<b>100.00</b>	<b>538,742.35</b>



Seamless Flooring  
5175 W. Diablo Dr. #101  
Las Vegas, NV 89118  
(702) 431-7900  
(702) 614-4300 Fax



Quote

**Quotation For:**  
Liberty Village Apartments  
4870 Nellis Oasis Lane  
Las Vegas, NV 89115  
702-825-1846

**DATE** 07/07/17

*Quotation valid 90 days, until: 10/05/17*

**Floorplan:** Laundry Room #1

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	AMOUNT
765	VCT - - Armstrong VCT (3 Colors) 17 Boxes	\$ 879.75
765 sq ft	Labor - VCT Installation -	\$ 765.00
700 sq ft	Labor - Rip Up Existing VCT -	\$ 700.00
240 lin ft	Labor - Vinyl Covebase Installation -	\$ 144.00
240	Base - - 6" Grey (2 Rolls)	\$ 319.20
1 hours	Labor - Subfloor Repair -	\$ 360.00
	- -	\$ -
	- -	\$ -
	- -	\$ -
SUBTOTAL		\$ 3,167.95
TAX RATE		0.00%
SALES TAX		-
TOTAL		\$ 3,167.95

**Signature of Acceptance:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

For questions concerning this quotation please call (702) 431-7900

**Thank you for your business!**

Westland000112

**APP1569**

Seamless Flooring  
5175 W. Diablo Dr. #101  
Las Vegas, NV 89118  
(702) 431-7900  
(702) 614-4300 Fax



Quote

**Quotation For:**  
Liberty Village Apartments  
4870 Nellis Oasis Lane  
Las Vegas, NV 89115  
702-825-1846

**DATE** 07/07/17

*Quotation valid 90 days, until: 10/05/17*

**Floorplan:** Laundry Room #2

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	AMOUNT
765	VCT - - Armstrong VCT (3 Colors) 17 Boxes	\$ 879.75
765 sq ft	Labor - VCT Installation -	\$ 765.00
700 sq ft	Labor - Rip Up Existing VCT -	\$ 700.00
240 lin ft	Labor - Vinyl Covebase Installation -	\$ 144.00
240	Base - - 6" Grey (2 Rolls)	\$ 319.20
1 hours	Labor - Subfloor Repair -	\$ 360.00
- -		\$ -
- -		\$ -
- -		\$ -
SUBTOTAL		\$ 3,167.95
TAX RATE		0.00%
SALES TAX		-
<b>TOTAL</b>		<b>\$ 3,167.95</b>

**Signature of Acceptance:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

For questions concerning this quotation please call (702) 431-7900

**Thank you for your business!**

Westland000113

**APP1570**

Seamless Flooring  
5175 W. Diablo Dr. #101  
Las Vegas, NV 89118  
(702) 431-7900  
(702) 614-4300 Fax



Quote

**Quotation For:**  
Liberty Village Apartments  
4870 Nellis Oasis Lane  
Las Vegas, NV 89115  
702-825-1846

**DATE** 07/07/17

*Quotation valid 90 days, until: 10/05/17*

**Floorplan:** Laundry Room #3

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	AMOUNT
765	VCT - - Armstrong VCT (3 Colors) 17 Boxes	\$ 879.75
765 sq ft	Labor - VCT Installation -	\$ 765.00
700 sq ft	Labor - Rip Up Existing VCT -	\$ 700.00
240 lin ft	Labor - Vinyl Covebase Installation -	\$ 144.00
240	Base - - 6" Grey (2 Rolls)	\$ 319.20
1 hours	Labor - Subfloor Repair -	\$ 715.00
	- -	\$ -
	- -	\$ -
	- -	\$ -
SUBTOTAL		\$ 3,522.95
TAX RATE		0.00%
SALES TAX		-
<b>TOTAL</b>		<b>\$ 3,522.95</b>

**Signature of Acceptance:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

For questions concerning this quotation please call (702) 431-7900

**Thank you for your business!**

Westland000114

**APP1571**





**Liberty Village & Liberty Square**

Nellis Ave  
Las Vegas , NV

Submitted by:

**David Perez**

**Sunstate Companies**

5080 Cameron St  
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*Proposal*



**Project**

Liberty Village & Liberty Square  
 Nellis Ave  
 Las Vegas , NV

Tree Trimming & Removal

**Notes:**

Ash Trees, Oaks, California Pepper, Palms, Pines, Italian Cypress, Plum, Olive Trees

Description	Quantity	Cost Per Unit	Cost
<b>Liberty Square</b>			
Maintenance			
<b>Stump grinding</b>	1 Ea	\$450.00/Ea	\$450.00
5 Stump Grind for all tree removals			
<b>Tree Removal</b>	1 Ea	\$270.00/Ea	\$270.00
2 Ash Tree 1 Pine 1 Date Palm 1 Removal			
<b>Tree trimming</b>	1 Ea	\$7,672.50/Ea	\$7,672.50
Palms 53, Pines 32, Olives 16, Ash 1			
<b>Liberty Village</b>			
Maintenance			
<b>Insecticide &amp; Herbicide</b>	1 Ea	\$607.50/Ea	\$607.50
10 Plum Trees			
<b>Stump grinding</b>	1 Ea	\$5,220.00/Ea	\$5,220.00
58 Stump Grinding for all tree removals			
<b>Tree Removal</b>	1 Ea	\$3,928.00/Ea	\$3,928.00
48 Ash, California Peppers 3 , Pines 6, Oaks 1 Plums 1			
<b>Tree Removal Vacate Lot</b>	1 Ea	\$450.00/Ea	\$450.00
5 Ash Trees Removal Vacate Lot			
<b>Tree trimming</b>	1 Ea	\$39,600.00/Ea	\$39,600.00
Tree Trimming for Olive 2 Palms 93 , Pines 139, Ash 75 Oaks 36, California Peppers 10 Acacia Willows 15			

## Liberty Village & Liberty Square

June 29, 2017

<b>Project Total</b>	<b>\$58,198.00</b>
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We appreciate your business and look forward to working with you.

Our price is valid for 90 days from the date on this proposal.

Approved By:

Date: 6/29/17

Date: \_\_\_\_\_

Contractor



Customer



**INSTRUCTIONS FOR PERFORMING A  
MULTIFAMILY PROPERTY CONDITION ASSESSMENT  
(Version 2.0)**

**APPENDIX C**

**STRUCTURAL RISK EVALUATION QUESTIONNAIRE**

This Structural Risk Evaluation Questionnaire provides additional assessment of the seismic risk factors associated with a Property, and is required for any Property located in a region with a strong risk of high seismic activity. A strong risk of high seismic activity is any region with a 10% or greater probability of the maximum Peak Ground Acceleration exceeding 0.15g at any point within a 50 year period (as determined by the United States Geological Survey (USGS), with g being the acceleration of a falling object due to gravity).

<b>RISK FACTORS</b>		<b>YES/NO</b>
1.	Do any of the building structures on the Property consist of unreinforced masonry construction?	
2.	Are any of the building structures on the Property located on a 30-degree (58%) or greater slope?	
3.	Do any building structures on the Property have reinforced masonry and pre-cast concrete or tilt-up buildings constructed prior to 1994?	
4.	Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 1976? Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 1976?	
5.	Do any of the wood framed building structures on the Property have unbraced cripple walls (sometimes referred to as crawl space walls – short wood perimeter walls used to elevate a Property above-ground to allow access to the substructure and utility lines or to level a building constructed on a slope)?	
6.	Are any of the wood framed building structures on the Property not anchored to the foundation?	

7.	Do any building structures on the Property have a weak or soft story (as defined by the International Building Code, the latest edition) at any level or story?	
8.	Are any of the building structures located on sites with significant liquefaction potential (e.g., low-lying areas along bodies of water such as rivers, lakes, bays, the coast or waterways) unless provided with deep foundations (piles or piers)?	
9.	Do any of the building structures have tuck-under parking constructed prior to 1988?	

<b>ADDITIONAL CONSIDERATIONS (If information is not readily available, respond NA.)</b>		<b>YES/NO/NA</b>
1.	Do any building structures on the Property consist of un-retrofitted, unreinforced masonry construction? <i>(If fully retrofitted after the year 2000, then answer "No")</i>	
2.	Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 2000?	
3.	Are any of the building structures on the Property concrete masonry buildings or concrete (tilt-up) construction built prior to 2000?	
4.	Are any of the building structures on the Property constructed with or contain adobe or hollow clay tiles?	
5.	Are any of the building structures on the Property built with non-ductile concrete framing?	
6.	Are any building structures on the Property pre-cast concrete construction with four or more stories?	
7.	Do any of the building structures on the Property consist of retrofitted, unreinforced masonry construction?	
8.	Have any of the building structures on the Property sustained previous structural earthquake damage?	
9.	Are any of the building structures on the Property high-rise (8-stories or greater) buildings constructed prior to 2000?	
10.	Are any of the building structures on the Property constructed with vertical offset shear walls?	

11.	Do any of the wood framed building structures on the Property have any of the following characteristics:	
(a)	Constructed prior to 1945 (i.e., structures not positively attached to the foundations and cripple walls)?	
(b)	Un-retrofitted and built prior to 2000 with any type of vehicular parking under dwelling units including tuck-under parking?	
(c)	Constructed with any shear walls comprised of stucco, plaster, or drywall?	
(d)	Constructed with any shear walls exhibiting aspect ratios greater than 4:1?	
(e)	Located less than 2-feet between adjacent buildings (pounding hazard) and were constructed prior to 2000?	
(f)	Consist of any deteriorating wood lateral-force resisting elements?	
12.	Do any building structures on the Property include any cantilever construction extending more than three feet?	
13.	Do any of the construction characteristics present a risk that the buildings or part of any buildings would collapse in an earthquake? If yes, describe.	



## INSTRUCTIONS FOR THE PNA PROPERTY EVALUATOR

### APPENDIX D

#### PROPERTY CONDITION STANDARDS AND RATINGS AND INSTRUCTIONS FOR PROPERTY USEFUL LIFE TABLE

The Property Useful Life Table (See Appendix E to the Instructions to the PNA Property Evaluator) is the tool used by the Property Evaluator to estimate the impact of wear and tear on the Property and its component systems by assessing the current condition of each component or system without regard to the year the Property was built. The Useful Life Table must be included in the Executive Summary section of the PNA Report.

The Property Useful Life Table will be used by the Property Evaluator to assess the condition of major components or systems at the Property, which should be measured based upon the observed conditions at the time of assessment. While characteristics from multiple rating categories below may apply to individual components or system, the rating is intended to be a representative evaluation of that component or system at the Property. If the Remaining Useful Life of a particular Property system or component varies significantly (e.g., the Property consists of four separate buildings, and the roof is in excellent shape on three of the buildings and in need of replacement on the fourth), the Property Evaluator will categorize the Remaining Useful Life of such component or system based on the average of each observed part of such system or component (e.g., if the roof on three of the buildings would be rated a "1", and the roof on the fourth building would be rated a "5", the overall rating for the roof system at the Property would be a "2").

The Property Evaluator must assess and categorize the physical condition of each Property system and its related components listed on the Property Useful Life Table in the column titled "Condition", based on a 1 through 5 rating, using the following ratings and condition indicators.

RATING CATEGORY	DESCRIPTION OF PROPERTY SYSTEM/COMPONENT
Category 1	<b>No substantial concerns observed. No further action required.</b> <ul style="list-style-type: none"><li><u>Life Safety</u>: No issues are observed.</li><li><u>Deferred Maintenance</u>: No observable or reported signs of deferred maintenance.</li><li><u>Routine Maintenance</u>: The Property has superior maintenance practices in place that appear to be extending the remaining useful life of the system or its components.</li></ul>

- Remaining Useful Life: The remaining useful life of the system or component will exceed the Mortgage Loan term by more than 10 years due to the high quality of materials or Property maintenance practices.

## **Category 2**

### **Some minor issues are noted. Limited follow-up is required.**

- Life Safety: Either no issues are observed or minor issues are observed.
- Deferred Maintenance: Isolated issues or minor items are observed that can be addressed by in-house maintenance staff or with limited expense.
- Routine Maintenance: The Property's maintenance practices appear to be addressing issues on a proactive basis, ensuring good overall system performance.
- Remaining Useful Life: The remaining useful life of the system or component will exceed the Mortgage Loan term by at least 3 years due to the quality of the materials or Property maintenance practices.

## **Category 3**

### **Substantial and/or critical issues noted. Documented follow-up IS required.**

- Life Safety: Some issues are observed that require immediate attention, but that do not require capital expenditures.
- Deferred Maintenance: Concerns are observed that cannot be addressed by in-house maintenance staff, and that would appear to materially affect the Property Evaluator's cost estimates for repairs.
- Routine Maintenance: The Property's maintenance practices appear to be a combination of proactive and reactive practices, with some limited number of systems or components requiring attention.
- Remaining Useful Life: The remaining useful life of the system or component is between 3 and 5 years from the date of the PNA Report. The quality of materials and maintenance is below average.

## **Category 4**

### **Overall condition showing signs of deterioration. Documented follow-up with possible action plan required.**

- Life Safety: Issues are observed that require immediate attention and capital expenditures or repairs on an immediate basis.
- Deferred Maintenance: Issues are observed affecting one major system or several components of different systems that will materially affect the Property Evaluator's cost estimates for expenditures for capital improvement or repairs within the next 12 months.
- Routine Maintenance: The Property's maintenance practices appear to be reactive and are not addressing system or component condition concerns in a timely manner.
- Remaining Useful Life: The remaining useful life of the system or component is less than 3 years from the date of the PNA Report. The quality of materials is substandard, the system or component has exceeded its estimated useful life, or materials are poorly maintained.

**Category 5      Severe deferred maintenance observed. Substantial follow-up and action plan are required.**

- Life Safety: Significant issues are observed that will require significant expenditures to be included in the Property Evaluators cost estimates for repairs or capital improvement replacements on an immediate basis.
- Deferred Maintenance: Excessive deferred maintenance is observed at multiple systems or components that will require significant expenditures to be included in the Property Evaluators cost estimates for repairs or capital improvement replacements on an immediate basis.
- Routine Maintenance: Inadequate maintenance practices are in place that do not address either on-going maintenance to ensure the Estimated Useful Life is achieved or maintenance to ensure functionality of the system
- Remaining Useful Life: The useful life of the system or component has been exceeded. The quality of original materials is poor, the system has exceeded its estimated useful life by a significant margin, and maintenance is poor.

The Property Evaluator should indicate “NV” in the column for that system or component at the Property if the condition of the system or component was not visible to the Property Evaluator based on access, life safety, weather conditions or other blockages. Deferred maintenance items cannot be determined based on lack of access. Further action may be required.

The Property Evaluator should indicate “NA” in the column if that system or component does not exist at the Property.

In completing the Property Useful Life Table for the Property, the Property Evaluator should use the following definitions:

- “**EUL**” is the typical Estimated Useful Life for the specified system/component, as set forth on Appendix F to PNA Instructions – Estimated Useful Life (EUL) Reference Table.
- “**Eff Age**” is the Effective Age of the specified system or component based on the Property Evaluator’s assessment of the condition of the system or component.
- “**RUL**” is the Remaining Useful Life of the specified system or component based on the EUL minus the Effective Age.
- “**RUL:EUL Ratio**” is the ratio of RUL for the specified system or component divided by the EUL for the specified system or component.





## INSTRUCTIONS FOR THE PNA PROPERTY EVALUATOR

### APPENDIX G

#### REFERENCE MATERIAL: KNOWN PROBLEMATIC BUILDING MATERIALS

Following is a list of known problematic building materials or specific property design issues that, if identified by the Property Evaluator, must be addressed in the Physical Needs Assessment. When the Property Evaluator identifies one of these issues, the discussion of these items in the PNA Report should include:

- an evaluation of the problematic building material or design issues in the Property system, including:
  - the condition of the material and quality of construction of that system;
  - a description of the historical and current condition and performance of that system; and
  - any remediation or retrofit of the system, already in place or, if no retrofit is in place, whether any warning system for the system exists;
- an evaluation of the long-term financial impact of the issue; and
- a recommendation as to how the Owner should address the known problematic materials, including estimated replacement or retrofit costs.

#### **A. ARCHITECTURAL SYSTEMS**

##### **1. Fire Retardant Treated Plywood (FRTTP)**

Fire Retardant Treated Plywood is plywood that has been treated with a fire retardant that, in some cases has caused the plies of the sheathing to delaminate. Delamination of the sheathing has lead to failure of positive attachment of roof coverings.

##### **2. Compressed Wood or Composite Board Siding**

Composite siding is a man-made board that is manufactured from various combinations of wood fibers, fillers, binders and glue, to form exterior siding commonly referred to as T1-11 siding. An embossed layer is often added to simulate the look of natural wood. The products take the form of either lap siding or panel siding. The primary concern related to this product is its tendency to absorb water at locations where the “compressed wood” is exposed. This includes areas where nails have been over-driven, unfinished joints, or improperly sealed penetrations through the material. Evidence of deterioration includes edge swell, delamination of the finish, warping, and fungus growth.

**Recommended Remediation:** Current condition, quality of installation, and replacement recommendations should be considered by the Property Evaluator, where appropriate.

### **3. Exterior Insulation Finish Systems (EIFS)**

Exterior insulation finish systems (EIFS) are a multi-layered exterior wall system consisting of a finish coat, a base coat, reinforcing mesh, adhesive and insulation board all of which are secured to some form of substrate. EIFS systems are also referred to as synthetic stucco or Dryvit. EIFS systems are designed to be “barrier” systems, meaning that they prevent water penetration from the outside. However, this also means that these systems do not “breathe” the way a traditional stucco system would. The problems associated with EIFS stemmed from water leaking behind the EIFS cladding and becoming trapped inside the walls, producing mildew and rot in the sheathing and framing. The most common areas for this type of damage have been at penetrations such as windows, doors, and roof penetrations (chimneys, vents, and drainage components). The problem has resulted from the areas around the penetrations not being properly flashed or sealed thereby allowing water intrusion, rather than from the exterior system itself allowing water infiltration. The Property Evaluator should consider a full exterior façade inspection if concerns regarding the installation or current condition of the exterior insulation finish systems (EIFS) are noted.

### **4. Chinese Drywall**

Chinese drywall refers to drywall imported from China (from approximately 2001 to 2007) which contains extraneous metals and minerals, such as sulfur, strontium and iron. Under certain environmental conditions (typically warm, humid climates), the drywall will emit sulfur gasses. These gases create a noxious odor and corrode copper and other metal surfaces, which can damage HVAC Systems, electrical wiring, copper plumbing, appliances and electronics. Chinese drywall can also cause adverse health effects, which are primarily irritant and temporary in nature. Long term health effects are unknown. Note that not all drywall manufactured in China is defective. Hundreds of millions of sheets of Chinese drywall were imported from 2004 to 2006, but defective Chinese drywall has been found in properties built or remodeled as early as 2001 and as late as 2009. The presence of Chinese drywall has been reported in [42 states](#), the District of Columbia and Puerto Rico. The total number of affected properties (which includes residential and commercial) is unknown, although the Consumer Product Safety Commission (CPSC) reports a total of 3,924 complaints. Chinese drywall is 1/2" in width. Chinese drywall is often found in properties with untainted drywall as well, which is why owners should not assume that their property is fine if they find U.S. drywall. Moreover, U.S. drywall may have been manufactured in China and rebranded.

**Recommended Remediation:** If tainted Chinese drywall is present at the Property, the Property should be completely remediated and any damage to mechanical equipment must be repaired.

## **B. MECHANICAL SYSTEMS**

### **1. Unit Level Electrical Amperage**

Fannie Mae requires that this item be identified in all Physical Needs Assessments. The amperage measurement that must be included in every Physical Needs Assessment is the amperage **as measured at the individual electric meter**. In almost all individually metered properties there is a breaker located somewhere near, if not directly below, the electric meter. This is the amperage measurement required. **Please note: this is not the amperage identified by adding all of the individual breakers at the unit level subpanel.** The amperage should be a minimum of 60 amps.

**Recommended Remediation:** If the amperage is below 60 amps, evaluation of this inadequacy may include discussion of items such as unit sizes, fuel sources for the mechanical equipment, cooking and typical living styles at the property.

### **2. Aluminum Branch Wiring**

All PNA reports must indicate the type of branch wiring at the property as **observed (i.e., visually verified and photographed)** by the Property Evaluator. If the Property Evaluator identifies aluminum wiring at the Property, the PNA Report must also indicate whether a retrofit, such as the installation of CO/ALR devices, is already in place. The primary concern with aluminum branch wiring is that, as a result of current flow, heated aluminum expands approximately 40% faster than copper. The unequal expansion rates between the aluminum wire and the copper, steel or brass switch or outlet connection point subjects the heated aluminum wire to a rapidly rising compressive stress (compressed wire expands). When the current is turned off, the termination cools causing the wire to contract, which in turn causes the connection to become loose. A loose electrical connection will accelerate the heating of the wire due to the restricted current flow (because the connection point is not snug); subsequently, the wire will heat up like a burner on a stove. An overheated connection could potentially lead to a fire. Appropriate recommendations regarding retrofit procedures that would result in a permanent repair should be noted.

**Recommended Remediation:** The Consumer Products Safety Commission's (CPSC) Publication 516, July 2011 (Repairing Aluminum Wiring), recommends a permanent repair using one of the following three methods:

- complete rewiring of the building;
- copper pig-tailing at the receptacles using COPALUM crimp connectors; or
- copper pig-tailing at the receptacles using AlumiConn connectors.

### **3. Electrical Overload Protection - Fused Subpanels**

Physical Needs Assessment to address concerns regarding fused subpanels, as fuses of different ratings will fit into a traditional Edison fuse socket. Consumers sometimes replace a fuse that

repeatedly “blows” with a higher ampere rated fuse. Although the new fuse may not open, it also may not protect the branch circuit. The result can be overloading which can subsequently lead to fire. Shunting of open fuses refers to the second concern with Edison sockets that can allow for the insertion of metal objects such as dimes to effectively reconnect the circuit. This creates both a life safety concern and a fire hazard. All reports must note whether circuit breakers or fuses are present at subpanels. Fuses currently installed must include tamper resistant devices and S type fuses.

**Recommended Remediation:** If fuses are not tamper resistant they should be upgraded to either include tamper resistant equipment or the installation of breakered subpanels.

#### **4. ABS Sanitary Lines**

There are five manufacturers who produced ABS pipe from 1984 to 1990 that may crack circumferentially at the joint. The manufacturers are Apache, Polaris, Centaur, Phoenix, and Gable. These manufacturers apparently used non-virgin materials that may eventually crack at the location where it comes in contact with the plumbers glue – typically circumferentially at the joints. If ABS piping is identified as being installed as the primary sanitary piping within the buildings (i.e., the material is not limited to the stub out from the wall to the fixture), the current condition and manufacturer must be verified.

**Recommended Remediation:** If the Property contains ABS pipe manufactured by one of the five problematic manufacturers, a plumbing survey performed by a qualified plumbing expert may be recommended in order to ascertain the current condition and potential short and long-term repair or replacement costs.

#### **5. Polybutylene Water Distribution Lines**

Polybutylene (“PB”) is a form of plastic resin that was used extensively in the manufacture of water supply piping from 1979 until about 1995. Due to the low cost of the material and ease of installation, PB piping was used as a substitute for traditional copper piping. It is believed that oxidants in public water supplies (such as chlorine) react with the PB piping and fittings, causing it to scale and flake and become brittle. Micro-fractures of the piping result, and the basic structural integrity of the pipe is reduced. The pipe becomes weak, and is susceptible to sudden failure. Other factors may also contribute to the failure of PB systems, such as improper installation. Most problematic installation situations involve the use of PB fittings (connections between sections of piping such as elbows). The crimping process utilized during installation, if not done correctly, can compromise the performance of the piping at that connection. PB piping which has been installed with copper fittings has historically performed better with regard to fittings installation, but this has no bearing on the pipe’s ability to withstand chemical breakdown. Historical and current conditions must be noted, potential issues with content of local water supply noted.

**Recommended Remediation:** A plumbing survey to determine actual piping condition may be required in order to fully evaluate this issue.

## 6. Galvanized Steel Water Distribution Lines

Galvanized pipe is defined as a steel pipe or wrought-iron pipe of standard dimensions, which has been galvanized by coating it with a thin layer of zinc. Galvanized piping has been utilized as a water supply system throughout the country, and is not limited to certain dates of construction. Galvanized piping systems typically exhibit corrosion more quickly than other plumbing systems, which can ultimately require the complete replacement of the piping system. Corrosion is a chemical or electrochemical process in which the metals commonly used in plumbing systems deteriorate and ultimately fail. Rates of corrosion produced by different waters vary widely, depending upon a number of factors (including acidity, electrical conductivity, temperature, oxygen concentration and the presence of sulfate and chlorides). Current and historical condition and any management reported replacements should be noted. Cost estimates of the replacement of a galvanized steel water distribution system should be carefully evaluated, as costs can vary significantly. Vertical water lines are generally more expensive to replace than the horizontal lines, as the vertical water lines are typically less accessible.

## 7. Omega Brand Fire Sprinkler Heads

All Omega sprinklers contain one, two or three small circular discs at the base of the sprinkler. The discs are very flat and thin and are spaced closely together. They may be white, chrome, or brass depending upon the finish of the sprinkler. If the sprinklers at the Property do not contain these discs, they are not Omegas. If they do have these discs, they may be Omegas. All Omega sprinklers contain the word "Central" or "CSC" somewhere on the daisy-like device. Approximately 8.4 million Omega brand sprinkler heads are part of a nationwide recall program. *All Omega sprinkler models are being recalled, including those Omegas manufactured after May 1, 1996. In a release dated October 14, 1998, the Consumer Product Safety Commission (CPSC) alleges that, on average, between 30 and 40 percent of Omegas removed from various locations around the country for testing, failed to activate as they should.*

**Recommended Remediation:** All Omega brand sprinkler heads should be recommended for replacement.

## 8. Central Brand Fire Sprinkler Heads

Central manufactured 33 million "wet" sprinklers with O-rings from 1989 until 2000 that are covered by a recall program. Central also manufactured 2 million "dry" sprinklers with O-rings from the mid-1970's to June 2001 that are covered by this program. The program also covers 167,000 sprinklers with O-rings manufactured by Gem Sprinkler Co. and Star Sprinkler Inc. from 1995 to 2001. A listing of all the models covered under this voluntary replacement program is available on-line at the CPSC website. Central initiated this recall because it discovered the performance of these O-ring sprinklers can degrade over time. These sprinkler heads can corrode or minerals, salts and other contaminants in water can affect the rubber O-ring seals. These factors could cause the sprinkler heads not to activate in a fire. The fire sprinkler

heads have the words "CENTRAL" or "STAR", the letters "CSC", the letter "G" in triangle, or a star-shaped symbol stamped on either the metal sprinkler frame or on the deflector. The model designation and date may also be stamped on the frame or deflector. The deflector is the flower, or gear-shaped metal piece at one end of the sprinkler head.

**Recommended Remediation:** All Central Brand sprinkler heads should be recommended for replacement.

## **9. Cadet Brand Electric In-wall Heaters**

Cadet Manufacturing produced in-wall electric heaters under the brand names Cadet and Encore that were sold and installed in single- family and multi- family residential projects from 1982 through 1999. The units were primarily distributed in Oregon, Washington, California, Idaho, Montana, and Wyoming. The heater models that are part of the most recent recall list (February 17, 2000) are as follows: FW, FX, LX, TK, ZA, Z, RA, RK, RLX, RX and ZC. The CPSC alleges that these particular models of heater are defective and overheat and catch fire. Flames, sparks or molten particles can spew through the front grill cover of the heater into the living area, putting residents at risk from fires. The heaters can also become energized creating a risk of electric shock.

**Recommended Remediation:** All Cadet brand heaters should be replaced immediately. Repairs to these units, such as limit switch replacement, are no longer considered an acceptable remediation method by the Consumer Product Safety Commission (CPSC).

## **C. UNIT APPLIANCES AND EQUIPMENT**

Any appliances or equipment identified by the Consumer Product Safety Commission (CPSC) as subject to recall must be identified. The Property Evaluator should be aware of recalled appliances and equipment, and make recommendations for replacement or repair consistent with the CPSC guidelines. Any costs for the necessary repair or replacement of recalled equipment should be included in the Cost Estimate Schedules.



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## Gregory R. Beste

**Education:** Bachelor of Architecture, University of Kansas  
Bachelor of Environmental Design, University of Kansas

**Licenses/Registrations:** Architect, South Carolina #3306  
Architect, North Carolina #5526  
Architect, Georgia #RA006793  
Architect, Florida #AR0017421  
Various other states

**Years of Experience:** 30+

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### Summary of Professional Experience

Mr. Beste has over 30 years of professional experience in architectural design and management, property condition assessments, construction management, forensic building analysis, and construction monitoring. Mr. Beste is responsible for conducting and reviewing Property Condition Assessments (PCA) scopes including ASTM E2018, Fannie Mae, Freddie Mac, and client specific requirements in order to facilitate real estate loan and acquisition transactions. Such projects have ranged in scope and complexity from low-rise apartment complexes, to high rise multi-family towers.

Mr. Beste has conducted over 900 property/damage assessments and over 11.4M square feet of roof inspections. He has also performed technical investigations of construction defects, incidents or losses related to all types of real estate property including office buildings, apartment buildings, hotels and motels, warehouse and industrial buildings, parking garages, retail strip centers and stand-alone stores, nursing homes, and mobile home parks.

Mr. Beste has owned and managed professional architectural firms and has been responsible for technical accuracy, business development, marketing and client management. He has managed day-to-day office operations and provided quality control along with staff training and mentoring.

## ASSESSMENT AND CONSULTING SERVICES

### Affiliations/Associations/Memberships/Certifications:

America Institute of Architects, (AIA), 1986 to Present

- Hilton Head Local Chapter Board member, Chairperson 1995
- South Carolina Chapter Board member, State Director 1996

National Disaster Assistance Committee 2011-Present

- South Carolina Disaster Assistance Committee 2013-Present
- Juror for National Disaster Plan Grant Program 2012

National Council of Architectural Registration Boards (NCARB)

- Certificate Holder 1986 to Present

International Association of Building Envelope Consultants (RCI)- 2012 to Present

International Code Council (ICC), 1990 to Present

Building Official Membership Council 2011-Present

Global Membership Executive Council 2012-Present

Lutheran Church Extension Fund

- National Architectural Advisory Committee 1991-Present
- Executive Committee 1999-04, 2014-18, Chairperson 2003, 2017
- Juror for national design awards 2012

Society of American Registered Architects

- Juror for national design awards 2000

California Earthquake Damage Assessment Certification

California Emergency Management Agency (Cal-EMA)

- Safety Assessment Program Certification 2011 to Present
- Safety Assessment Program Train the Trainer 2011 to Present



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## Daphne M. Douglas

Education: Bachelor of Architecture, Tuskegee University

Licenses/Registrations N/A

Years of Experience: 15+

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### Summary of Professional Experience

Ms. Douglas has over 15 years of professional experience in architectural design, construction documentation, construction management, and site and building analysis. Her broad and solid experience has been gained by completing and managing numerous projects throughout the United States. Ms. Douglas' engineering and construction experience is comprised of education institutions, healthcare facilities, commercial facilities and multi-family residential properties. She has a keen ability to understand all aspects of engineering involved in real estate due diligence studies.

Ms. Douglas' architecture experience enables her to conduct property condition evaluations achieving higher levels of consistency. Ms. Douglas' property condition assessment experience extends from the initial Property Condition Site Assessment inspection to the preparation of detail technical reports with scopes including ASTM for underwritings, CMBS, Fannie Mae, Freddie Mac, HUD – Multifamily Accelerated Processing (MAP) along with client specific requirements in order to facilitate with the Real Estate Loan Transactions. She has managed numerous property condition assessment investigations projects, including shopping centers, commercial properties, industrial developments, medical facilities, hospitality properties, and multifamily properties. Ms. Douglas is experienced in identifying immediate repairs and calculating replacement reserves for a variety of loans and specialty lending programs.

# EXHIBIT “E”

CBRE Property Condition Assessment Report for Village Square Apartments, dated  
August 8, 2017

Westland 000133- Westland 000288

# EXHIBIT “E”

# Property Condition Report for Mortgage Financing Purposes

Village Square Apartments  
5025 East Nellis Oasis Lane  
Las Vegas, NV 89115  
CBRE Project No.: PC70736713-101

Prepared For:  
SunTrust Bank

[www.cbre.com/Assessment](http://www.cbre.com/Assessment)

**CBRE**

Westland000133

**APP1591**



55 West Red Oak Lane  
White Plains, New York 10604  
914.694.9600 Tel  
914.694.1335 Fax

August 8, 2017

Mr. Tyler Paul  
Deputy Chief Underwriter  
Pillar Financial, a Division of SunTrust Bank  
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Frisco, Texas 75034  
469.403.2127 Phone  
[tyler.paul@pillarfinance.com](mailto:tyler.paul@pillarfinance.com)

Re: Property Condition Assessment for Mortgage Financing Purposes  
Village Square Apartments  
5025 East Nellis Oasis Lane  
Las Vegas, NV 89115  
Project No. PC70736713-101

Dear Mr. Paul:

Attached is our PCA outlining the general physical conditions observed on August 1, 2017 during our walk-through survey, complete with our Modified Capital Reserve Schedule. The scope of this assignment, methodology, protocol, and limiting conditions are outlined within this PCA.

Sincerely,

CBRE, Inc. – Assessment and Consulting Services

A handwritten signature in black ink that reads "Samantha Spano".

Samantha Spano, E.I.T.  
Property Condition Assessor

A handwritten signature in black ink that reads "Greg Beste".

Reviewed By: Greg Beste  
Director, Property Condition Assessment

SMS/gb/jj

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Acronyms and Definitions

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## APPENDICES

Exhibit B: Photo Documentation  
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Additional Appendices

## 1. EXECUTIVE SUMMARY

### 1.1. Summation of PCA Findings

At the request of SunTrust Bank, CBRE, Inc. ("CBRE") performed a Property Condition Assessment (PCA) on the below noted property. The purpose of this PCA is to assess the overall physical condition of the Property and was performed in accordance with the Fannie Mae Instructions for Performing a Property Condition Assessment (Form 4099 – Version 2.2 dated 7/16). This PCA does not contain additional Modules.

Item	Description
CBRE Project No.:	PC70736713-101
Date of Assessment:	August 1, 2017
Property Name:	Village Square Apartments
Street Address:	5025 East Nellis Oasis Lane
City, State, and Zip:	Las Vegas, NC 89115
Primary Use:	Multi-Family
Building Age / Age of Phases:	1988 – 29 years old
Year Renovated:	2014-2017
Reported Site Area:	7.98 acres
Parcel configuration:	Contiguous
Rentable Square Feet:	164,235 SF
Number of Units:	409 UNITS
Number of Apartment Buildings:	7
Number of Ancillary Buildings:	One single story leasing office (with 1BR apartment on 2 <sup>nd</sup> floor)
Number of Stories:	Two
Age of Roofs:	Three of the roofs were replaced in 2016 and therefore are one year old; The remaining three roofs are original and are scheduled for replacement in late 2017
CBRE Field Observers:	Daphne Douglas
Site Contact/Escort(s):	Gustavo Ayon-Navarro, Maintenance Supervisor Ellen Weinstein, Chief Executive Office



## Section 1: Executive Summary

### Section 1.2: Summary of Recommended Repairs and Replacement Cost Estimates

**Summary of Recommended Repairs and Replacement Cost Estimates**

	Cost	Reference
Immediate Repairs: Life Safety Items (may impact health or safety)	\$0	See Table 1.4
Immediate Repairs: Critical Items (Recommend Completion within 6 months)	\$22,550	See Table 1.4
Immediate Repairs: Deferred Maintenance (Recommended Completion with 12 months)	\$45,523	See Table 1.4
<b>Total of Immediate Repairs</b>	<b>\$68,073</b>	<b>See Table 1.4</b>
Replacement of Capital Items (Uninflated per unit / per annum)	\$210	See Table 1.5
Replacement of Capital Items (Inflated per unit/ per annum)	\$248	See Table 1.5
Inflation Rate:	3.0%	



### 1.3. Red flag Checklist

System/Component		Yes	No	NA	Report Section
Are any buildings/improvements in a SFHA Flood Zone?			X		5.1.2.1
Is aluminum branch circuit wiring present at the property?			X		3.3.5
Are apartment unit fuse boxes present?			X		3.3.5
Is the apartment unit main disconnect breaker <u>less than</u> 60 Amps?			X		3.3.5
Is Galvanized or Polybutylene Piping present?			X		3.3.1
Are there centralized boilers for heat?		X			3.3.3
If yes, are the centralized boilers high pressure, regulated?		X			3.3.3
Are there centralized hot water heaters?			X		3.3.1
If yes, are the hot water heaters high pressure & regulated?				X	3.3.1
Is HVAC centralized?			X		3.3.3
If yes indicate # of buildings affected	NA				3.3.3
Seismic Analysis – Does the PGA exceed 0.15g or 15%?			X (0.13g)		5.1.1

Enter Lender Name

Section 1: Executive Summary  
Section 1.4: Immediate Repairs

Assessment Date(s):	8/1/2012
Year Built:	1988
Age(s):	29
Total Net Rentable SF:	164235
No. Dwelling Units:	409
Inflation Rate	3.00%
Estimated Annual Unit Turnover:	1.00%

Life Safety: Items that may impact the health or safety of residents, employees or visitors						
Item	Quantity	Unit	Unit Cost	Total Cost	Brief Description	Section Reference
None				\$ -		
Subtotal: Life Safety				\$ -		
Critical Repair: Items recommended for completion within the next six months.						
Façade, Stucco Repairs	2	Each	\$1,600.00	\$ 3,200	Stucco claddd columns were found cracked and severely damaged. This condition was observed near Unit 9 and 377. Test hammer all areas to break-back to sound material, clean cracks of loose material, and re-parge surfaces. Upon completion apply a cementitious coating to all surfaces.	3.2.3
Repair Cracked Concrete Decks	7	Bldg	\$800.00	\$ 5,600	Cracked, depressed and broken sections of concrete decks on elevated walkways. This condition was observed near Unit 66, 78, 102, 64, 116 thru 122, 150 - 156 and throughout. Most of these cracks can be patched with a non-shrinking grout.	3.2.5.1
Roof Repair	5	Bldg	\$750.00	\$ 3,750	Broken and missing Spanish concrete roof tiles were observed near Unit 164. All broken and missing tiles should be replaced at this time.	3.2.4
Unit 101 Car Damage	1	Each	10000	\$ 10,000	Unit 101's stucco claddd sidewalk exhibited excessive vehicular damage. Reportedly a car drove into the stucco claddd sidewalk. Plywood was observed over the window and sections of the wall, and plastic was draped over the interior sections of wall. Despite conditions, the tenant is still occupying the unit which will eventually be classified as down. Repairs should continue as planned.	3.1.3
Subtotal: Critical Repair				\$ 22,550		

Section 2: Immediate Repairs

Westland000140 consultant

APP1598

Enter Lender Name

Deferred Maintenance: Non-recurring capital items typically recommended for completion within 12 months.							
Asphalt Pavement Remediation	212,625	SF	\$0.18	\$	38,273	Asphalt pavement exhibited excessive alligator cracking, open cracks, potholes and overall surface deterioration throughout the parking lot and interior roadways. CBRE recommends crack sealing and minor repairs as needed at this time. Also the parking stalls, handicap parking markings and driveway directional arrows were noted to be faded and worn. All affected areas should be re-stripped.	3.1.4.1
Repair/Replace Condensing Units	5	Each	\$850.00	\$	4,250	Several split system wall mounted air conditioning components were found to be old, not operating properly or not operational. All non-functioning or damaged systems should be repaired at this time.	3.3.3
Replace Damaged Concrete Wheel stops	40	Each	\$75.00	\$	3,000	Broken concrete wheel stops were observed throughout the parking lot. All broken wheel stops should be replaced at this time.	3.1.4.1
Subtotal: Deferred Maintenance				\$	45,523		
Total Immediate Repairs				\$	68,073		

Items of Note

Items of Note: Non-Life Safety, typically have an aggregate cost less than \$3,000 (\$1,000 or less for Small Mortgage Loans) and can be addressed by on-site staff.		
Item	Brief Description	Section Reference
Repair Drainage Swales	Drainage swales noted with excessive concrete cracking throughout the interior roadways. Remove deteriorated sections, prepare bed, and install new 4" thick swales. Sections that exhibit cracks but that do not warrant replacement should have all cracks pointed with a non-shrink grout.	3.1.2
Concrete curbs	Concrete curbs exhibited broken and cracked concrete. We recommend removal of damaged portion and replacement with new curbs to match existing.	3.1.4.1
Soffit Damage	Square opening near Unit 183 was observed in the soffit of the walkway. Repair and match surrounding finishes.	3.2.3
Overgrown trees	Overgrown palm trees were noted obstructing the sidewalks adjacent to the pool and overhanging buildings. The trees should be trimmed at this time.	3.1.2.1
CMU Refuse Container Repairs	CMU refuse container enclosure walls were found with broken and chipped CMU sections. All broken and chipped CMU sections should be repaired and re-painted to match the existing.	3.1.5

Section 1: Executive Summary  
Section 1.5 Replacement of Capital Items Schedule

Assessment Date(s):	8/1/2017
Year Built:	1988
Age(s):	29
Total Net Rentable SF:	164235
No. Dwelling Units:	409
Inflation Rate:	3.00%
Estimated Annual Unit Turnover:	0.00%
Years in Term:	12

Replacement of Capital Items																							
Section No	Item	Capital Expense Category (Choose Category from Dropdown Menu)	AVERAGE EUL (yr)	EFFECTIVE AGE (yr)	RUL (yr)	QUANTITY	UNIT OF MEASURE	Unit Cost	Total Cost over Eval. Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		
3.1	Site																						
3.1.1.1	Asphalt Pavement seal, stripe, minor repair	Parking / Paving/ SideWalks	6	1	5	212,625	SF	\$ 0.18	\$ 76,545						\$ 38,273							\$ 38,273	
3.2.7	Pool/Spa Plastering	Other Site Capital Expense	10	6	4	2	LS	\$ 7,000.00	\$ 14,000					\$ 14,000									
3.2.7	Pool/Spa Equipment	Other Site Capital Expense	10	6	4	3	EA	\$ 2,000.00	\$ 6,000					\$ 6,000									
3.2.7	Sports/courts repair, exterior lighting, tree removal/pruning, landscape/irrigation	Other Site Capital Expense	10	7	3	1	LS	\$ 6,500.00	\$ 6,500				\$ 6,500										
3.2	Structural Frame and Building Envelope (Architectural Components)																						
3.2.3	Paint/Caulk - Cladding	Building / Exterior	8	2	6	409	Unit	\$ 325.00	\$ 132,925							\$ 66,463	\$ 66,463						
3.3	Mechanical / Electrical / Plumbing Systems																						
3.3.3	Condenser, Remote Split - Component	HVAC and Other Building Systems	20	19	1	245	EA	\$ 500.00	\$ 122,496	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208	\$ 10,208
3.3.3	Fan Coil/Forced Air Unit - Component	HVAC and Other Building Systems	35	34	1	140	EA	\$ 850.00	\$ 119,004	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917	\$ 9,917
3.3.3	Boiler, Central Hot Water (refurbish)	HVAC and Other Building Systems	25	18	7	2	EA	\$ 12,000.00	\$ 24,000									\$ 24,000					
3.3.3	Water Heater Tank Type (40-50 Gallons)	HVAC and Other Building Systems	15	10	5	6	EA	\$ 2,600.00	\$ 15,600							\$ 7,800	\$ 7,800						
3.4	Interior Elements (Dwelling Units / Common Area)																						
3.4.4	Carpet / Wood Strip	Carpeting and Vinyl Expense	9	8	1	545	EA	\$ 500.00	\$ 272,500	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708	\$ 22,708
3.4.4	Replace Vinyl Flooring	Carpeting and Vinyl Expense	15	14	1	327	EA	\$ 200.00	\$ 65,400	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450	\$ 5,450
3.45.2	Countertop Slaves, Replacement	Appliance Capital Expenditures RR	25	24	1	173	EA	\$ 250.00	\$ 43,250	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604	\$ 3,604
3.45.2	Refrigerator, Replacement	Appliance Capital Expenditures RR	15	14	1	327	EA	\$ 400.00	\$ 130,800	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900
3.5	Miscellaneous/Other																						
								\$ -															
Total Uninflated									\$1,029,020	\$62,788	\$62,788	\$69,288	\$82,788	\$101,060	\$137,050	\$137,050	\$16,788	\$62,788	\$62,788	\$101,060	\$62,788		
Total, Inflated (annual inflation factor #3%)									102,020	107,006	106,006	108,276	112,555	115,936	119,216	122,996	128,286	130,486	134,996	138,426			
Cumulative Total									\$62,788	\$64,672	\$73,506	\$90,465	\$112,344	\$156,870	\$163,645	\$166,736	\$199,536	\$81,924	\$136,816	\$86,913			
Annual Cost Per Unit / Year (uninflated)									\$210														
Annual Cost Per Unit / Year (inflated)									\$248														

## 1.6. General Physical Condition

Generally, the Subject was observed to be in overall good condition. Maintenance appears to be generally adequate. Management was generally cooperative with our requests and there were no general areas to which we were denied access.

CBRE did observe the following deficiencies during the course of our walkthrough survey:

**Landscaping:** Overgrown palm trees were noted obstructing the sidewalks adjacent to the pool. The trees should be trimmed at this time. This is an Item of Note.

**Asphalt Pavement:** Asphalt pavement exhibited excessive alligator cracking, open cracks, potholes and overall surface deterioration throughout the parking lot and interior roadways. CBRE recommends crack sealing and minor repairs as needed at this time. Also the parking stalls, handicap parking markings and driveway directional arrows were noted to be faded and worn. All affected areas should be re-striped. These items are a Deferred Maintenance repairs.

**Curbs:** Concrete curbs exhibited broken and cracked concrete. We recommend removal of damaged portion and replacement with new curbs to match existing. This is an Item of Note.

**Damaged Wheel Stops:** Broken concrete wheel stops were observed throughout the parking lot. All broken wheel stops should be replaced at this time. This is a Deferred Maintenance item.

**Concrete Decks:** Cracked, depressed and broken sections of concrete decks on elevated walkways. This condition was observed near Unit 66, 78, 102, 64, 116 thru 122, 150 – 156 and throughout. Most of these cracks can be patched with a non-shrinking grout. These are Critical Repairs.

**Refuse Containers:** CMU refuse container enclosure walls were found with broken and chipped CMU sections. All broken and chipped CMU sections should be repaired and re-painted to match the existing. This is an Item of Note.

**Drainage Swales:** Drainage swales noted with excessive concrete cracking throughout the interior roadways. Remove deteriorated sections, prepare bed, and install new 4" thick swales. Sections that exhibit cracks but that do not warrant replacement should have all cracks pointed with a non-shrinking grout. This is a deferred maintenance item.

**Unit 101 Car Damage:** Unit 101's stucco clad wall exhibited excessive vehicular damage. Reportedly a car drove into the stucco clad wall. Plywood was observed over the window and sections of the wall, and plastic was draped over the interior sections of wall. Despite conditions, the tenant is still occupying the unit which will eventually be classified as down. Repairs should continue as planned. This is a Critical Repair.

**Facades:** Stucco clad columns were found cracked and severely damaged. This condition was observed near Unit 9 and 377. Test hammer all areas to break-back to sound material, clean cracks of loose material, and re-parge surfaces. Upon completion apply a cementitious coating to all surfaces. These are Critical Repairs.

**Roofs:** Broken and missing Spanish concrete roof tiles were observed near Unit 164. All broken and missing tiles should be replaced at this time. This is a Critical Repair.

**HVAC:** Several split system wall mounted air conditioning components were found to be old, not operating properly or not operational. All non-functioning or damaged systems should be repaired at this time. This is a Deferred Maintenance item.

**Damaged Soffit:** Square opening near Unit 183 was observed in the soffit of the walkway. Repair and match surrounding finishes. This is an Item of Note.

### 1.7. Reported Renovations & Capital Improvements

Property Management and ownership have indicated that the property underwent a partial renovation in 2016 consisting of the renovation of 4 units, and the roof systems of 3 buildings. Renovations to 26 of the units are upcoming planned renovations as part of a property improvement plan for late 2017. Proposed improvements also include the remaining roof replacements. The roof work is under contract and no costs have been included for the scope of work during the term.

It is our opinion that the RUL of the property is at least an additional 35 years, and it can be used for its intended purposes for the same period, provided that: recommended repairs identified within this report are completed, physical improvements receive continuing maintenance, and the various components and/or systems are replaced or repaired in a timely basis as needed.

### 1.8. Site Visit, Interviews and Documentation

Individuals, departments, or firms contacted for research purposes consisted of:

Name	Department/Title	Telephone No.
Gustavo Ayon-Navarro	Maintenance Supervisor	(not provided)
Ellen Weinstein	Chief Executive Office	(not provided)
N/A	Las Vegas Planning Department	(online form)

CBRE requested that the owner or their designated representative complete a Pre- Site Visit Questionnaire prior to our site visit in order to ascertain historical information and maintenance records. As of the date of this report, CBRE has not received the completed and signed questionnaire.

**Section 1: Executive Summary**  
**Section 1.9: Property Useful Life Table**

No.	ITEM	AVERAGE EUL (yr)	EFFECTIVE AGE (yr)	RUL (yr)	RUL: EUL Ratio	RATING 1 - 5, NA	ACTION ITEM (IM / RR / R&M / No / NA)	PCA Report Section Reference for Comments	Source of Cost Estimate (Footnote, if needed)
<b>SITE COMPONENTS</b>									
1	Storm Drainage	50	29	21	42%	2	IM, R&M	3.1.2.3	CBRE
2	Parking Pavement	25	20	5	20%	3	IM, RR	3.1.4.1	CBRE
3	Seal coat and Striping	6	1	5	83%	3	IM, RR	3.1.4.1	CBRE
4	Sidewalks	40	20	20	50%	2	R&M	3.1.4.3	CBRE
5	Utilities (sanitary and storm sewers, water, gas and electric lines/mains)	50	25	25	50%	2	R&M	3.1.3	CBRE
6	Site Lighting	40	20	20	50%	2	R&M	3.2.9	CBRE
<b>STRUCTURAL FRAME AND BUILDING ENVELOPE (ARCHITECTURAL COMPONENTS)</b>									
7	Foundations	75	29	46	61%	2	R&M	3.2.2.1	CBRE
8	Structural System (framing)	75	29	46	61%	2	R&M	3.2.2.2	CBRE
9	Exterior Walls, Siding, Paint	8	2	6	75%	3	IM, RR	3.2.3	CBRE
10	Windows and Frames	50	29	21	42%	2	R&M	3.2.6.2	CBRE
11	Exterior Doors and Frames	50	29	21	42%	2	R&M	3.2.6.1	CBRE
12	Balconies, Stairs and Upper Level Walkways	50	29	21	42%	3	R&M	3.2.5.1	CBRE
13	Roof Coverings	25	2	23	92%	2	IM, R&M	3.2.4.1	CBRE
14	Roof Drainage	25	2	23	92%	2	R&M	3.2.4.2	CBRE
<b>MECHANICAL/ELECTRICAL/PLUMBING SYSTEMS</b>									
15	Heating Equipment	35	34	1	3%	3	RR	3.3.3	CBRE
16	Air Conditioning Equipment	20	19	1	5%	3	IM, RR	3.3.3	CBRE
17	Building Management Systems	15	0	15	100%	NA	NA		CBRE
18	Electrical Systems	70	29	41	59%	2	R&M	3.3.5	CBRE
19	Domestic Water Distribution	50	29	21	42%	2	R&M	3.3.1	CBRE
20	Water Heaters	15	9	6	40%	3	RR	3.3.1	CBRE
21	Gas Distribution System	60	29	31	52%	2	R&M	3.3.2	CBRE
<b>VERTICAL TRANSPORTATION</b>									
22	Elevators	60	0	60	100%	NA	NA	3.3.7	CBRE
<b>LIFE SAFETY / FIRE PROTECTION</b>									
23	Fire Suppression	60	29	31	52%	2	R&M	3.3.6.1	CBRE
24	Fire Alarms	25	10	15	60%	2	R&M	3.3.6.2	CBRE
25	Carbon Monoxide Detectors (if required)	10	5	5	50%	2	R&M	3.3.6.2	CBRE
26	Security Alarms	20	0	20	100%	NA	NA	3.3.6.2	CBRE
<b>INTERIOR ELEMENTS (DWELLING UNITS / COMMON AREAS)</b>									
27	Common Area FF&E	15	0	15	100%	NA	NA	3.4.1	CBRE
28	Overall Unit Interiors	40	20	20	50%	3	RR	3.4.4	CBRE
29	Kitchen Cabinetry and Countertops	40	20	20	50%	3	R&M	3.4.5.1	CBRE
30	Kitchen Appliances	15	14	1	7%	3	RR	3.4.5.2	CBRE
31	Unit Washer/Dryer	15	0	15	100%	NA	NA	3.4.5.2	CBRE
32	Unit Cabinetry / Vanity	40	20	20	50%	3	R&M	3.4.6	CBRE
<b>Overall Property Rating</b>						<b>3</b>			

(1) Immediate Repairs (IM); Replacement Repairs (RR), Repairs & Maintenance (R&M).

The PCA Consultant should indicate "NA" in the column if that system or component does not exist at the Property.

In completing the Property Useful Life Table for the Property, the PCA Consultant should use the following definitions:

"EUL" is the typical Estimated Useful Life for the specified system/component, guidelines provided in Appendix F to the Instructions.

"Eff Age" is the Effective Age of the specified system or component based on the PCA Consultant's assessment of the condition of the same.

"RUL" is the Remaining Useful Life of the specified system or component based on the EUL minus the Effective Age.

"RUL:EUL Ratio" is the ratio of RUL for the specified system or component divided by the EUL for the specified system or component.

**Section 1: Executive Summary**  
**Section 1.10: Summary of Known Problematic Building Materials**

**Known Problematic Building Materials Identified**

	Identified (Yes / No)	Action Recommended (Yes / No)	Section Reference
Fire Retardant Treated Plywood (FRTD)	NO	NA	3.2.2.2
Compressed Wood or Composite Board Siding	NO	NA	3.2.3
Exterior Insulation and Finishing (EIFS)	NO	NA	3.2.3
Problem Drywall (aka "Chinese Drywall")	NO	NA	3.4.1
Unit electrical capacity less than 60 amps	NO	NA	3.3.5
Aluminum Branch Wiring	NO	NA	3.3.5
Electrical Overload Protection - Fused Subpanels	NO	NA	3.3.5
Federal Pacific Electric Stab-Lok panels	NO	NA	3.3.5
Ground Fault Circuit Interrupter (GFCI) in wet / exterior locations	YES	NA	3.3.5
Polybutylene Water Distribution Lines	NO	NA	3.3.1
Galvanized Steel Water Distribution Lines	NO	NA	3.3.1
Recalled fire sprinkler heads (Central, Omega, Gem, Star)	NO	NA	3.3.6.1
Recalled Cadet Brand Electric in-Wall Heaters	NO	NA	3.3.3
Recalled General Electric / Hotpoint dishwashers	NO	NA	3.4.5.2
Microbial Growth	NO	NA	4.1
Wood Destroying Organisms	NO	NA	4.2
Include any additional Known Problematic Materials identified but not included above:			



### 1.11. Purpose and Reliance

Suntrust Bank ("SunTrust") contracted with CBRE, Inc. ("CBRE") to conduct a Property Condition Assessment (PCA) for the purposes of rendering an opinion of the Subject's general physical condition as of the day of our site visit, in accordance with the scope and terms of our agreement with Client, and to prepare a PCA. A PCA cannot wholly eliminate the uncertainty regarding the presence of physical deficiencies and/or the performance of the Subject property's building systems.

Preparation of this this PCA is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or systems failure and to reduce the potential that such component or system may not be initially observed. There may be physical deficiencies that were not easily accessible for discovery, readily visible, or which could have been inadvertently overlooked. The results of our observations, together with the information gleaned from our research and interviews, were extrapolated to form both the general opinions of the Subject's physical condition and the Opinions of Probable Costs to remedy the physical deficiencies. This PCA must be used in its entirety, which is inclusive by reference to the agreement and limiting conditions under which it was prepared.

This PCA was specifically prepared for the use and reliance of SunTrust and Fannie Mae, together "a potential mortgagee," as an aid in underwriting and evaluating the collateral that would secure the Subject's mortgage. This PCA is exclusively for the use of SunTrust and Fannie Mae and is not for the use and benefit of, nor may it be relied upon by, any other person or entity, for any purpose, without the advance written consent of CBRE or as described in this PCA.

THIS REPORT IS THE PROPERTY OF CBRE, SUNTRUST AND FANNIE MAE AND WAS PREPARED FOR A SPECIFIC USE, PURPOSE, AND RELIANCE AS DEFINED WITHIN THE AGREEMENT BETWEEN CBRE AND SUNTRUST AND THIS REPORT. THIS REPORT MAY NOT BE USED OR RELIED UPON BY ANY OTHER PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CBRE. THERE SHALL BE **NO THIRD PARTY BENEFICIARIES**, INTENDED OR IMPLIED, UNLESS SPECIFICALLY IDENTIFIED HEREIN.

## 1.12. Scope

The scope of this survey included the following:

- 1.12.1. A single site visit was conducted consisting of a “walk-through” survey and representative observation of a minimum of approximately 10% of the units including all down units and all vacant units that have been vacated for more than 90 days, base building support areas, systems, roofs, etc. This PCA was not a building code, safety, regulatory, or environmental compliance inspection.
- 1.12.2. This building survey was conducted from street level and/or balcony level. The riding of scaffolding equipment was outside the scope of this PCA.
- 1.12.3. Neither physical nor invasive tests were conducted, nor were any samples collected or materials removed. Therefore, CBRE makes neither representations nor warranties regarding the moisture resistance of EIFS, curtainwalls, or other building envelope systems that would not otherwise be readily observable. Therefore, the waterproof integrity of such systems is considered outside the scope of this PCA.
- 1.12.4. Inquiries were made of the municipal building department to determine whether there were any material code violations on file. Code compliance inspections of the systems and components of premises, however, were beyond the scope of the Services provided.
- 1.12.5. Photographs were taken to document existing conditions, representative areas or systems, significant deficiencies, and/or evidence of deferred maintenance.
- 1.12.6. Opinions of Probable Costs were prepared, in accordance with criteria herein, for work to remedy the material physical deficiencies observed and to prepare a Modified Capital Reserve Schedule.
- 1.12.7. All of the above were evaluated and this report was prepared in a summary, non-narrative format that complies with the format established by Fannie Mae.
- 1.12.8. No measurements or counts of systems, components, floor areas, rooms, etc. or calculations were prepared.
- 1.12.9. This limited scan is not to be construed as a mold survey, which entails a thorough, specific inspection and also often includes destructive testing or the survey of areas behind walls, above ceilings, in tenant spaces and in other typically inaccessible areas. Moreover, CBRE does not warrant that all mold at the Subject has been identified, as mold may exist in unsurveyed areas or may have occurred subsequent to our site survey. During our survey, CBRE surveyed 10% of the units including all vacant and down units and at least 10% of the common areas. CBRE also performed interviews with property management concerns the potential for mold growth and HVAC maintenance history.

### 1.13. CBRE Certification

CBRE Assessment Services certifies that:

- A. We have no present or contemplated future interest in the real estate that is the subject of this report;
- B. We have no personal interest or bias with respect to the subject matter of this report, its ownership, management, or any of the Subject's service companies or vendors;
- C. To the best of our knowledge and belief, any statement of fact contained in this report and any information provided by others, upon which our evaluation, opinions, and recommendations expressed herein are based, are true and correct;
- D. The compensation received for this report is not contingent on any action or event resulting from the evaluations, opinions, recommendations, or the Opinions of Probable Costs expressed herein, or the use of this report;
- E. This PCA was prepared in accordance with the required protocols and standards set by Fannie Mae.
- F. The Property Evaluator performing this evaluation has the minimum standards and protocols set by Fannie Mae.
- G. This PCA was prepared to disclose observed existing conditions and for information purposes only. CBRE does not warrant or guarantee the results of any of its opinions, information provided by others, or the adequacy of the Opinions of Probable Costs provided to remedy the Physical Deficiencies or for the Modified Capital Reserve Schedule; and
- H. This PCA was prepared with the standard of care and skill ordinarily exercised by single-source construction consultants that specialize in conducting general overview, ASTM baseline PCA surveys under similar budget and time constraints on behalf of mortgagees for underwriting due diligence purposes.

2. PROPERTY EVALUATOR TEAM MEMBERS

2.1. Property Evaluator Team Members

Field Observer	Reviewer/Project Manager	Managing Director
		
Daphne Douglas Property Condition Assessor	Greg Beste Director, Property Condition Assessment	Randall Ward Managing Director – Agency & Multifamily Services

### 3. PROPERTY CHARACTERISTICS

#### 3.1. Site Components

##### 3.1.1. Configuration and Size

###### 3.1.1.1. Configuration

The Subject consists of a single parcel of land that is rectangular in shape.

**Observations/Comments:** The site's configuration showed no areas of concern. No further action is required at this time.

##### 3.1.2. Site Landscaping, Topography and Drainage

###### 3.1.2.1. Landscaping

The Subject is improved with trees, a variety of shrubs throughout the property. A dog-walk area is provided with AstroTurf.

**Observations/Comments:** Landscaped areas were observed to be in good condition. Lawns and plantings have the appearance and earmarks of being professionally maintained.

Of note, overgrown palm trees were noted obstructing the sidewalks adjacent to the pool. The trees should be trimmed at this time. We received a copy of a tree trimming and removal proposal from Sunsate Companies to perform this work as well as some other aesthetic alterations as requested by ownership. A copy of this proposal is included in the Exhibits section of this report. This is an Item of Note.

###### 3.1.2.2. Topography

The topography of the general area can be characterized as having a gentle pitch that poses no apparent adverse conditions.

**Observations/Comments:** The site's gentle pitch poses no apparent adverse conditions. No further action is required at this time.

###### 3.1.2.3. Drainage

Surface drainage is achieved through a combination of interconnected system of catch basins and pavement sheet flow, and storm waters flow into the municipal storm water system.

**Observations/Comments:** Drainage appears adequate. No areas were observed that appear to be subject to chronic flooding. Such areas would typically be identified by surface staining), erosion, visibly clogged catchbasins, etc.

Drainage swales noted with excessive concrete cracking throughout the interior roadways. Remove deteriorated sections, prepare bed, and install new 4" thick swales. Sections that exhibit cracks but that do not warrant replacement should have all cracks pointed with a non-shrinking grout. We were provided with a proposal for concrete repairs by Sunland Asphalt. A copy of this document is included in the Exhibits section of this report. This is an Item of Note.

### 3.1.3. Site Water and Sanitary Lines

#### 3.1.3.1. Domestic Water/Sanitary Sewer Supply Lines

Domestic water and sanitary sewer mains service the buildings from underground mains that are tied into the local utility supply system. Underground piping at the property was not observable due to concealed conditions, and management was unaware of the type of materials present.

**Observations/Comments:** No concerns with the domestic water supply lines and sanitary service were observed or reported during our visit.

### 3.1.4. Flatwork, Parking Areas, and Walkways

#### 3.1.4.1. Parking Area Pavement and Curbing

Ingress and egress are provided to the property via two points, at paved entries from Nellis Oasis Lane at the north elevation of the Subject. All internal roadways and parking areas are paved with asphalt. Curbing consists of cast-in-place concrete. Precast concrete wheel stops are provided throughout the Subject.

**Observations/Comments:** For the most part, asphalt paved areas were found to be in fair condition. Asphalt pavement exhibited excessive alligator cracking, open cracks, potholes and overall surface deterioration throughout the parking lot and interior roadways. We were provided with a proposal for asphalt repairs by Sunland Asphalt. A copy of this document is included in the Exhibits section of this report. This is a Deferred Maintenance item.

Additionally, ongoing replacements are recommended for sealing, striping, and minor repairs over the term; see the Reserve Schedule.

Concrete curbing and wheel stops were found to be in fair to poor condition. Concrete curbs exhibited broken and cracked concrete. We recommend removal of damaged portion and replacement with new curbs to match existing. This is an Item of Note.

Broken concrete wheel stops were observed throughout the parking lot. All broken wheel stops should be replaced at this time. We were provided with a proposal for concrete curb repairs by Sunland Asphalt. A copy of this document is included in the Exhibits section of this report. This is a Deferred Maintenance item.

#### 3.1.4.2. Parking

On-site parking is provided for 405 cars in on-grade lots provided throughout the Subject property.

**Observations/Comments:** The open space parking areas appear to be generally adequate and typical to a property of this type; no deficiencies were observed or reported. No further action is required at this time.

The number of accessible spaces provided for the handicapped is more than sufficient. The ADA requires a minimum of 1 designated space be provided when the property has a leasing office and 29 ADA spaces are provided throughout the Subject property. No further action is required at this time.

#### 3.1.4.3. Walkways and Flatwork

The Property has concrete sidewalks and walkways located throughout the complex that are comprised of cast in place concrete with a light finish. The walkways are in placed along the building frontages and provide for pedestrian circulation throughout the complex.

**Observations/Comments:** Overall, sidewalks and flatwork were observed to be in fair to poor condition.

The pool deck was noted to be in generally good condition. No areas of significant cracking or deterioration were observed; the pool deck can be maintained within the normal operating budget during the term.

The basketball court was found to be in fair condition. During our survey the outdoor basketball court was found to be deteriorated and have excessive cracks due a lack of preventative maintenance. The court should be re-surfaced with an acrylic coating and re-striped. This is recommended early in the term.

#### 3.1.5. Site Fencing and Retaining Walls

The property boundary is provided with CMU walls at the perimeter of the Subject property. A chain-link fencing system is provided at the basketball court. Pool fencing and fencing at the dog-run consist of a factory coated tube steel decorative system with security gate. Elevated walkways are enclosed with factory coated tube steel. CMU refuse container enclosures are provided throughout the Subject.

**Observations/Comments:** The perimeter CMU walls were observed in generally good condition at the time of the site visit. Elevated walkway fencing is likewise in generally good condition. The fencing can be maintained within the normal operating budget during the term.

CMU refuse container enclosure walls were found with broken and chipped CMU sections. All broken and chipped CMU sections should be repaired and re-painted to match the existing. This is an Item of Note.

### 3.1.6. Parking Facility

The Subject does not have any covered parking; all parking is provided at grade in open air lots.

## 3.2. Architectural Components

### 3.2.1. Apartment Structures

The Subject Property consists of 6, two-story, wood framed stucco-covered structures that are configured in a rectangular configuration with a center court-yard area. Additional support buildings include a two-story leasing office. A two-bedroom unit is provided at the second floor of the leasing office building. The property was built in two phases. Phase I (3 buildings on the east side of the property as well as the leasing office building) was completed in 1988 and Phase II (3 buildings on the west side of the property) was completed in 1990. The improvements are original to the development and constructed of standard wood platform framing with concrete foundations and pitched wood framed roof systems. The floor joists are of standard wood frame systems with plywood sheathing and the roofs are flat with plywood sheathing.

### 3.2.2. Structural Systems

#### 3.2.2.1. Foundations

Drawings were not provided to CBRE. Although not visible, the substructure's foundation most likely consists of conventional reinforced concrete shallow spread footings and an integral slab on grade. This type of foundation usually has a perimeter load bearing footing and interior spot footings and thickened slab footings. The Subject does not have a sublevel such as a cellar, basement, or crawl space.

**Observations/Comments:** Only portions of the foundation slab edge were visible during the course of our site survey. Based on our representative areas of observation, the foundations exposed perimeter did not reveal any evidence of apparent structural distress. The building's foundation appears stable with no visible indications of adverse subsoil conditions such as subsidence. No further action is required.

#### 3.2.2.2. Superstructure

The superstructure consists of standard wood stud platform wall framing with wood joists, beams, columns and girders. Roof framing is composed of wood joists with plywood decking. Upper level floors are covered with a lightweight concrete topping and the ground floor is a slab on grade system. No attic area is provided.



**Observations/Comments:** General observations of the rooflines and sidewalls revealed them to be level and plumb, respectively, to the unaided eye. We did not observe any deficiencies with respect to the buildings' superstructure systems that warrant repair. No further action is required at this time.

### 3.2.3. Exterior Sidewall Cladding

The predominant sidewall system at each building consists of stucco. Sidewall surfaces have a moderately articulated design motif.

**Observations/Comments:** We observed the visible portions of the siding materials to be in generally good condition, however, some deficiencies were noted. Stucco cladded columns were found cracked and severely damaged. This condition was observed near Unit 9 and 377. Test hammer all areas to break-back to sound material, clean cracks of loose material, and re-parge surfaces. Upon completion apply a cementitious coating to all surfaces. This is a Critical Repair item.

Unit 101's stucco cladded sidewall exhibited excessive vehicular damage. Reportedly a car drove into the stucco cladded sidewall. Plywood was observed over the window and sections of the wall, and plastic was draped over the interior sections of wall. Despite conditions, the tenant is still occupying the unit which will eventually be classified as down. Repairs should continue as planned. This is a Critical Repair item.

Square opening near Unit 183 was observed in the soffit of the walkway. Repair and match surrounding finishes.

Periodic painting, caulking, and minor repairs are anticipated during the term. This has been included within the Reserve Schedule.

The type of wall insulation was not observable and is not known by management. Evidence of graffiti or vandalism was not noted.

### 3.2.4. Roofing Systems

#### 3.2.4.1. Roof Covering

The roof systems at the subject are gable Spanish tile with flat TPO air conditioning wells. The design is that of a flat roof with a slight, imperceptible pitch with several roofing penetrations. Spanish tile covered mansards lend architectural relief to the building façade and form a low parapet round the perimeter.

**Observations/Comments:** The roofing system was found to be in generally good condition. Three of the roof were replaced last year and the remaining roofs are planned to be replaced in late 2017. We were provided with a copy of the proposal for this work to be performed by The Original Roofing Company. This document is included in the Exhibits section of this report. No evidence of chronic water leaks or water stains were noted or reported.

However, broken and missing Spanish concrete roof tiles were observed near Unit 164. All broken and missing tiles should be replaced at this time. This is a Critical Repair item.

### 3.2.4.2. Drainage

The main roofs are drained by a series of interior roof drains connected to interior roof leaders. Secondary drains are provided adjacent to the primary drains. The leaders reportedly tie into the underground storm water system.

**Observations/Comments:** Roof drains appear to be adequate and typical to a property of this type in this geographical region. No further action is required at this time; however, we recommend bi-annual roof inspections to make sure that the roof drain flashings are watertight, and that the strainers are not clogged with debris or missing. This can be addressed as part of normal routine maintenance.

### 3.2.5. Appurtenances

#### 3.2.5.1. Balconies, Breezeways, Elevated Walkways, and Stairs

Upper level apartment units are accessed via an open stair and breezeway system. Elevated breezeway decking areas are supported by wood framing and consist of a lightweight concrete deck. Soffits in the breezeway consist of painted textured drywall. Sidewall surfaces are finished with painted compressed of stucco. The breezeways are integral to the building stairway systems.

Above-grade units are accessed from the buildings' exteriors through common exterior stair systems. Stairs are concrete treads held in place by steel brackets, and the stair and landing railings are of painted steel tubes with steel balusters.

**Observations/Comments:** Breezeway and elevated walkway decking, sidewalls, and ceiling finishes were found to be in fair condition. Cracked, depressed and broken sections of concrete decks on elevated walkways. This condition was observed near Unit 66, 78, 102, 64, 116 thru 122, 150 – 156 and throughout. Most of these cracks can be patched with a non-shrinking grout; see the immediate repairs table for costs. This is a Critical Repair.

Exterior stairs, landings, and railings were observed to be in good condition. No further action is required at this time.

### 3.2.6. Doors and Windows

#### 3.2.6.1. Exterior Doors

Each unit has a private exterior entry door constructed of solid core wood. Doors include knob-type hardware with a separate deadbolt.

**Observations/Comments:** Overall, the exterior entry doors were found to be in good condition with typical industry standard weather-stripping and door sweep assemblies. The doors can be maintained during the term as part of normal maintenance. Of note, a missing doorknob was observed at Unit 309. This doorknob should be replaced as part of routine maintenance.

### 3.2.6.2. Windows

Windows are of a punctuated design consisting of single-pane glass set within mill-finished aluminum frames. Window design types are sliding units, and windowsills are integral with the window frame.

**Observations/Comments:** Windows, which were observed from grade and from inside the units, appeared to be in generally good and operable condition with no major deficiencies. There were no active leaks either reported by management or disclosed as a result of our inquiries with the POC. No further action is required.

### 3.2.7. Amenities

Amenities at the property include an on-site leasing office, central laundry facilities, a picnic area, a dog-run, a basketball court, and two outdoor swimming pools and spa with surrounding concrete sundeck located in the center courtyard area.

The leasing office building is a two-story building of wood frame construction with exterior finish similar to the apartment buildings. Interior finishes include painted drywall walls and ceilings, ceramic tile and wood strip flooring.

The outdoor pools and spa are constructed of plaster lined concrete with ceramic coping tile at the water line. Both the outdoor pools and spa are surrounded by a concrete deck surface with broom finish. The pool deck area is equipped with outdoor patio furnishings and secured by way of factory coated tubular steel fencing system and automatic security gate.

The swimming pools and spa support equipment are located in a dedicated mechanical equipment room. The equipment consists of hot water heater, water filters and circulating pumps.

The Subject is provided with four central laundry facilities and are equipped with card operated washers and dryers.

**Observations/Comments:** The leasing office building exterior, interior finishes, and furnishings were noted to be in good condition and will require only routine maintenance over the evaluation period.

The pool and spa equipment appear to be in generally good condition. The age of the remaining equipment varies. Due to expected useful life (EUL) of this support equipment, pump, filter, and water heater replacement are anticipated over the evaluation period. Plastering of the pool and spa are also expected during the term; see the reserve schedule.

The card-operated washers and dryers are owned, serviced and maintained by an outside vendor, therefore, significant reserve costs are not anticipated for these components.

Energy Star and WaterSense rated appliances were not noted or reported as part of our walkthrough survey.

Of note, a broken concrete bench noted in the picnic area. The broken bench should be replaced or repaired. This item can be addressed by on-site staff as part of routine maintenance.

### 3.2.8. Common Area Finishes

The leasing office building interior finishes include painted drywall walls and ceilings, ceramic tile and wood strip flooring.

The apartment buildings are without common areas. Mail alcoves are provided at each building.

**Observations/Comments:** The common area finishes were observed to be in generally good condition and should only require routine maintenance during the term. Of note, baseboards were found to be missing in mail alcoves. This item can be addressed by on-site staff as part of routine maintenance.

### 3.2.9. Site Lighting

Site lighting consists mainly of centrally controlled building mounted high intensity discharge (HID) light fixtures. Incandescent, tenant controlled light fixtures that are surface mounted on exterior walls near entry, patio and balcony areas of the units were also observed. Pole mounted fixtures provide illumination for the pedestrian walkways.

**Observations/Comments:** The site lighting systems appear to be of standard design and style for a property of this type and should only require routine maintenance during the term.

Lighting controls appear to be satisfactory condition with no deficiencies reported or observed. No further action is required at this time.

## 3.3. Mechanical/Electrical/Plumbing Components

### 3.3.1. Water Distribution and Domestic Hot Water System

Due to concealed conditions, hot and cold-water piping was only partially observed during the site visit. However, based on limited observations and interviews with management, the supply piping appears to be of copper tubing.

Fixtures appear to be low flow type and were installed during the original development.

Domestic hot water is generated by two natural gas-fired boilers as well as natural gas fired water heaters with supplemental hot water storage tanks. Water heaters are full-height, tank-type units of 100-gallon capacity. Hot water lines are mostly concealed.

**Observations/Comments:** Representative observations of the supply piping and inquiries of the site contact did not reveal any significant deficiencies. Water pressure was reported to be adequate. According to the site contact, there has been no history of chronic leaks or other adverse issues. No further action is required at this time with respect to the supply piping.

The domestic hot water boilers vary in age and should be refurbished during the term. The water heaters vary in age and condition and are replaced on an as needed basis by property management. CBRE recommends ongoing standard replacements for these components on an as needed basis throughout the term. See the cost tables.

### 3.3.2. Sanitary Waste and Vent

Sanitary waste piping is generally concealed and could not therefore be observed directly. On systems of this type, waste flows by gravity through the house drain-waste and vent system into the municipal sewer system. Based on our limited observations and interviews with management, drain piping consists of polyvinyl chloride (PVC).

**Observations/Comments:** Sanitary drain, waste, and vent systems were reported to be in good operating condition with no visible leaks or reported problems. According to the site contact, there has been no history of chronic leaks or other adverse issues. No further action is required at this time with respect to the sanitary piping.

### 3.3.3. Heating/Cooling System and Controls

The HVAC system for each Phase I apartment unit is provided by way of a traditional split system with internal electric air conditioning component and integral remote exterior roof mounted condenser. Phase II units are cooled via heat pumps and Aqua-therm units and hot water boilers. Energy star ratings could generally not be confirmed due to concealed conditions. Comfort levels are controlled by wall mounted thermostats that do not appear to be programmable.

**Observations/Comments:** The HVAC systems are primarily maintained by an in-house staff. Periodic filter replacement and minor maintenance is by in house staff. Maintenance appears to be generally adequate. There were no significant deficiencies observed at the time of our walkthrough survey.

HVAC components at the property appear to vary in age and condition. Reserve allowances are provided for replacement of this component on an as needed basis throughout the term; see the Reserve Schedule.

Several split system wall mounted air conditioning components were found to be old, not operating properly or not operational. All non-functioning or damaged systems should be repaired at this time. This is a Deferred Maintenance item.

### 3.3.4. Ventilation Systems

Fresh air is brought into the units by natural air infiltration via windows and doors. Point source exhaust fans serve the bathrooms. Such fans are operated by a wall-mounted switching device without timers.

**Observations/Comments:** No problems related to ventilation were observed or reported. No further action is required at this time.

### 3.3.5. Electrical Service

Electrical service enters each building below grade. Main service panels at each building are rated at 600 amps, with 240-volt service. Each tenant has a disconnect breaker rated at 175 amps and is individually metered; common areas are separately metered. The distribution wiring was reported and observed to be copper; this was visually confirmed. Based on the age of construction, internal wiring is assumed to be of sheathed nonmetallic cable. GFCI protected devices were observed in wet locations.

**Observations/Comments:** No adverse conditions were noted or reported. The electrical service appears and was reported to be adequate; no further action is required.

### 3.3.6. Fire and Life Safety Systems

#### 3.3.6.1. Sprinklers and Standpipes

The Subject is without an automatic fire sprinkler system, a standpipe system, or fire hoses. Fire extinguishers were noted in the building elevated walkways and are contained in enclosed cabinets.

**Observations/Comments:** The fire extinguishers are inspected annually. Life Safety/Alarm systems appear to be of standard design and methodology for a property of this type and of this vintage. No significant expenditures are anticipated during the term of the loan.

#### 3.3.6.2. Detection Devices and Alarms

A central fire alarm panel manufactured by Honeywell is provided and monitors the common area pull stations and central system smoke detectors. Each apartment unit includes smoke detector/alarm units.

**Observations/Comments:** It was reported that the building fire alarm panel was in satisfactory condition. Other than routine, continued annual inspections and maintenance as required, no further action is needed at this time. With respect to the individual smoke detectors and extinguishers, no problems were noted or reported. Therefore, no further action is recommended.

### 3.3.7. Elevators

The Subject is without elevators.

## 3.4. Dwelling Unit Components and Observations

### 3.4.1. Common Area Finishes

Common area finishes are limited to the leasing office building and central laundry rooms. The leasing office finishes are comprised of wood strip and tile flooring, and painted drywall walls and ceilings. Laundry rooms are provided with VCT flooring and painted drywall walls and ceilings.

**Observations/Comments:** The common area finishes in the leasing office are not expected to pose any significant costs during the term and can be maintained during the term as part of normal routine maintenance. We were provided with a proposal for the replacement of the VCT floors of both laundry rooms. A copy of this proposal, provided by Seamless Flooring, is provided in the Exhibits section of this report. This is considered part of routine maintenance and is part of the normal operating budget.

### 3.4.2. Dwelling Unit Summary

The following table illustrates the reported unit type and mix:

Unit Mix		
Type	No. of Units	Square Feet
Studio	408	400
2-BR/1-BA	1	1,035
Total	409	148,635

Representative observations of the following units were conducted during our walk-through survey:

Unit Number	Type	Status/Comments
355	Studio	Occupied / Good Condition
377	Studio	Vacant / Undergoing Renovation
283	Studio	Vacant / Fair Condition
251	Studio	Vacant / Undergoing Renovation
25	Studio	Occupied / Good Condition
7	Studio	Occupied / Good Condition
15	Studio	Occupied / Good Condition
31	Studio	Occupied / Good Condition
37	Studio	Occupied / Good Condition
48	Studio	Occupied / Good Condition
197	Studio	Model
329	Studio	Vacant / Undergoing Renovation
9	Studio	Vacant / Undergoing Renovation
51	Studio	Vacant / Undergoing Renovation
53	Studio	Vacant / Undergoing Renovation
55	Studio	Vacant / Undergoing Renovation
61	Studio	Vacant / Undergoing Renovation
101	Studio	Vacant / Undergoing Renovation
89	Studio	Vacant / Undergoing Renovation
119	Studio	Vacant / Fair Condition
202	Studio	Vacant / Good Condition
287	Studio	Vacant / Good Condition
285	Studio	Vacant / Fair Condition
290	Studio	Vacant / Fair Condition
307	Studio	Vacant / Undergoing Renovation
309	Studio	Vacant / Fair Condition
356	Studio	Vacant / Good Condition
376	Studio	Vacant / Undergoing Renovation
369	Studio	Vacant / Undergoing Renovation
357	Studio	Vacant / Good Condition



Unit Number	Type	Status/Comments
64	Studio	Occupied / Good Condition
68	Studio	Occupied / Good Condition
122	Studio	Vacant / Good Condition
102	Studio	Occupied / Good Condition
114	Studio	Occupied / Good Condition
120	Studio	Occupied / Good Condition
124	Studio	Occupied / Good Condition
130	Studio	Occupied / Good Condition
134	Studio	Occupied / Good Condition
143	Studio	Occupied / Good Condition
149	Studio	Occupied / Good Condition

#### 3.4.3. Down Units

Unit Number	Type	Status/Comments
101	Studio	Car Damage / Undergoing Renovation

**Observations/Comments:** At the time of our site visit Unit 101 was observed to have temporary plywood installed along the exterior wall where a car had driven through the unit. The unit was undergoing a renovation to repair this damage at the time of our visit. Work should continue as planned.

#### 3.4.4. Apartment Unit Finishes

Item	Descriptions
Living/Bedroom Flooring	Carpeting or Wood Strip Flooring or VCT
Kitchen Flooring	Wood Strip Flooring
Bathroom Flooring	Vinyl or Wood Strip
Bathroom Walls	Painted Drywall
Tub Surrounds	Ceramic Tile
Partitions	Painted Drywall
Ceiling Finish	Textured Coating
Wall Finish	Paint
Interior Doors	Painted Hollow Core

**Observations/Comments:** The unit finishes appeared in generally good condition and are typical to properties of this type and vintage. Maintenance appears to be generally adequate and is addressed as part of unit turns, tenant request, or periodic inspections. Capital reserves are provided for typical replacement of the flooring over the term. Other finish components can be maintained as part of the normal maintenance operations during the term.

### 3.4.5. Kitchen

#### 3.4.5.1. Cabinets, Counters, and Sinks

Cabinets are generally of compressed wood frames with laminated wood veneers and doors. Counters are of a synthetic composite type material. Sinks are of stainless steel.

**Observations/Comments:** The cabinets, counters and sinks were observed to be in generally operable condition and should only require periodic routine maintenance during the term of the loan. Minor repairs and replacements can be performed by onsite maintenance personnel on an as needed basis or as the units are turned.

#### 3.4.5.2. Appliances

Kitchen appliances consist of electric ranges, frost free refrigerators, and garbage disposal units.

**Observations/Comments:** In general, appliances were found to be in good and operable condition. Appliances observed were of various ages. Energy Star ratings are generally unknown. CBRE recommends reserves for typical replacements based upon the effective useful life (EUL) of appliances over the evaluation period. Ongoing cyclical replacements are warranted; see the reserve schedule for cost projections.

### 3.4.6. Bathroom Vanities, Washbasin, Shower/Tub, and Toilets

Typical bathroom fixtures consist of a free-standing wood constructed vanity with a plastic laminate top and a self-rimming sink; one-piece fiberglass tub assembly; mirror above vanity; and a clay vitreous toilet.

**Observations/Comments:** Fixtures and finishes were found to be in good condition overall and can be maintained as part of normal property operations. No further action is required at this time.

### 3.4.7. Cable or Internet Availability

Cable television and internet is provided by 3<sup>rd</sup> party suppliers to all residents.

#### 4. MOISTURE AND MICROBIAL GROWTH AND PEST MANAGEMENT

##### 4.1. Moisture and Microbial Growth

Based on representative observations and our interviews with on-site management personnel CBRE was not informed, nor did we observe significant visual indications of the presence of mold or conditions that tend to promote the growth of mold. No current or past mold, or mold-related issues, were reported by property management. In addition, no complaints pertaining to mold were provided to CBRE by the residents of which we interviewed.

##### 4.2. Pest Management

During our site visit we interviewed on-site property management regarding wood-damaging insects along with other pests and vermin. In addition, a visual survey for wood damaging insects along with other pests and vermin was conducted. The survey was limited to visual observations in the areas walked and should not be considered a comprehensive survey of the property. No inspection or investigation behind walls or in any other generally inaccessible areas was performed. Based on our interview with on-site management and our on-site observations, no obvious evidence of termite, pest, or vermin activity or damage was observed or reported.

According to property management, the Subject does not have any termite bond in effect. Routine pest control services are provided on an as needed basis.

## 5. SPECIAL HAZARDS, ZONING, BUILDING CODE VIOLATIONS AND REGULATORY COMPLIANCE

### 5.1. Special Hazards

#### 5.1.1. Peak Ground Acceleration (PGA)

In accordance with the most recent United States Geological Service data, the property's Peak Ground Acceleration with a 10% probability of being exceeded in 50 years is 0.12g or 12%. This is below Fannie Mae's threshold of 15.00% and therefore, no further action is required.

#### 5.1.2. Hazards/Geographic Conditions/Catastrophic Loss Potential

The property lies within a region that has a propensity towards the following events:

EVENT:	YES	NO	NA
Volcanic Activity		X	
Hurricane		X	
Tornado		X	
Sinkhole		X	
Landslide		X	
Wildfire		X	
Earthquake – see Section 5.1.1 above for commentary concerning earthquake potential and recommendations			
Flood – see Section 5.1.2.1 below for commentary concerning flood zones			

**Observations/Comments:** CBRE did not review plans as part of this assessment; the property is assumed to have been constructed in accordance with applicable codes and pertinent design criteria at the time of original development. Our observations are based upon readily available information from management, governments, and a visual walkthrough survey of the property. The building design and construction type appears to be of industry standard methods for a property of this type, vintage, and geographical location. CBRE was not made aware of any conditions that may affect the performance of the Property during a catastrophic event.

#### **5.1.2.1. Flood Hazard**

CBRE researched the location of the property with respect to its Flood Plain status on Flood Insurance Rate Maps ("FIRM"). FIRM maps provide the information needed to determine whether a specific property is within a Special Floodway Hazard Area, which is the flood insurance zone that applies to the property. The research indicated that the property is located in Flood Hazard Zone X. The Map No. for this flood determination is 32003C2177F and is dated November 16, 2011.

Zone X is the flood insurance rate zone that corresponds to: (i) areas outside the 1-percent annual chance floodplain, (ii) areas of 1-percent annual chance sheet flow flooding where average depths are less than one foot, (iii) areas of 1-percent annual chance stream flooding where the contributing drainage area is less than one square mile, or (iv) areas protected from the 1-percent annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in this zone according to FEMA.

### **5.2. Municipal Research**

#### **5.2.1. Zoning**

The Subject zoning designation is C-2 (General Commercial). Pertinent information was not available or provided as of the date of this report. Should any response be received that significantly changes our opinion, it will be forwarded to Client.

#### **5.2.2. Code Violations**

##### **5.2.2.1. Building Code Violations**

Pertinent information was not available or provided as of the date of this report. Should any response be received in a pertinent timeframe, it will be forwarded to Client.

##### **5.2.2.2. Fire Code Violations**

Pertinent information was not available or provided as of the date of this report. Should any response be received in a pertinent timeframe, it will be forwarded to Client.

## 5.3. Regulatory Compliance

### 5.3.1. ADA Commentary

The ADA is a Federal law that became effective on January 26, 1992. Per Title III of the ADA, all areas of newly designed or newly constructed buildings or facilities and altered portions of existing buildings and facilities are required to be compliant with ADA requirements. Furthermore, all areas of "Public Accommodation" are required to remove physical barriers to entering and using existing facilities when "readily achievable", irrespective of age. Readily achievable is defined in Title III as "easily accomplishable and able to be carried out without much difficulty or expense. The term "readily achievable" is somewhat subjective. New case law is continually developing as to its interpretation, and remedies include varying levels of conformance and it is generally handled on a case by case basis. Ultimately, the owner of the facility is responsible to determine compliance levels.

Our walk-through survey for ADA general compliance included only a limited, visual review with respect to the Subject's compliance with Title III of the ADA and is intended to identify certain obvious items that do not appear to be in general conformance with the Title III requirements; without inferring that correction of the reported items will bring the property into total compliance with the ADA. While opinions of cost to correct, or remove noted barriers may be provided herein, they do not constitute an opinion that elimination of the barriers is "readily achievable" and not an "undue burden" as defined by the ADA; the owner must determine this issue.

CBRE did not take any measurements or counts as part of this survey. The scope of our survey was limited to the determination of general compliance with physical attributes of the property, which affect exterior access to the building: accessible exterior route, accessible parking, entrances, etc. While some of CBRE's comments regard the reported or observed accessibility of common area interior spaces, such as toilet facilities, we did not specifically evaluate each and every area as part of our walk-through survey; only representative observations were conducted. CBRE did not conduct an extensive, detailed ADA compliance review, which most probably would identify other items at the facility that are not in compliance with ADA regulations. Additionally, CBRE's review did not assess local code requirements that, in some instances, may conflict with or supersede ADA requirements.

Items of non-conformance were noted without regard as to whether or not they are, by ADA definition, "readily achievable." Factors to be considered in determining whether or not an action is "readily achievable" include the nature and cost of the action, the number of persons employed at the Subject, and the financial resources available to ownership. The decision as to which actions are to be undertaken as "readily achievable" is to be determined by building ownership in consultation with its accountants, attorneys, and design/construction professionals.

The property was developed prior to the advent of the ADA and therefore accessibility was most likely not included in the design. However, the Subject's on-site leasing office is considered a Public Accommodation and per Title III, physical barriers should be removed if they are readily achievable and are not an undue burden.

CBRE encourages ownership to consider removing architectural barriers in consultation with their design professionals as resources become available; it is beyond the scope of this report to determine what is "readily achievable" or not an "undue burden".

### 5.3.2. Federal Fair Housing Act

Multifamily property built for first occupancy after March 13, 1991 is required to comply with the Federal Fair Housing Amendments Act of 1988 (FFHAA) (Public Law 100-430). The FFHAA enacted prohibitions against discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. The FFHAA also requires reasonable modification of dwellings, reasonable accommodation in policies for the disabled, and that the design and first construction of certain new multi-family dwellings built for first occupancy after March 13, 1991 meet certain adaptability and accessibility requirements. These requirements cover multifamily buildings that offer four (4) or more dwelling units if constructed for first occupancy after March 13, 1991. The Department of Housing and Urban Development (HUD) has published Final Design Guidelines (see Federal Register, 24 CFR, Vol. 56, No. 44, March 6, 1991, page 9497).

The facility was first occupied prior to March 13, 1991 and is therefore not required to comply with the provisions of the FFHAA.

### 5.3.3. Energy Risk Score and Compliance

Based on our inquiries with local, state or federal municipalities, the site is not required to be in conformance with a retro-commissioning, energy audit or other energy benchmarking compliance program.

**Observations/Comments:** As no regulatory compliance actions were identified, no further action is required

## 6. AREAS OF ADDITIONAL ASSESSMENT

### 6.1. Summary and Evaluation of Historical Repairs and Replacements, Work in Progress, and Planned Capital Improvements

Historical repairs and replacements as well as planned capital improvements are included in Section 1.7 of this report.

The following work in progress was observed during our site visit: repair of Unit 101, renovation of several vacant units. At the time of our survey we *have not* received any costs estimates or contracts. For the purposes of the Cost Estimate schedule, this work is assumed to be complete, as we did not observe it to be unacceptable in quality, or scope, and the estimated completion time of the work is reported to be within 6 months of the date it was observed.



## 7. REPORT REFERENCES, PROCEDURES AND LIMITATIONS

### 7.1. Report References, Procedures, and Limitations

This report was generated using Fannie Mae, Instructions for the Property Evaluator, Form 4099 – Version 2.2, dated July 2016. This PCA has been certified by CBRE to have been prepared in accordance with the required protocols and standards set by Fannie Mae.

The cost databases used in the preparation of the Cost Estimate Schedules for Immediate Repairs and the Replacement of Capital Items were based on a compilation of the CBRE internal cost database, RSMeans, and Marshall & Swift published databases.

### 7.2. Assessment Methodology

This survey consists of interrelated components that assisted CBRE in formulating the opinions expressed herein. The scope and extent of CBRE's site visit and the Opinions of Probable Costs to remedy the significant physical deficiencies are both affected by the timeliness and completeness of information disclosed by ownership or Client and as a result of our research and interviews.

Based upon observations during our site visit and information received from our interviews with building management, which for purposes of this report was deemed to be reliable, CBRE prepared order-of-magnitude estimates to cure or repair noted deficiencies or to budget for future expenditures. Such costs were considered commensurate with the Subject's position in the market and prudent expenditures. These estimates are for components or systems exhibiting major patent defects, significant deferred maintenance, or other existing deficiencies requiring major repairs or replacement. In some cases, a continuation of an ongoing chronic repair or maintenance program may be deemed an appropriate remedy for certain inherent defects; the cost of a complete cure may not be commensurate with either the asset or the deficiency. Repairs or improvements that could be classified as (i) cosmetic, (ii) decorative, (iii) part or parcel of a building renovation program or to reposition the asset for the marketplace and, (iv) routine or normal building maintenance, or (v) the responsibility of tenants were not included. These costs have been provided as defined on the Fannie Mae Instructions for the PCA Property Evaluator, and supporting documentation, specifically: Appendix D - Property Condition Standards and Ratings and Instructions for Property Useful Life Table; Appendix E – Property Useful Life table and Cost Estimate Schedules, Appendix F – Estimated Useful Life Tables, and Appendix G – Known Problematic Materials.

#### 7.2.1. Site Visit

The site visit consisted of a visual walk-through survey of the Subject's easily accessible and readily observable areas to note significant deferred maintenance and the general condition of major components and systems. HVAC, mechanical, plumbing, and electrical equipment not in operation at the time of the site visit was not turned-on nor operated by CBRE, nor was any exploratory probing, dismantling, or removing any component, device, or piece of equipment, whether bolted, screwed, held in-place (mechanically or by gravity), secured, or fastened by any other means, conducted. This was a non-intrusive visual survey that does not include or encompass the opening, lifting, or removal of equipment panels, ceiling tiles, and other barriers or closures for observation of systems or components. HVAC, mechanical, and electrical equipment not normally operated by units was neither operated nor tested by CBRE.

Prior to our site visit, CBRE contacted the owner or the owner's agent to request that (1) representative units be made available during our site visit so that CBRE's Field Observer would be able to conduct representative observations and (2) to provide a Point of Contact (POC) for interview purposes who was knowledgeable about the Subject's physical condition, latent defects, and/or historical repairs, if any.

#### **7.2.2. Research and Interviews**

Available on-site property management and maintenance personnel were interviewed by CBRE to inquire about historical repairs/improvements, pending repairs/ improvements, and latent and or chronic physical deficiencies. More specifically, we met with Gustavo Ayon-Navarro, Maintenance Supervisor, and discussed the Subject's maintenance history, existence of any patent or latent defects, and proposed improvements, if any.

To the extent that Client, the Subject's ownership or building management personnel have provided information regarding the Subject's operation, conditions, quantities, and capacities, and that such information appears reasonable, CBRE has taken the position that such information is correct and complete. This information, taken in context with CBRE's observations, assisted CBRE in forming its opinions of the Subject's general physical condition and, in some cases, disclosed physical deficiencies that would not otherwise be readily observable.

#### **7.2.3. Documentation Review**

Upon being awarded this assignment, CBRE issued a written request to the owner or his agent to provide CBRE with certain information and/or documentation to review on behalf of Client, which was specifically intended to identify or assist in the identification of: patent and latent physical deficiencies as well as any preceding or ongoing efforts to remedy same; the costs to investigate or remediate the physical deficiencies; or a combination thereof.

The Documentation & Information Checklist and a Pre-survey Questionnaire & Disclosure Statement (collectively, the "Checklists") were forwarded to the property manager or ownership to be completed and returned to CBRE prior to our site visit. The Checklists requested such information as: CO; safety inspection records; roof warranty information; age of pertinent building systems (roofing, paving, plumbing, heating, air conditioning, electrical, etc.); historical costs for repairs, improvements, recurring replacements, etc.; pending proposals for or executed contracts for repairs, improvements, forensic studies, or planned or future work; outstanding citations for building, fire, and zoning violations; any ADA survey and status of any improvements to implement same; and any previously prepared PCAs or building technical forensic studies. Refer to the Exhibits for copies of these documents.

CBRE shall have no obligation to retrieve or review any information that was not provided to CBRE in a reasonable time to formulate an opinion and to complete this PCA. If such information appeared reasonable, it was relied upon by CBRE in forming its opinions.

CBRE's Checklists were not returned by the property manager or ownership. The Checklists inquired of latent defects, the discovery of which is beyond the scope of this survey, and historical repairs and improvements. Obtaining this information prior to our site visit is part and parcel of this PCA's due diligence process. It was to assist our research in discovering chronic problems, the extent of repairs and their costs, pending repairs and improvements, and existing physical deficiencies.

In addition, drawings of the Subject were not provided to CBRE in order to become familiar with the asset prior to our site survey.

#### 7.2.4. Terminology

Many of the terms used in this report to describe the condition of the Subject's readily observable components and systems are listed and defined below. It should be noted that a term applied overall to a system does not preclude that a part, section, or component of the system may differ significantly in condition.

**Good -** Component or system is sound and performing its function. Although it may show signs of normal wear and tear commensurate with its age, some minor remedial work may be required.

**Fair -** Component or system is performing adequately at this time but exhibits deferred maintenance, evidence of previous repairs, workmanship not in compliance with commonly accepted standards, is obsolete, or is approaching the end of its typical EUL. Repair or replacement is required to prevent its further deterioration, restore it to good condition, prevent its premature failure, or to prolong its EUL. Component or system exhibits an inherent deficiency, the cost of which to remedy is not commensurate with the deficiency but that is best addressed by a program of increased preventive maintenance or periodic repairs.

**Poor -** Component or system has either failed or cannot be relied upon to continue performing its original function as a result of: having realized or exceeded its typical EUL, excessive deferred maintenance, a state of disrepair, an inherent design deficiency, or workmanship. Present condition could contribute to or cause the deterioration of contiguous elements or systems. Repair or replacement is required.

**Physical Deficiencies -** Defined by the ASTM as "... conspicuous defects or significant deferred maintenance of a subject property's material systems, components, or equipment as observed during the field observer's walk-through survey. Included within this definition are material life-safety/building code violations and material systems, components, or equipment that are approaching, have reached, or have exceeded their typical EUL or whose RUL should not be relied upon in view of actual or EFF AGE, abuse, excessive wear and tear, exposure to the elements, lack of proper or routine maintenance, etc. This definition specifically

excludes deficiencies that: may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes de minimis conditions that generally do not constitute a material physical deficiency of the subject property."

**No Further**

**Action Required -** Component or system exhibits normal wear and tear considering its age, purpose and extent of use, and exposure to the elements. Prudent ownership would not immediately expend additional, significant monies in relation to the Subject's appraised value to remedy the observed physical deficiencies.

### 7.3. Limiting Conditions

- 7.3.1. CBRE has prepared this PCA under an agreement (the "Agreement") between CBRE and SunTrust. All terms and conditions of that Agreement are included within this document by reference. Any reliance upon this PCA, or upon CBRE's performance of services in conducting the property condition survey and preparing this PCA, is conditioned upon the relying party's acceptance and acknowledgement of the limitations, qualifications, terms, conditions and indemnities set forth in the Agreement, and property ownership/management disclosure limitations, if any. However, this PCA is not to be relied upon or to benefit any party other than SunTrust and Fannie Mae, nor used for any purpose other than that specifically stated in our Agreement or within this PCA's Purpose and Scope section without CBRE's advance and express written consent. In any event, this PCA should only be used in its entirety, which is inclusive of the requirements and limitations set forth in the Agreement.
- 7.3.2. No PCA can wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of a subject property's components or building systems. Preparation of a PCA in accordance with the Fannie Mae's guidelines is intended to reduce, but not eliminate the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. Conducting a PCA in accordance with the Fannie Mae's guidelines also recognizes the inherent subjective nature of a field observer's opinions as to such issues as workmanship, quality of original installation, and estimating the RUL of any given component or system.
- 7.3.3. No single Field Observer can reasonably be expected to possess the technical knowledge to opine on the condition of all building systems and components and to develop Opinions of Probable Costs for repairs and/or replacements.
- 7.3.4. The scope of this survey was limited to a walk-through visual scan of only those areas that were readily observable and easily accessible at the time of our survey. Observations were limited to "representative" property improvements including exterior surfaces and open spaces, accessible areas of the roof, representative rooms, mechanical and common areas. Areas behind walls, inside plenums, crawl spaces or in any other area generally inaccessible or deemed unsafe by the field observer were not surveyed. Reliance was placed on the accuracy and disclosure of physical deficiencies during the course of conducting our representative observations. In no way should it be construed or inferred that every aspect, system, or component of the Subject was observed or reviewed.
- 7.3.5. This Property Condition Assessment is based upon the Field Observer(s)' judgment of the physical condition of the components, their ages, and their EUL. The actual performance of individual components may vary from a reasonable expected standard and will be affected by circumstances that occur after the date of our site visit.
- 7.3.6. Invasive tests, exploratory or destructive probing, exhaustive studies, removal or disassembly of any system or construction, or dismantling or operating of electrical, mechanical, or conveyance equipment was not performed. This survey did not include an in-depth system/component problem analysis or study, or the preparation of engineering calculations of the structural, mechanical, or electrical systems to determine compliance with either any design drawings that may have been submitted or with commonly accepted design and/or

construction practices. No calculations were prepared, and no counts or field measurements were taken to verify quantities, areas, heights, or the number of any units (parking spaces, number of tenants, rooms, apartments, stories, etc.). Not all typical areas such as Multi-family, corridors, façades, tenant storage areas, etc. were surveyed; only a representative observation of such areas was conducted. No attempt was made to operate any of the Subject's mechanical or electrical equipment. Our opinions were formed by interviewing available personnel and reviewing any maintenance records presented to us. In order to be as fully apprised as possible of the operating condition of the major mechanical/electrical equipment, a mechanical contractor should be retained to start-up the equipment, witness its operation over a period of time, and conduct a thorough inspection with its specialized knowledge of equipment repairs and replacement.

- 7.3.7. Excluded from the scope of this survey were a Phase I Environmental Assessment to determine the presence of hazardous wastes or toxic materials or issues, a survey specifically regarding the presence or cause of mold or fungus, a survey for asbestos, or an opinion of indoor air quality.
- 7.3.8. Drawings and/or specifications, to the extent that they may have been provided to CBRE, whether sent to our offices or provided on-site, were reviewed by CBRE only to become familiar with the general scope of the Subject. It should not be construed that CBRE conducted this PCA survey to determine the compliance of the as-built conditions with the drawings and/or specifications. Such a contract document compliance survey is outside the scope of CBRE's services.
- 7.3.9. Excluded from the scope of this survey was an in-depth survey to determine compliance with the ADA and FFHAA; opinions regarding the ADA and FFHAA are based only upon anecdotal observations of a limited scope.
- 7.3.10. Excluded from the scope of this survey is any responsibility for the opinions rendered on the condition of EIFS.
- 7.3.11. No responsibility is assumed for matters of a legal nature such as building encroachments, easements, zoning issues, or compliance with the requirements of governmental agencies having jurisdiction.
- 7.3.12. This report does not constitute a pest (termites, insects, etc.) control inspection. However, if termite damage problems were observed in the course of conducting the walk-through survey or reported by ownership, it has been noted herein.
- 7.3.13. This survey did not include an evaluation of tenant-installed or maintained improvements, equipment, fixtures, or finishes.
- 7.3.14. CBRE assumes no responsibility for the accuracy or completeness of information provided by building management, tenants, service firms interviewed, or governmental agencies. CBRE is not responsible for any patent or latent defects that an owner or his agents may have withheld from CBRE whether by non-disclosure, passive concealment, or by fraud.

**7.3.15.** CBRE's observations, opinions and this report are not intended, nor should they be construed, as a guarantee or warranty, express or implied, regarding the Subject's condition, safety, performance, building or environmental code compliance. CBRE's opinions are based solely upon those representative areas that we observed on the day of our walk-through site visit and information resulting from our interviews and research. Given the limited scope of this assignment and the time expended, it is possible that some physical deficiencies may have been inadvertently overlooked.

## Acronyms and Definitions

This PCA uses various acronyms and abbreviations to describe site, building, or system components. Not all acronyms or abbreviations are applicable to every PCA. Refer to the definitions below.

Acronym	Definition
ABA	Architectural Barriers Act
ABS	Acrylonitrile Butadiene Styrene
ACM	Asbestos Containing Material
ADA	Americans with Disabilities Act
ADAAG	ADA Accessibility Guidelines
AHU	Air Handling Unit
Amp	Ampere
ASTM	American Society for Testing and Materials
ACT	Acoustical Ceiling Tile
AVG	Average
BMS	Building Management System
BOMA	Building Owners and Managers Association
BTU	British Thermal Unit
BTUH	British Thermal Units per Hour
BUR	Built-up Roofing
CAV	Constant Air Volume
CBS	Concrete Block and Stucco
CD	Crew Day(s)
CMU	Concrete Masonry Unit
CO	Certificate of Occupancy
CO	Change Order
CO/ALR	Copper to Aluminum, Revised
CPVC	Chlorinated Polyvinyl Chloride
DWH	Domestic Water Heater
DWV	Drainage, Waste and Vent
DX	Direct Expansion
EA	Each
EFF	Effective
EIFS	Exterior Insulation and Finish System
EMF	Electromagnetic Field
EMS	Energy Management System
EPDM	Ethylene Propylene Diene Monomer
EUL	Expected Useful Life
FCU	Fan Coil Unit
FEMA	Federal Emergency Management Agency
FFHAA	Federal Fair Housing Amendment Act
FHA	Forced Hot Air
FHW	Forced Hot Water
FIRM	Flood Insurance Rate Map
FM	Factory Mutual
FOIA	Freedom of Information Act
FOIL	Freedom of Information Letter
FRP	Fiber Reinforced Panel
FRT	Fire Retardant Treated
GFCI	Ground Fault Circuit Interrupter (sometimes GFI)
GFRC	Glass Fiber Reinforced Concrete
GLA	Gross Leasable Area
GPM	Gallons Per Minute
GWB	Gypsum Wall Board
HID	High Intensity Discharge



Acronym	Definition
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilating and Air Conditioning
IAQ	Indoor Air Quality
IBC	International Building Code
ICC	International Code Council
LED	Light Emitting Diode
LEED	Leadership in Energy and Environmental Design
LF	Linear Feet
LS	Lump Sum
MAP	HUD Multifamily Accelerated Processing
MAU	Makeup Air Unit
MBH	Thousands of British Thermal Units
MD	Man Day(s)
MDP	Main Distribution Panel
MEP	Mechanical, Electrical and Plumbing
MRL	Machine Room-Less (Elevator)
NFPA	National Fire Protection Association
NLA	Net Leasable Area
OSB	Oriented Strand Board
OS&Y	Outside Screw and Yoke
OWJ	Open Web Joist
PCA	Property Condition Assessment
PCR	Property Condition Report
PML	Probable Maximum Loss
PCA	Property Condition Assessment
PSI	Pounds per Square Inch
PTAC	Packaged Terminal Air Conditioner
PVC	Polyvinyl Chloride
RPZ	Reduced Pressure Zone
RTU	Rooftop Unit
RUL	Remaining Useful Life
SEL	Scenario Expected Loss
SF	Square Feet
SFG	Square Foot Gross
SFR	Square Foot Rentable
SOG	Slab-on-Grade
STC	Sound Transmission Classification
SUL	Scenario Upper Loss
SY	Square Yard
TPO	Thermoplastic Polyolefin
UBC	Uniform Building Code
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters Laboratories
V	Volt
VAV	Variable Air Volume
VCT	Vinyl Composition Tile
VWC	Vinyl Wall Covering
W	Watt



1. Parking is provided for 405 vehicles in open-air asphalt paved lots throughout the Subject.



2. Asphalt pavement exhibited excessive alligator cracking, open cracks, potholes and overall surface deterioration throughout the parking lot and interior roadways.



3. CMU refuse container enclosure walls were found with broken and chipped CMU sections.



4. Concrete sidewalks and walkways were observed with cracks, surface deterioration and broken sections. (Repaired 10/17/2017)



5. Broken concrete wheel stops were observed throughout the parking lot.



6. Concrete curbs exhibited broken and cracked concrete.





7. Stair systems exhibited excessive damage. Photographed above is an example of broken/missing metal corner boards. (Repaired 10-7-2017)



8. Stair systems exhibited excessive damage. Photographed above is an example of dry rot on wood the top risers. (repaired 10-7-2017)



9. The Subject is provided with a basketball court.



10. The basketball court exhibited surface deterioration and excessive cracks.



11. The Subject is provided with a dog-run.



12. The Subject is provided with two pools and a spa.





13. A broken concrete bench was observed in the picnic area.



14. Stucco cladded columns were found cracked and severely damaged. This condition was observed near Unit 9 and 377.



15. Front façade of the Subject near unit 347.



16. Front façade of the Subject near unit 164.



17. Front façade of the Subject near unit 312.



18. Front façade of the Subject near unit 113.





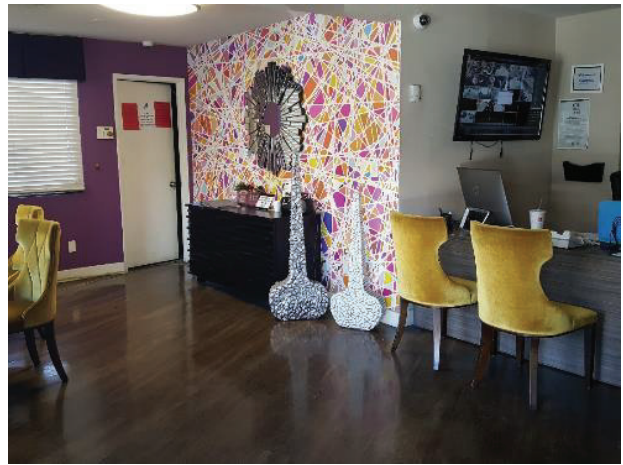
19. The Subject is provided with an on-site leasing office.



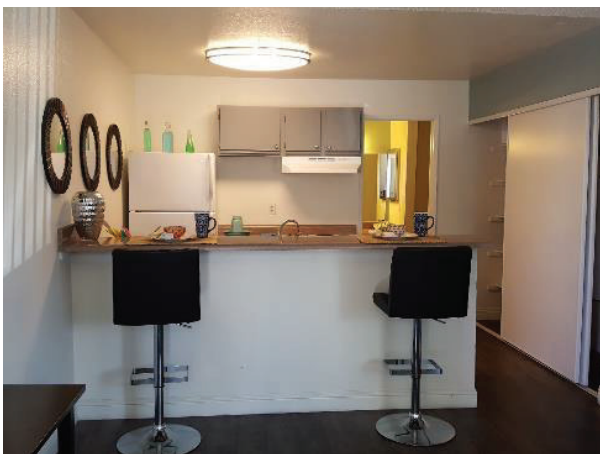
20. Unit 101's stucco cladded sidewall exhibited excessive vehicular damage. Reportedly a car drove into the stucco cladded sidewall. Plywood was observed over the window and sections of the wall.



21. Broken and missing Spanish concrete roof tiles were observed near Unit 164.



22. Leasing office finishes consist of wood floors and painted drywall walls and ceilings.



23. Unit interiors consist of wood floors, painted drywall walls, and textured drywall ceilings.



24. Several units were observed to be undergoing renovations at the time of our site visit.



25. Bathrooms are provided with roman tubs and countertop vanities with lower wood framed cabinet.



26. Toilet room in pool area.



27. The Subject is provided with four laundry rooms.



28. Natural gas is provided for the Subject.



29. The Subject is provided with 6 natural gas-fired DHWHs.



30. The pools are provided with heating and cleaning equipment.





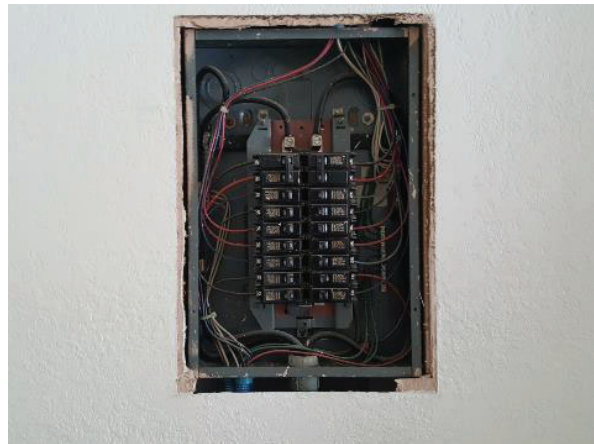
31. The Subject is provided with two natural gas-fired boilers manufactured by Raypak.



32. Several split system wall mounted air conditioning components were found to be old, not operating properly or not operational.



33. Each building is provided with a 600-amp, 240-volt service.



34. Tenant electrical panels are rated at 175 amps each.



35. The Subject is provided with a fire panel.



36. The Subject is provided with fire extinguishers.



**INSTRUCTIONS FOR PERFORMING A  
MULTIFAMILY PROPERTY CONDITION ASSESSMENT  
(Version 2.0)**

**APPENDIX C**

**STRUCTURAL RISK EVALUATION QUESTIONNAIRE**

This Structural Risk Evaluation Questionnaire provides additional assessment of the seismic risk factors associated with a Property, and is required for any Property located in a region with a strong risk of high seismic activity. A strong risk of high seismic activity is any region with a 10% or greater probability of the maximum Peak Ground Acceleration exceeding 0.15g at any point within a 50 year period (as determined by the United States Geological Survey (USGS), with g being the acceleration of a falling object due to gravity).

<b>RISK FACTORS</b>		<b>YES/NO</b>
1.	Do any of the building structures on the Property consist of unreinforced masonry construction?	
2.	Are any of the building structures on the Property located on a 30-degree (58%) or greater slope?	
3.	Do any building structures on the Property have reinforced masonry and pre-cast concrete or tilt-up buildings constructed prior to 1994?	
4.	Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 1976? Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 1976?	
5.	Do any of the wood framed building structures on the Property have unbraced cripple walls (sometimes referred to as crawl space walls – short wood perimeter walls used to elevate a Property above-ground to allow access to the substructure and utility lines or to level a building constructed on a slope)?	
6.	Are any of the wood framed building structures on the Property not anchored to the foundation?	



7.	Do any building structures on the Property have a weak or soft story (as defined by the International Building Code, the latest edition) at any level or story?	
8.	Are any of the building structures located on sites with significant liquefaction potential (e.g., low-lying areas along bodies of water such as rivers, lakes, bays, the coast or waterways) unless provided with deep foundations (piles or piers)?	
9.	Do any of the building structures have tuck-under parking constructed prior to 1988?	

<b>ADDITIONAL CONSIDERATIONS (If information is not readily available, respond NA.)</b>		<b>YES/NO/NA</b>
1.	Do any building structures on the Property consist of un-retrofitted, unreinforced masonry construction? <i>(If fully retrofitted after the year 2000, then answer "No")</i>	
2.	Do any of the building structures on the Property have reinforced concrete shear walls or are concrete framed buildings constructed prior to 2000?	
3.	Are any of the building structures on the Property concrete masonry buildings or concrete (tilt-up) construction built prior to 2000?	
4.	Are any of the building structures on the Property constructed with or contain adobe or hollow clay tiles?	
5.	Are any of the building structures on the Property built with non-ductile concrete framing?	
6.	Are any building structures on the Property pre-cast concrete construction with four or more stories?	
7.	Do any of the building structures on the Property consist of retrofitted, unreinforced masonry construction?	
8.	Have any of the building structures on the Property sustained previous structural earthquake damage?	
9.	Are any of the building structures on the Property high-rise (8-stories or greater) buildings constructed prior to 2000?	
10.	Are any of the building structures on the Property constructed with vertical offset shear walls?	

11.	Do any of the wood framed building structures on the Property have any of the following characteristics:	
(a)	Constructed prior to 1945 (i.e., structures not positively attached to the foundations and cripple walls)?	
(b)	Un-retrofitted and built prior to 2000 with any type of vehicular parking under dwelling units including tuck-under parking?	
(c)	Constructed with any shear walls comprised of stucco, plaster, or drywall?	
(d)	Constructed with any shear walls exhibiting aspect ratios greater than 4:1?	
(e)	Located less than 2-feet between adjacent buildings (pounding hazard) and were constructed prior to 2000?	
(f)	Consist of any deteriorating wood lateral-force resisting elements?	
12.	Do any building structures on the Property include any cantilever construction extending more than three feet?	
13.	Do any of the construction characteristics present a risk that the buildings or part of any buildings would collapse in an earthquake? If yes, describe.	



## INSTRUCTIONS FOR THE PNA PROPERTY EVALUATOR

### APPENDIX D

#### PROPERTY CONDITION STANDARDS AND RATINGS AND INSTRUCTIONS FOR PROPERTY USEFUL LIFE TABLE

The Property Useful Life Table (See Appendix E to the Instructions to the PNA Property Evaluator) is the tool used by the Property Evaluator to estimate the impact of wear and tear on the Property and its component systems by assessing the current condition of each component or system without regard to the year the Property was built. The Useful Life Table must be included in the Executive Summary section of the PNA Report.

The Property Useful Life Table will be used by the Property Evaluator to assess the condition of major components or systems at the Property, which should be measured based upon the observed conditions at the time of assessment. While characteristics from multiple rating categories below may apply to individual components or system, the rating is intended to be a representative evaluation of that component or system at the Property. If the Remaining Useful Life of a particular Property system or component varies significantly (e.g., the Property consists of four separate buildings, and the roof is in excellent shape on three of the buildings and in need of replacement on the fourth), the Property Evaluator will categorize the Remaining Useful Life of such component or system based on the average of each observed part of such system or component (e.g., if the roof on three of the buildings would be rated a "1", and the roof on the fourth building would be rated a "5", the overall rating for the roof system at the Property would be a "2").

The Property Evaluator must assess and categorize the physical condition of each Property system and its related components listed on the Property Useful Life Table in the column titled "Condition", based on a 1 through 5 rating, using the following ratings and condition indicators.

RATING CATEGORY	DESCRIPTION OF PROPERTY SYSTEM/COMPONENT
Category 1	<b>No substantial concerns observed. No further action required.</b> <ul style="list-style-type: none"><li><u>Life Safety</u>: No issues are observed.</li><li><u>Deferred Maintenance</u>: No observable or reported signs of deferred maintenance.</li><li><u>Routine Maintenance</u>: The Property has superior maintenance practices in place that appear to be extending the remaining useful life of the system or its components.</li></ul>

- Remaining Useful Life: The remaining useful life of the system or component will exceed the Mortgage Loan term by more than 10 years due to the high quality of materials or Property maintenance practices.

## Category 2

### **Some minor issues are noted. Limited follow-up is required.**

- Life Safety: Either no issues are observed or minor issues are observed.
- Deferred Maintenance: Isolated issues or minor items are observed that can be addressed by in-house maintenance staff or with limited expense.
- Routine Maintenance: The Property's maintenance practices appear to be addressing issues on a proactive basis, ensuring good overall system performance.
- Remaining Useful Life: The remaining useful life of the system or component will exceed the Mortgage Loan term by at least 3 years due to the quality of the materials or Property maintenance practices.

## Category 3

### **Substantial and/or critical issues noted. Documented follow-up IS required.**

- Life Safety: Some issues are observed that require immediate attention, but that do not require capital expenditures.
- Deferred Maintenance: Concerns are observed that cannot be addressed by in-house maintenance staff, and that would appear to materially affect the Property Evaluator's cost estimates for repairs.
- Routine Maintenance: The Property's maintenance practices appear to be a combination of proactive and reactive practices, with some limited number of systems or components requiring attention.
- Remaining Useful Life: The remaining useful life of the system or component is between 3 and 5 years from the date of the PNA Report. The quality of materials and maintenance is below average.

## Category 4

### **Overall condition showing signs of deterioration. Documented follow-up with possible action plan required.**

- Life Safety: Issues are observed that require immediate attention and capital expenditures or repairs on an immediate basis.
- Deferred Maintenance: Issues are observed affecting one major system or several components of different systems that will materially affect the Property Evaluator's cost estimates for expenditures for capital improvement or repairs within the next 12 months.
- Routine Maintenance: The Property's maintenance practices appear to be reactive and are not addressing system or component condition concerns in a timely manner.
- Remaining Useful Life: The remaining useful life of the system or component is less than 3 years from the date of the PNA Report. The quality of materials is substandard, the system or component has exceeded its estimated useful life, or materials are poorly maintained.

**Category 5      Severe deferred maintenance observed. Substantial follow-up and action plan are required.**

- Life Safety: Significant issues are observed that will require significant expenditures to be included in the Property Evaluators cost estimates for repairs or capital improvement replacements on an immediate basis.
- Deferred Maintenance: Excessive deferred maintenance is observed at multiple systems or components that will require significant expenditures to be included in the Property Evaluators cost estimates for repairs or capital improvement replacements on an immediate basis.
- Routine Maintenance: Inadequate maintenance practices are in place that do not address either on-going maintenance to ensure the Estimated Useful Life is achieved or maintenance to ensure functionality of the system
- Remaining Useful Life: The useful life of the system or component has been exceeded. The quality of original materials is poor, the system has exceeded its estimated useful life by a significant margin, and maintenance is poor.

The Property Evaluator should indicate “NV” in the column for that system or component at the Property if the condition of the system or component was not visible to the Property Evaluator based on access, life safety, weather conditions or other blockages. Deferred maintenance items cannot be determined based on lack of access. Further action may be required.

The Property Evaluator should indicate “NA” in the column if that system or component does not exist at the Property.

In completing the Property Useful Life Table for the Property, the Property Evaluator should use the following definitions:

- “**EUL**” is the typical Estimated Useful Life for the specified system/component, as set forth on Appendix F to PNA Instructions – Estimated Useful Life (EUL) Reference Table.
- “**Eff Age**” is the Effective Age of the specified system or component based on the Property Evaluator’s assessment of the condition of the system or component.
- “**RUL**” is the Remaining Useful Life of the specified system or component based on the EUL minus the Effective Age.
- “**RUL:EUL Ratio**” is the ratio of RUL for the specified system or component divided by the EUL for the specified system or component.

**Note:** Your privacy is very important to us. To better serve you, the form information you enter is recorded in real time.

**Who to contact?\***

Planning ▼

**Your name**

Samantha Spano

**Comments\***

CBRE was retained to perform municipal research on the property located at 5025 East Nellis Oasis Lane in Las Vegas, NV. Specifically, I am looking for any outstanding building, zoning, or fire code violations at this property. I am also seeking a copy of the Certificate of Occupancy

1763/2048

**Phone**

Format: 702-229-6011

**Email**

samantha.spano@cbre.com

**Note:** Please provide an email address or phone number for a response.

Westland000192

Submit Form

**APP1650**



## Thank You

The form was submitted successfully.

Westland000193

**APP1651**



## INSTRUCTIONS FOR THE PNA PROPERTY EVALUATOR

### APPENDIX G

#### REFERENCE MATERIAL: KNOWN PROBLEMATIC BUILDING MATERIALS

Following is a list of known problematic building materials or specific property design issues that, if identified by the Property Evaluator, must be addressed in the Physical Needs Assessment. When the Property Evaluator identifies one of these issues, the discussion of these items in the PNA Report should include:

- an evaluation of the problematic building material or design issues in the Property system, including:
  - the condition of the material and quality of construction of that system;
  - a description of the historical and current condition and performance of that system; and
  - any remediation or retrofit of the system, already in place or, if no retrofit is in place, whether any warning system for the system exists;
- an evaluation of the long-term financial impact of the issue; and
- a recommendation as to how the Owner should address the known problematic materials, including estimated replacement or retrofit costs.

#### **A. ARCHITECTURAL SYSTEMS**

##### **1. Fire Retardant Treated Plywood (FRTTP)**

Fire Retardant Treated Plywood is plywood that has been treated with a fire retardant that, in some cases has caused the plies of the sheathing to delaminate. Delamination of the sheathing has lead to failure of positive attachment of roof coverings.

##### **2. Compressed Wood or Composite Board Siding**

Composite siding is a man-made board that is manufactured from various combinations of wood fibers, fillers, binders and glue, to form exterior siding commonly referred to as T1-11 siding. An embossed layer is often added to simulate the look of natural wood. The products take the form of either lap siding or panel siding. The primary concern related to this product is its tendency to absorb water at locations where the “compressed wood” is exposed. This includes areas where nails have been over-driven, unfinished joints, or improperly sealed penetrations through the material. Evidence of deterioration includes edge swell, delamination of the finish, warping, and fungus growth.



**Recommended Remediation:** Current condition, quality of installation, and replacement recommendations should be considered by the Property Evaluator, where appropriate.

### **3. Exterior Insulation Finish Systems (EIFS)**

Exterior insulation finish systems (EIFS) are a multi-layered exterior wall system consisting of a finish coat, a base coat, reinforcing mesh, adhesive and insulation board all of which are secured to some form of substrate. EIFS systems are also referred to as synthetic stucco or Dryvit. EIFS systems are designed to be “barrier” systems, meaning that they prevent water penetration from the outside. However, this also means that these systems do not “breathe” the way a traditional stucco system would. The problems associated with EIFS stemmed from water leaking behind the EIFS cladding and becoming trapped inside the walls, producing mildew and rot in the sheathing and framing. The most common areas for this type of damage have been at penetrations such as windows, doors, and roof penetrations (chimneys, vents, and drainage components). The problem has resulted from the areas around the penetrations not being properly flashed or sealed thereby allowing water intrusion, rather than from the exterior system itself allowing water infiltration. The Property Evaluator should consider a full exterior façade inspection if concerns regarding the installation or current condition of the exterior insulation finish systems (EIFS) are noted.

### **4. Chinese Drywall**

Chinese drywall refers to drywall imported from China (from approximately 2001 to 2007) which contains extraneous metals and minerals, such as sulfur, strontium and iron. Under certain environmental conditions (typically warm, humid climates), the drywall will emit sulfur gasses. These gases create a noxious odor and corrode copper and other metal surfaces, which can damage HVAC Systems, electrical wiring, copper plumbing, appliances and electronics. Chinese drywall can also cause adverse health effects, which are primarily irritant and temporary in nature. Long term health effects are unknown. Note that not all drywall manufactured in China is defective. Hundreds of millions of sheets of Chinese drywall were imported from 2004 to 2006, but defective Chinese drywall has been found in properties built or remodeled as early as 2001 and as late as 2009. The presence of Chinese drywall has been reported in [42 states](#), the District of Columbia and Puerto Rico. The total number of affected properties (which includes residential and commercial) is unknown, although the Consumer Product Safety Commission (CPSC) reports a total of 3,924 complaints. Chinese drywall is 1/2" in width. Chinese drywall is often found in properties with untainted drywall as well, which is why owners should not assume that their property is fine if they find U.S. drywall. Moreover, U.S. drywall may have been manufactured in China and rebranded.

**Recommended Remediation:** If tainted Chinese drywall is present at the Property, the Property should be completely remediated and any damage to mechanical equipment must be repaired.

## **B. MECHANICAL SYSTEMS**

### **1. Unit Level Electrical Amperage**

Fannie Mae requires that this item be identified in all Physical Needs Assessments. The amperage measurement that must be included in every Physical Needs Assessment is the amperage **as measured at the individual electric meter**. In almost all individually metered properties there is a breaker located somewhere near, if not directly below, the electric meter. This is the amperage measurement required. **Please note: this is not the amperage identified by adding all of the individual breakers at the unit level subpanel.** The amperage should be a minimum of 60 amps.

**Recommended Remediation:** If the amperage is below 60 amps, evaluation of this inadequacy may include discussion of items such as unit sizes, fuel sources for the mechanical equipment, cooking and typical living styles at the property.

### **2. Aluminum Branch Wiring**

All PNA reports must indicate the type of branch wiring at the property as **observed (i.e., visually verified and photographed)** by the Property Evaluator. If the Property Evaluator identifies aluminum wiring at the Property, the PNA Report must also indicate whether a retrofit, such as the installation of CO/ALR devices, is already in place. The primary concern with aluminum branch wiring is that, as a result of current flow, heated aluminum expands approximately 40% faster than copper. The unequal expansion rates between the aluminum wire and the copper, steel or brass switch or outlet connection point subjects the heated aluminum wire to a rapidly rising compressive stress (compressed wire expands). When the current is turned off, the termination cools causing the wire to contract, which in turn causes the connection to become loose. A loose electrical connection will accelerate the heating of the wire due to the restricted current flow (because the connection point is not snug); subsequently, the wire will heat up like a burner on a stove. An overheated connection could potentially lead to a fire. Appropriate recommendations regarding retrofit procedures that would result in a permanent repair should be noted.

**Recommended Remediation:** The Consumer Products Safety Commission's (CPSC) Publication 516, July 2011 (Repairing Aluminum Wiring), recommends a permanent repair using one of the following three methods:

- complete rewiring of the building;
- copper pig-tailing at the receptacles using COPALUM crimp connectors; or
- copper pig-tailing at the receptacles using AlumiConn connectors.

### **3. Electrical Overload Protection - Fused Subpanels**

Physical Needs Assessment to address concerns regarding fused subpanels, as fuses of different ratings will fit into a traditional Edison fuse socket. Consumers sometimes replace a fuse that

repeatedly “blows” with a higher ampere rated fuse. Although the new fuse may not open, it also may not protect the branch circuit. The result can be overloading which can subsequently lead to fire. Shunting of open fuses refers to the second concern with Edison sockets that can allow for the insertion of metal objects such as dimes to effectively reconnect the circuit. This creates both a life safety concern and a fire hazard. All reports must note whether circuit breakers or fuses are present at subpanels. Fuses currently installed must include tamper resistant devices and S type fuses.

**Recommended Remediation:** If fuses are not tamper resistant they should be upgraded to either include tamper resistant equipment or the installation of breakered subpanels.

#### **4. ABS Sanitary Lines**

There are five manufacturers who produced ABS pipe from 1984 to 1990 that may crack circumferentially at the joint. The manufacturers are Apache, Polaris, Centaur, Phoenix, and Gable. These manufacturers apparently used non-virgin materials that may eventually crack at the location where it comes in contact with the plumbers glue – typically circumferentially at the joints. If ABS piping is identified as being installed as the primary sanitary piping within the buildings (i.e., the material is not limited to the stub out from the wall to the fixture), the current condition and manufacturer must be verified.

**Recommended Remediation:** If the Property contains ABS pipe manufactured by one of the five problematic manufacturers, a plumbing survey performed by a qualified plumbing expert may be recommended in order to ascertain the current condition and potential short and long-term repair or replacement costs.

#### **5. Polybutylene Water Distribution Lines**

Polybutylene (“PB”) is a form of plastic resin that was used extensively in the manufacture of water supply piping from 1979 until about 1995. Due to the low cost of the material and ease of installation, PB piping was used as a substitute for traditional copper piping. It is believed that oxidants in public water supplies (such as chlorine) react with the PB piping and fittings, causing it to scale and flake and become brittle. Micro-fractures of the piping result, and the basic structural integrity of the pipe is reduced. The pipe becomes weak, and is susceptible to sudden failure. Other factors may also contribute to the failure of PB systems, such as improper installation. Most problematic installation situations involve the use of PB fittings (connections between sections of piping such as elbows). The crimping process utilized during installation, if not done correctly, can compromise the performance of the piping at that connection. PB piping which has been installed with copper fittings has historically performed better with regard to fittings installation, but this has no bearing on the pipe’s ability to withstand chemical breakdown. Historical and current conditions must be noted, potential issues with content of local water supply noted.

**Recommended Remediation:** A plumbing survey to determine actual piping condition may be required in order to fully evaluate this issue.

## 6. Galvanized Steel Water Distribution Lines

Galvanized pipe is defined as a steel pipe or wrought-iron pipe of standard dimensions, which has been galvanized by coating it with a thin layer of zinc. Galvanized piping has been utilized as a water supply system throughout the country, and is not limited to certain dates of construction. Galvanized piping systems typically exhibit corrosion more quickly than other plumbing systems, which can ultimately require the complete replacement of the piping system. Corrosion is a chemical or electrochemical process in which the metals commonly used in plumbing systems deteriorate and ultimately fail. Rates of corrosion produced by different waters vary widely, depending upon a number of factors (including acidity, electrical conductivity, temperature, oxygen concentration and the presence of sulfate and chlorides). Current and historical condition and any management reported replacements should be noted. Cost estimates of the replacement of a galvanized steel water distribution system should be carefully evaluated, as costs can vary significantly. Vertical water lines are generally more expensive to replace than the horizontal lines, as the vertical water lines are typically less accessible.

## 7. Omega Brand Fire Sprinkler Heads

All Omega sprinklers contain one, two or three small circular discs at the base of the sprinkler. The discs are very flat and thin and are spaced closely together. They may be white, chrome, or brass depending upon the finish of the sprinkler. If the sprinklers at the Property do not contain these discs, they are not Omegas. If they do have these discs, they may be Omegas. All Omega sprinklers contain the word "Central" or "CSC" somewhere on the daisy-like device. Approximately 8.4 million Omega brand sprinkler heads are part of a nationwide recall program. *All Omega sprinkler models are being recalled, including those Omegas manufactured after May 1, 1996. In a release dated October 14, 1998, the Consumer Product Safety Commission (CPSC) alleges that, on average, between 30 and 40 percent of Omegas removed from various locations around the country for testing, failed to activate as they should.*

**Recommended Remediation:** All Omega brand sprinkler heads should be recommended for replacement.

## 8. Central Brand Fire Sprinkler Heads

Central manufactured 33 million "wet" sprinklers with O-rings from 1989 until 2000 that are covered by a recall program. Central also manufactured 2 million "dry" sprinklers with O-rings from the mid-1970's to June 2001 that are covered by this program. The program also covers 167,000 sprinklers with O-rings manufactured by Gem Sprinkler Co. and Star Sprinkler Inc. from 1995 to 2001. A listing of all the models covered under this voluntary replacement program is available on-line at the CPSC website. Central initiated this recall because it discovered the performance of these O-ring sprinklers can degrade over time. These sprinkler heads can corrode or minerals, salts and other contaminants in water can affect the rubber O-ring seals. These factors could cause the sprinkler heads not to activate in a fire. The fire sprinkler

heads have the words "CENTRAL" or "STAR", the letters "CSC", the letter "G" in triangle, or a star-shaped symbol stamped on either the metal sprinkler frame or on the deflector. The model designation and date may also be stamped on the frame or deflector. The deflector is the flower, or gear-shaped metal piece at one end of the sprinkler head.

**Recommended Remediation:** All Central Brand sprinkler heads should be recommended for replacement.

## **9. Cadet Brand Electric In-wall Heaters**

Cadet Manufacturing produced in-wall electric heaters under the brand names Cadet and Encore that were sold and installed in single- family and multi- family residential projects from 1982 through 1999. The units were primarily distributed in Oregon, Washington, California, Idaho, Montana, and Wyoming. The heater models that are part of the most recent recall list (February 17, 2000) are as follows: FW, FX, LX, TK, ZA, Z, RA, RK, RLX, RX and ZC. The CPSC alleges that these particular models of heater are defective and overheat and catch fire. Flames, sparks or molten particles can spew through the front grill cover of the heater into the living area, putting residents at risk from fires. The heaters can also become energized creating a risk of electric shock.

**Recommended Remediation:** All Cadet brand heaters should be replaced immediately. Repairs to these units, such as limit switch replacement, are no longer considered an acceptable remediation method by the Consumer Product Safety Commission (CPSC).

## **C. UNIT APPLIANCES AND EQUIPMENT**

Any appliances or equipment identified by the Consumer Product Safety Commission (CPSC) as subject to recall must be identified. The Property Evaluator should be aware of recalled appliances and equipment, and make recommendations for replacement or repair consistent with the CPSC guidelines. Any costs for the necessary repair or replacement of recalled equipment should be included in the Cost Estimate Schedules.

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## Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
<b>Current/Notice/Vacant Residents</b>										
001	vsq-s1	400.00 10015599	Gregory Hyde	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 11/21/2016	11/20/2017	08/17/2017	8.34
				<b>Total</b>	<b>599.00</b>					
002	vsq-s1	400.00 10016975	Brittney Dixon	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		241.00
				<b>Total</b>	<b>614.00</b>					
003	vsq-s1	400.00 10018097	Love Life 7	604.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				<b>Total</b>	<b>530.00</b>					
004	vsq-s1	400.00 10018180	Mercedes Robinson	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/06/2017	05/05/2018		0.00
				<b>Total</b>	<b>614.00</b>					
005	vsq-s1	400.00 10008242	Constance Richards	604.00 insure rent rubs	10.00 454.00 50.00	0.00	0.00 06/21/2014	01/31/2018		0.00
				<b>Total</b>	<b>514.00</b>					
006	vsq-s1	400.00 10015749	Clifford Woods	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/12/2016	12/11/2017		0.00
				<b>Total</b>	<b>599.00</b>					
007	vsq-s1	400.00 10014886	Angela Griswold	554.00 rent rubs insure petrent	579.00 35.00 10.00 25.00	0.00	0.00 09/28/2016	09/27/2017		0.00
				<b>Total</b>	<b>649.00</b>					
008	vsq-s1	400.00 10017124	Winston Deguzman	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/09/2017	03/07/2018		0.00
				<b>Total</b>	<b>614.00</b>					
009	vsq-s1	400.00 10014372	Robert Thompson	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 08/24/2016	08/23/2017		0.00

10/20/2017 11:37 AM

### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>599.00</b>					
010	vsq-s1	400.00 10017960	Jamar Davis	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/01/2017	10/31/2017		0.00
				<b>Total</b>	<b>614.00</b>					
011	vsq-s1	400.00 10014481	Danielle Johnson	554.00 rent rubs	554.00 35.00	0.00	0.00 09/26/2016	09/25/2017		0.00
				<b>Total</b>	<b>589.00</b>					
012	vsq-s1	400.00 10008248	Nongluck Johnston	554.00 insure rent rubs military	10.00 525.00 50.00 -52.50	0.00	0.00 11/15/2011	05/31/2018		0.00
				<b>Total</b>	<b>532.50</b>					
013	vsq-s1	400.00 10017392	Marvin Jones (LLFS)	604.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 03/21/2017	03/20/2018		0.00
				<b>Total</b>	<b>530.00</b>					
014	vsq-s1	400.00 10017593	Steph Amaya	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/29/2017	03/28/2018		107.00
				<b>Total</b>	<b>614.00</b>					
015	vsq-s1	400.00 10018526	Deidre Phifer	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/07/2017	06/06/2018		0.00
				<b>Total</b>	<b>614.00</b>					
016	vsq-s1	400.00 10012016	Andre Pierce	554.00 rubs insure rent	35.00 10.00 614.00	0.00	0.00 03/02/2016	03/01/2018		0.00
				<b>Total</b>	<b>659.00</b>					
017	vsq-s1	400.00 10008252	Terry Meyer	604.00 rubs insure rent	35.00 10.00 510.00	0.00	0.00 03/26/2005	11/30/2017		-6.13
				<b>Total</b>	<b>555.00</b>					
018	vsq-s1	400.00 10009306	Tashil Farris	554.00 rubs insure rent	35.00 10.00 550.00	0.00	0.00 07/31/2015	07/31/2018		0.00



10/20/2017 11:37 AM

### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>595.00</b>					
019	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
020	vsq-s1	400.00 10018102	Sharee Glisson	554.00 rent	554.00	0.00	0.00 05/03/2017	11/02/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
021	vsq-s1	400.00 10008254	Francisco Zavala	604.00 insure	10.00	0.00	0.00 10/19/2013	04/18/2018		0.00
				rent	505.00					
				rubs	50.00					
				<b>Total</b>	<b>565.00</b>					
022	vsq-s1	400.00 10017076	Quintay liner	554.00 rent	554.00	0.00	0.00 03/01/2017	02/28/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
023	vsq-s1	400.00 10008256	Lolita Ruiz	554.00 insure	10.00	0.00	0.00 11/23/2014	06/05/2018		-100.00
				rent	490.00					
				rubs	50.00					
				<b>Total</b>	<b>550.00</b>					
024	vsq-s1	400.00 10018903	Jesse (DH1) Johnson	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		-462.61
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
025	vsq-s1	400.00 10017277	Soamalu Isabel	554.00 rent	554.00	0.00	0.00 03/14/2017	03/13/2018		9.52
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
026	vsq-s1	400.00 10014892	Derick Thomas	554.00 rent	554.00	0.00	0.00 09/28/2016	09/28/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
027	vsq-s1	400.00 10018035	Jarrod Livingston	554.00 rent	554.00	0.00	0.00 05/31/2017	05/31/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
028	vsq-s1	400.00 10017158	Passion Jamerson - Love Life 1	554.00 rent rubs insure	465.00 50.00 10.00	0.00	0.00 03/15/2017	03/14/2018		0.00
				<b>Total</b>	<b>525.00</b>					
029	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
030	vsq-s1	400.00 10015618	Christina Alvarez	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 11/26/2016	11/25/2017		0.00
				<b>Total</b>	<b>599.00</b>					
031	vsq-s1	400.00 10014559	Duane Fuller	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 10/06/2016	10/05/2017		0.00
				<b>Total</b>	<b>599.00</b>					
032	vsq-s1	400.00 10018719	Kennisha Williams	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/15/2017	06/14/2018		-356.00
				<b>Total</b>	<b>614.00</b>					
033	vsq-s1	400.00 10018413	Michelle Brown	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/05/2017	12/04/2017		-266.87
				<b>Total</b>	<b>614.00</b>					
034	vsq-s1	400.00 10018138	Nyala Yvette Hal	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/20/2017	05/19/2018		784.67
				<b>Total</b>	<b>614.00</b>					
035	vsq-s1	400.00 10017110	Le Neekqwa Cooper	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/09/2017	03/07/2018		0.00
				<b>Total</b>	<b>614.00</b>					
036	vsq-s1	400.00 10017442	Shameka scott	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/25/2017	03/24/2018		10.00
				<b>Total</b>	<b>614.00</b>					
037	vsq-s1	400.00 10018760	Cecelia Fox	604.00 rent	539.00	0.00	0.00 06/23/2017	06/22/2018		980.38

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
038	vsq-s1	400.00 10018298	Michael Goldman	554.00 rent	554.00	0.00	0.00 05/23/2017	05/22/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
039	vsq-s1	400.00 10017054	Joshua Tate	554.00 rent	554.00	0.00	0.00 03/01/2017	02/28/2018		300.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
040	vsq-s1	400.00 10018477	McNorton Smith	554.00 rent	554.00	0.00	0.00 06/07/2017	06/06/2018		-98.47
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
041	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
042	vsq-s1	400.00 10008268	Edward Poisson	554.00 rubs	35.00	400.00	0.00 08/26/2006	08/31/2017		0.00
				insure	10.00					
				rent	445.00					
				<b>Total</b>	<b>490.00</b>					
043	vsq-s1	400.00 10008269	Robert Loving	604.00 rubs	35.00	0.00	0.00 03/13/1999	05/31/2016		-607.00
				insure	10.00					
				rent	604.00					
				mtmrent	100.00					
				<b>Total</b>	<b>749.00</b>					
044	vsq-s1	400.00 10017731	Nayeli Madrid	554.00 rent	554.00	0.00	0.00 04/07/2017	04/06/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
045	vsq-s1	400.00 10013262	Michael Odonnell	554.00 rubs	35.00	0.00	0.00 05/28/2016	06/11/2017		0.00
				insure	10.00					
				rent	579.00					
				<b>Total</b>	<b>624.00</b>					
046	vsq-s1	400.00 10018408	Unico Clemente	554.00 rent	554.00	0.00	0.00 05/22/2017	11/21/2017		0.00

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
047	vsq-s1	400.00 10012125	Chelsea Dryden	554.00 rent	554.00	0.00	0.00 02/29/2016	02/28/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
048	vsq-s1	400.00 10015356	Michelle Summers	554.00 rent	554.00	0.00	0.00 11/04/2016	11/03/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
049	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
050	vsq-s1	400.00 10008273	Eric Hosley	604.00 prefemp	-25.00	0.00	0.00 05/31/2015	05/12/2018		-78.43
				rubs	35.00					
				insure	10.00					
				rent	540.00					
				<b>Total</b>	<b>560.00</b>					
051	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
052	vsq-s1	400.00 10014496	Thomas williams	604.00 rent	554.00	0.00	0.00 09/02/2016	09/01/2018		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
053	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
054	vsq-s1	400.00 10018626	Cheryl Parker	554.00 rent	554.00	0.00	0.00 07/05/2017	07/04/2018		-3.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
055	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
056	vsq-s1	400.00 10014322	Kendell Lowman	554.00 rent	554.00	0.00	0.00 09/02/2016	08/30/2018		671.97
				rubs	35.00					
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>599.00</b>					
057	vsq-s1	400.00 10018179	Greg kirk	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/01/2017	05/31/2018		0.00
				<b>Total</b>	<b>614.00</b>					
058	vsq-s1	400.00 10018694	Lawrence Anderson	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/29/2017	06/28/2018		39.93
				<b>Total</b>	<b>614.00</b>					
059	vsq-s1	400.00 10009413	Juan Tapia Alcala	654.00 rubs insure rent	35.00 10.00 499.00	0.00	0.00 08/04/2015	10/28/2017		0.00
				<b>Total</b>	<b>544.00</b>					
060	vsq-s1	400.00 10008277	US VETS 1	604.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 12/02/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
061	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
062	vsq-s1	400.00 10017102	Michael Sly	554.00 rent rubs insure military	554.00 50.00 10.00 -55.40	0.00	0.00 03/02/2017	03/02/2018		0.00
				<b>Total</b>	<b>558.60</b>					
063	vsq-s1	400.00 10018352	Tina Williams	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/25/2017	05/24/2018		27.65
				<b>Total</b>	<b>614.00</b>					
064	vsq-s1	400.00 10018852	Tonya Weigler	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/14/2017	07/13/2018		-1,089.68
				<b>Total</b>	<b>614.00</b>					
065	vsq-s1	400.00 10014985	David Blake	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 10/22/2016	10/21/2017		-49.77

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>599.00</b>					
066	vsq-s1	400.00 10008280	David Schneider	554.00 rubs	35.00	0.00	0.00 04/10/2015	04/09/2018		-6.77
				military	-47.50					
				insure	10.00					
				rent	472.50					
				<b>Total</b>	<b>470.00</b>					
067	vsq-s1	400.00 10015873	Rickey Miles	554.00 rent	554.00	0.00	0.00 12/16/2016	12/15/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
068	vsq-s1	400.00 10018873	William Hamilton	554.00 rent	554.00	0.00	0.00 07/22/2017	07/21/2018		119.84
				rubs	50.00					
				<b>Total</b>	<b>604.00</b>					
069	vsq-s1	400.00 10014969	Jeremi Jackson	604.00 rent	599.00	0.00	0.00 11/17/2016	11/16/2017		1,197.72
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>644.00</b>					
070	vsq-s1	400.00 10014066	Melissa Reed	554.00 rent	554.00	0.00	0.00 08/05/2016	08/04/2018		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
071	vsq-s1	400.00 10019032	Aryelle Smith	554.00 rent	554.00	0.00	0.00 06/30/2017	06/29/2018		25.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
072	vsq-s1	400.00 10008283	Michael Young	604.00 insure	10.00	0.00	0.00 09/11/2012	04/30/2016		106.75
				rubs	35.00					
				military	-51.00					
				rent	604.00					
				mlmrent	100.00					
				<b>Total</b>	<b>698.00</b>					
073	vsq-s1	400.00 10010423	Tyrone McAfee	554.00 rubs	35.00	0.00	0.00 09/24/2015	09/23/2017		0.00
				military	-55.40					
				rent	554.00					
				<b>Total</b>	<b>533.60</b>					
074	vsq-s1	400.00 10008285	William Gendreau	554.00 insure	10.00	0.00	0.00 08/04/2010	03/31/2018		0.00

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**Rent Roll with Lease Charges**

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	525.00					
				rubs	50.00					
				<b>Total</b>	<b>585.00</b>					
075	vsq-s1	400.00 10017160	Original Roofing 1	554.00 rent	500.00	0.00	0.00 03/06/2017	03/05/2018		10.00
				empty	-500.00					
				insure	10.00					
				<b>Total</b>	<b>10.00</b>					
076	vsq-s1	400.00 10018692	Alexis Smith	554.00 rent	554.00	0.00	0.00 06/13/2017	06/12/2018		24.40
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
077	vsq-s1	400.00 10017979	(LLFS)Larry McDowell	554.00 rent	554.00	0.00	0.00 04/28/2017	04/27/2018		168.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
078	vsq-s1	400.00 10019020	Oscar Maldonado_Sanchez	554.00 rent	554.00	0.00	0.00 07/12/2017	07/11/2018		296.13
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
079	vsq-s1	400.00 10017332	US VETS 10	554.00 rent	470.00	0.00	0.00 04/01/2017	03/31/2018		185.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
080	vsq-s1	400.00 10017520	Debra Davis	554.00 rent	554.00	0.00	0.00 04/04/2017	04/03/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
081	vsq-s1	400.00 10016902	Sandy Riveara	554.00 rent	554.00	0.00	0.00 02/18/2017	02/17/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
082	vsq-s1	400.00 10017819	Latonya(LLFS) Bolden	554.00 rent	470.00	0.00	0.00 04/21/2017	04/20/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
083	vsq-s1	400.00 10014079	(NCA)Wanda Boyden-slater	554.00 rent	554.00	0.00	0.00 08/01/2016	07/31/2017		1,685.00



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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rubs	35.00					
				insure	10.00					
				conc	-55.00					
				<b>Total</b>	<b>544.00</b>					
084	vsq-s1	400.00 10010422	Jeffrey Salvati	554.00 rubs	35.00	0.00	0.00 10/03/2015	04/02/2016		-475.78
				insure	10.00					
				rent	550.00					
				mtmrent	100.00					
				<b>Total</b>	<b>695.00</b>					
085	vsq-s1	400.00 10018580	Sheena Galang	604.00 rent	554.00	0.00	0.00 06/12/2017	06/11/2018		23.86
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
086	vsq-s1	400.00 10014387	Marcus Hayes	554.00 rent	554.00	0.00	0.00 08/19/2016	08/18/2017	08/26/2017	0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
087	vsq-s1	400.00 10018068	(LLFS)Willie Green	604.00 rent	470.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
088	vsq-s1	400.00 10016553	Roberta flores	554.00 rent	554.00	0.00	0.00 01/31/2017	01/30/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
089	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
090	vsq-s1	400.00 10008293	Tommy Pipes	554.00 rubs	35.00	0.00	0.00 06/02/2015	07/31/2017		0.00
				insure	10.00					
				rent	475.00					
				<b>Total</b>	<b>520.00</b>					
091	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
092	vsq-s1	400.00 10018206	Robert Miller	554.00 rent	554.00	0.00	0.00 05/30/2017	05/29/2018		10.00
				rubs	50.00					
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
093	vsq-s1	400.00 10018297	William Jones	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/05/2017	06/04/2018		0.00
				<b>Total</b>	<b>614.00</b>					
094	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
095	vsq-s1	400.00 10008294	Marvin Ratchford	604.00 insure rent rubs	10.00 485.00 50.00	0.00	0.00 01/26/1998	06/20/2018		0.00
				<b>Total</b>	<b>545.00</b>					
096	vsq-s1	400.00 10008297	David Williams	554.00 rubs insure rent	35.00 10.00 490.00	0.00	0.00 07/01/2014	06/30/2018		0.00
				<b>Total</b>	<b>535.00</b>					
097	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
098	vsq-s1	400.00 10018691	Klara Mitchell	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/05/2017	07/04/2018		459.78
				<b>Total</b>	<b>614.00</b>					
099	vsq-s1	400.00 10008299	Etta Townshed	604.00 insure rent rubs	10.00 455.00 50.00	400.00	0.00 08/10/2010	02/28/2018		195.00
				<b>Total</b>	<b>515.00</b>					
100	vsq-s1	400.00 10013503	Lakesha Green	554.00 rubs insure rent	35.00 10.00 664.00	0.00	0.00 06/24/2016	10/31/2016		0.00
				<b>Total</b>	<b>709.00</b>					
101	vsq-s1	400.00 10008301	Michael McDonald	604.00 insure rent rubs	10.00 510.00 50.00	0.00	0.00 05/03/2010	04/30/2018		0.00
				<b>Total</b>	<b>570.00</b>					
102	vsq-s1	400.00 10010487	Stephen Eldridge	554.00 rubs insure	35.00 10.00	0.00	0.00 09/26/2015	03/25/2017 08/01/2017		0.00

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	550.00					
				<b>Total</b>	<b>595.00</b>					
103	vsq-s1	400.00 10013591	Matthew Hickey	614.00 rent	554.00	0.00	0.00 07/02/2016	07/01/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
104	vsq-s1	400.00 10018112	Alyssa Hernandez	564.00 rent	554.00	0.00	0.00 05/04/2017	11/03/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
105	vsq-s1	400.00 10017383	Hovhanness Garabedian	614.00 rent	554.00	0.00	0.00 03/16/2017	03/15/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
106	vsq-s1	400.00 10008305	Randy Kilpela	564.00 rubs	35.00	200.00	0.00 01/01/1987	12/31/2017		0.00
				insure	10.00					
				rent	569.00					
				<b>Total</b>	<b>614.00</b>					
107	vsq-s1	400.00 10015134	Larry Harris	564.00 rent	554.00	0.00	0.00 10/24/2016	10/23/2017		20.58
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
108	vsq-s1	400.00 10014232	Latamra Williams	614.00 rent	554.00	0.00	0.00 10/03/2016	10/02/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
109	vsq-s1	400.00 10008308	Larry Price	614.00 insure	10.00	0.00	0.00 09/03/2011	03/31/2018		0.00
				rent	485.00					
				rubs	50.00					
				<b>Total</b>	<b>545.00</b>					
110	vsq-s1	400.00 10016861	Renee Draughon	564.00 hap	549.00	0.00	0.00 02/08/2017	02/28/2018		679.43
				insure	10.00					
				rent	40.00					
				<b>Total</b>	<b>599.00</b>					
111	vsq-s1	400.00 10014801	Albert Peyton	614.00 rent	554.00	0.00	0.00 09/28/2016	09/27/2017		-2.01
				rubs	35.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
112	vsq-s1	400.00 10008311	Bao Tran	564.00 rubs	35.00	0.00	0.00 01/30/2015	09/30/2017		0.00
				insure	10.00					
				rent	490.00					
				<b>Total</b>	<b>535.00</b>					
113	vsq-s1	400.00 10008312	Jordan Noles	564.00 rubs	35.00	0.00	0.00 12/26/2014	12/25/2016		-20.00
				insure	10.00					
				rent	465.00					
				<b>Total</b>	<b>510.00</b>					
114	vsq-s1	400.00 10017390	Edward(LLFS) Jones	564.00 rent	470.00	0.00	0.00 03/21/2017	03/20/2018		43.06
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
115	vsq-s1	400.00 10018668	Kiandra Barrett	614.00 rent	554.00	0.00	0.00 06/17/2017	06/16/2018		-27.15
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
116	vsq-s1	400.00 10018324	Thomas Ramsdell Jr	564.00 rent	554.00	0.00	0.00 05/20/2017	05/19/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
117	vsq-s1	400.00 10017391	Ronald Boss (LLFS)	564.00 rent	470.00	0.00	0.00 03/24/2017	03/23/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
118	vsq-s1	400.00 10008315	Rayvon McLemore	564.00 rubs	35.00	0.00	0.00 02/26/2013	07/31/2018		0.00
				insure	10.00					
				rent	510.00					
				<b>Total</b>	<b>555.00</b>					
119	vsq-s1	400.00 10015610	Bruce Pooler	614.00 insure	10.00	0.00	0.00 12/15/2016	12/14/2017		0.00
				hap	186.00					
				rent	403.00					
				<b>Total</b>	<b>599.00</b>					
120	vsq-s1	400.00 10014443	Anzhelina Pokidko	564.00 rent	554.00	0.00	0.00 08/24/2016	08/23/2018		0.00
				rubs	35.00					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
121	vsq-s1	400.00 10018157	Charles Young	614.00 rent	554.00	0.00	0.00 05/31/2017	05/31/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
122	vsq-s1	400.00 VACANT	VACANT	564.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
123	vsq-s1	400.00 VACANT	VACANT	614.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
124	vsq-s1	400.00 10017393	Kiesha LLFS Cramer	614.00 rent	470.00	0.00	0.00 03/21/2017	03/20/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
125	vsq-s1	400.00 10016904	Deishawn Willson	564.00 rent	554.00	0.00	0.00 02/28/2017	02/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
126	vsq-s1	400.00 10018910	kelly (DH5) Gallegos	564.00 rent	639.00	0.00	0.00 06/23/2017	07/22/2017		-482.60
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>699.00</b>					
127	vsq-s1	400.00 VACANT	VACANT	564.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
128	vsq-s1	400.00 10018761	Anthony Thomas Jr.	564.00 rent	554.00	0.00	0.00 06/16/2017	06/15/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
129	vsq-s1	400.00 10008323	Steve Carver	604.00 rubs	35.00	0.00	0.00 09/01/1990	10/31/2017		0.00
				insure	10.00					
				rent	545.00					
				<b>Total</b>	<b>590.00</b>					
130	vsq-s1	400.00 10014081	Jonathan viera	564.00 rubs	35.00	0.00	0.00 07/29/2016	01/28/2018		0.00
				insure	10.00					
				rent	569.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
131	vsq-s1	400.00 10008324	Dale Green	604.00 rubs rent	35.00 480.00	0.00	0.00 02/01/1994	12/31/2017		0.00
				<b>Total</b>	<b>515.00</b>					
132	vsq-s1	400.00 10008325	Randall Stramaglia	554.00 rubs rent insure	35.00 510.00 10.00	0.00	0.00 08/22/2010	06/30/2017		0.00
				<b>Total</b>	<b>555.00</b>					
133	vsq-s1	400.00 10008326	Melvin Jones	554.00 rubs insure rent	35.00 10.00 435.00	200.00	0.00 10/01/2010	08/31/2018		0.00
				<b>Total</b>	<b>480.00</b>					
134	vsq-s1	400.00 10015869	Jeanline Randolph	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/31/2016	12/30/2017		0.00
				<b>Total</b>	<b>599.00</b>					
135	vsq-s1	400.00 10017729	Rakeen Lichtenberger	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/22/2017	10/21/2017		0.00
				<b>Total</b>	<b>614.00</b>					
136	vsq-s1	400.00 10008328	Alvin Brown	554.00 insure rent rubs	10.00 460.00 50.00	200.00	0.00 04/29/2010	06/13/2018		50.00
				<b>Total</b>	<b>520.00</b>					
137	vsq-s1	400.00 10016300	Sharlyn Swanson	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 02/03/2017	01/02/2018		0.00
				<b>Total</b>	<b>599.00</b>					
138	vsq-s1	400.00 10008330	Steven Pelosi	554.00 insure rent rubs	10.00 460.00 50.00	300.00	0.00 07/08/2013	04/30/2018		0.00
				<b>Total</b>	<b>520.00</b>					
139	vsq-s1	400.00 10018390	Toonisha Henderson	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/02/2017	12/01/2017		22.53
				<b>Total</b>	<b>614.00</b>					

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## Rent Roll with Lease Charges

Village Square (Villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
140	vsq-s1	400.00 10008331	Henry Gray	554.00 prefemp rubs insure rent	-22.50 35.00 10.00 500.00	0.00	0.00 06/01/2015	06/30/2018		0.00
				<b>Total</b>	<b>522.50</b>					
141	vsq-s1	400.00 ADMIN	ADMIN	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
142	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
143	vsq-s1	400.00 10017333	US VETS 11	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		1,200.00
				<b>Total</b>	<b>530.00</b>					
144	vsq-s1	400.00 10018884	Rosie Flower	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/22/2017	06/21/2018		-661.47
				<b>Total</b>	<b>614.00</b>					
145	vsq-s1	400.00 10008333	Kevin Walkinshaw	554.00 military rent rubs	-47.50 475.00 50.00	0.00	0.00 03/26/2012	03/31/2018		-287.00
				<b>Total</b>	<b>477.50</b>					
146	vsq-s1	400.00 10015695	Mario Brown	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/01/2016	11/29/2017		0.00
				<b>Total</b>	<b>599.00</b>					
147	vsq-s1	400.00 10017266	Cindy Ortiz	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/18/2017	03/17/2018		-64.71
				<b>Total</b>	<b>614.00</b>					
148	vsq-s1	400.00 10017519	Maria Pichardo	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/08/2017	04/07/2018		17.73
				<b>Total</b>	<b>614.00</b>					
149	vsq-s1	400.00 10017944	Erit Coleman	564.00 rent rubs	554.00 50.00	0.00	0.00 04/28/2017	04/27/2018		0.00

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>604.00</b>					
150	vsq-s1	400.00 10017422	Shantwanette Glover (LLFS)	564.00 rent	470.00	0.00	0.00 03/24/2017	03/23/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
151	vsq-s1	400.00 10018374	Terrence Rowland	564.00 rent	690.00	0.00	0.00 07/21/2017	01/20/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>750.00</b>					
152	vsq-s1	400.00 10018566	Starline Wilson	564.00 rent	554.00	0.00	0.00 06/08/2017	06/07/2018		357.72
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
153	vsq-s1	400.00 10014204	Daniel Jones	564.00 rent	554.00	0.00	0.00 08/05/2016	08/04/2018		-95.68
				rubs	35.00					
				insure	10.00					
				military	-55.40					
				<b>Total</b>	<b>543.60</b>					
154	vsq-s1	400.00 10008349	LeTara Smith	564.00 rubs	35.00	200.00	0.00 04/20/1995	10/31/2017		0.00
				rent	460.00					
				<b>Total</b>	<b>495.00</b>					
155	vsq-s1	400.00 10017356	Sylvia Lewis	564.00 rent	554.00	0.00	0.00 03/27/2017	09/26/2017		-2.30
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
156	vsq-s1	400.00 10016696	Akiya Green	564.00 rent	554.00	0.00	0.00 02/04/2017	02/03/2018		49.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
157	vsq-s1	400.00 10018140	Florence Hough	564.00 rent	554.00	0.00	0.00 05/10/2017	05/09/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
158	vsq-s1	400.00 10014876	Justin Peck	614.00 rent	554.00	0.00	0.00 09/30/2016	09/29/2017		0.00
				rubs	35.00					
				insure	10.00					



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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>599.00</b>					
159	vsq-s1	400.00 10016654	David Lanford	564.00 rent rubs insure	465.00 50.00 10.00	0.00	0.00 02/01/2017	01/31/2018		0.00
				<b>Total</b>	<b>525.00</b>					
160	vsq-s1	400.00 10008267	Thomas Buckley	564.00 rent rubs	545.00 50.00	0.00	0.00 04/21/2017	04/20/2018		82.58
				<b>Total</b>	<b>595.00</b>					
161	vsq-s1	400.00 10017876	Michael Crawford	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/21/2017	04/20/2018		0.00
				<b>Total</b>	<b>614.00</b>					
162	vsq-s1	400.00 10018853	Danielle Musemici	564.00 rent rubs insure	564.00 50.00 10.00	0.00	0.00 07/27/2017	07/26/2018		0.00
				<b>Total</b>	<b>624.00</b>					
163	vsq-s1	400.00 ADMIN	ADMIN	564.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
164	vsq-s1	400.00 10019149	John Frick	564.00 rent rubs insure	654.00 50.00 10.00	0.00	0.00 07/27/2017	08/26/2017		0.00
				<b>Total</b>	<b>714.00</b>					
165	vsq-s1	400.00 10008357	Andrew Ramos	564.00 rubs rent	35.00 500.00	150.00	0.00 08/01/2012	01/31/2018		0.00
				<b>Total</b>	<b>535.00</b>					
166	vsq-s1	400.00 10008358	Shalanda Ray	564.00 rubs rent	35.00 500.00	0.00	0.00 01/17/2015	01/16/2018		0.00
				<b>Total</b>	<b>535.00</b>					
167	vsq-s1	400.00 10016745	Marguerite Lopez	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 02/10/2017	08/09/2018		0.00
				<b>Total</b>	<b>614.00</b>					
168	vsq-s1	400.00 10008360	Sandra Payne	564.00 rubs insure rent	35.00 10.00 525.00	0.00	0.00 03/27/2013	05/14/2018		0.00

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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				Total	570.00					
169	vsq-s1	400.00 10008361	Loren Marsh	564.00 rubs	35.00	0.00	0.00 12/10/2010	07/31/2018		425.00
				insure	10.00					
				rent	510.00					
				Total	555.00					
170	vsq-s1	400.00 10013067	Roshunda Hankins	614.00 rubs	35.00	0.00	0.00 06/01/2016	12/16/2017		0.00
				insure	10.00					
				rent	479.00					
				Total	524.00					
171	vsq-s1	400.00 10017610	Zachary Bonzie	564.00 rent	554.00	0.00	0.00 04/03/2017	10/02/2017		0.00
				rubs	50.00					
				insure	10.00					
				Total	614.00					
172	vsq-s1	400.00 10015679	Sheri Direaux	564.00 rent	554.00	0.00	0.00 12/03/2016	12/01/2017		0.17
				rubs	35.00					
				insure	10.00					
				Total	599.00					
173	vsq-s1	400.00 ADMIN	ADMIN	554.00	0.00	0.00	0.00			0.00
				Total	0.00					
174	vsq-s1	400.00 10017278	Donald Hemmings	564.00 rent	554.00	0.00	0.00 03/09/2017	03/08/2018		0.00
				rubs	50.00					
				insure	10.00					
				Total	614.00					
175	vsq-s1	400.00 10018117	Brooksie Walton	554.00 rent	554.00	0.00	0.00 05/04/2017	05/03/2018		735.97
				rubs	50.00					
				insure	10.00					
				Total	614.00					
176	vsq-s1	400.00 10014710	Darryl Herbert	554.00 rent	554.00	0.00	0.00 09/30/2016	09/29/2017		0.00
				rubs	35.00					
				insure	10.00					
				military	-55.40					
				Total	543.60					
177	vsq-s1	400.00 10018743	Adam Scott	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2018		0.00
				rubs	50.00					
				insure	10.00					
				furni	100.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>699.00</b>					
178	vsq-s1	400.00 10016707	Leon Thomas Jr.	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/01/2017	02/22/2018		0.00
				<b>Total</b>	<b>614.00</b>					
179	vsq-s1	400.00 10019005	Scott Watkins	554.00 rent rubs insure furni	539.00 50.00 10.00 100.00	0.00	0.00 06/23/2017	07/22/2017		366.41
				<b>Total</b>	<b>699.00</b>					
180	vsq-s1	400.00 10018060	Lisa James	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/14/2017	04/13/2018		0.00
				<b>Total</b>	<b>614.00</b>					
181	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
182	vsq-s1	400.00 10018527	Marcus Kline	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/01/2017	05/31/2018		0.00
				<b>Total</b>	<b>614.00</b>					
183	vsq-s1	400.00 10018096	Love Life 6	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/28/2017	04/27/2018		-124.75
				<b>Total</b>	<b>530.00</b>					
184	vsq-s1	400.00 10015720	Lavondia Mayfield	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/02/2016	12/01/2017		0.00
				<b>Total</b>	<b>599.00</b>					
185	vsq-s1	400.00 10008382	Michael Henson	614.00 rubs rent military	35.00 540.00 -54.00	0.00	0.00 04/17/2015	07/31/2018		0.00
				<b>Total</b>	<b>521.00</b>					
186	vsq-s1	400.00 10016930	Rodney Nuchols	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/01/2017	02/28/2018		0.00
				<b>Total</b>	<b>614.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
187	vsq-s1	400.00 10008383	Alex Toth	614.00 insure military rent rubs	10.00 -46.00 460.00 50.00	250.00	0.00 03/11/2015	03/31/2018		-222.00
				<b>Total</b>	<b>474.00</b>					
188	vsq-s1	400.00 10008384	US VETS 2	614.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 12/11/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
189	vsq-s1	400.00 10008385	US VETS 3	614.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 10/04/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
190	vsq-s1	400.00 10019274	Mark Drummond	564.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/18/2017	07/17/2018		227.29
				<b>Total</b>	<b>614.00</b>					
191	vsq-s1	400.00 10009515	Johnson Whiteside	564.00 rubs insure rent	35.00 10.00 524.00	0.00	0.00 08/24/2015	08/28/2017		7.38
				<b>Total</b>	<b>569.00</b>					
192	vsq-s1	400.00 10013846	Austin White	564.00 rubs insure rent	35.00 10.00 554.00	0.00	0.00 07/12/2016	02/11/2018	08/03/2017	-167.03
				<b>Total</b>	<b>599.00</b>					
193	vsq-s1	400.00 10016457	Joseph Bartley	614.00 rubs insure rent	50.00 10.00 604.00	0.00	0.00 02/01/2017	07/31/2017	08/06/2017	50.00
				<b>Total</b>	<b>664.00</b>					
194	vsq-s1	400.00 10008388	Francine Spencer	564.00 rubs insure rent	35.00 10.00 525.00	0.00	0.00 10/12/2010	11/30/2017		0.00
				<b>Total</b>	<b>570.00</b>					
195	vsq-s1	400.00 10008389	Monica Hren	564.00 rubs	35.00	300.00	0.00 10/03/2013	11/27/2017		34.31

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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	445.00					
				<b>Total</b>	<b>480.00</b>					
196	vsq-s1	400.00 10013378	Charles Jennings III	564.00 rubs	35.00	0.00	0.00 06/02/2016	12/01/2017		0.00
				insure	10.00					
				rent	479.00					
				<b>Total</b>	<b>524.00</b>					
197	vsq-s1	400.00 MODEL	MODEL	614.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
198	vsq-s1	400.00 10008404	Thomas Snyder	564.00 rubs	35.00	0.00	0.00 11/17/2009	12/31/2017		0.00
				rent	475.00					
				insure	10.00					
				<b>Total</b>	<b>520.00</b>					
199	vsq-s1	400.00 10008405	Leonard Batronie	614.00 petrent	10.00	400.00	0.00 10/30/2012	04/30/2018		-18.80
				military	-43.50					
				rent	435.00					
				rubs	50.00					
				<b>Total</b>	<b>451.50</b>					
200	vsq-s1	400.00 10013963	Joseph Storey	564.00 rent	554.00	0.00	0.00 07/30/2016	06/29/2017	08/13/2017	0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
201	vsq-s1	400.00 ADMIN	ADMIN	564.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
202	vsq-s1	400.00 VACANT	VACANT	564.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
203	vsq-s1	400.00 10017782	Jennifer Powers	614.00 rent	554.00	0.00	0.00 04/25/2017	10/24/2017		-3.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
204	vsq-s1	400.00 10016903	Dvashia Brown	564.00 rent	554.00	0.00	0.00 02/28/2017	02/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
205	vsq-s1	400.00 10017334	US VETS 12	604.00 rent	470.00	0.00	0.00 04/01/2017	03/31/2018		5.00
				rubs	50.00					

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## Rent Roll with Lease Charges

Village Square (Villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
206	vsq-s1	400.00 10014423	Brian Williams	554.00 rent	554.00	0.00	0.00 09/30/2016	10/20/2017		0.00
				rubs	35.00					
				insure	10.00					
				furni	25.00					
				<b>Total</b>	<b>624.00</b>					
207	vsq-s1	400.00 10016689	Douglas Curl	604.00 rent	554.00	0.00	0.00 02/03/2017	08/02/2017	08/02/2017	0.00
				rubs	50.00					
				insure	10.00					
				furni	25.00					
				<b>Total</b>	<b>639.00</b>					
208	vsq-s1	400.00 10008411	Roger Holt	604.00 petrent	25.00	0.00	0.00 04/10/2013	12/26/2017		0.00
				insure	10.00					
				rubs	35.00					
				military	-51.00					
				rent	513.00					
				<b>Total</b>	<b>532.00</b>					
209	vsq-s1	400.00 10017764	Regina Dunmore	604.00 rent	554.00	0.00	0.00 04/12/2017	10/11/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
210	vsq-s1	400.00 10008437	Authur Davis	554.00 rubs	35.00	210.00	0.00 11/12/2007	04/30/2018		0.00
				insure	10.00					
				rent	465.00					
				<b>Total</b>	<b>510.00</b>					
211	vsq-s1	400.00 10008438	Scott Nelson	604.00 prefemp	-22.00	0.00	0.00 04/23/2011	07/31/2018		0.00
				rubs	35.00					
				insure	10.00					
				rent	485.00					
				<b>Total</b>	<b>508.00</b>					
212	vsq-s1	400.00 10008439	Liliana Palomera-Patino	554.00 rubs	35.00	0.00	0.00 11/18/2013	12/18/2017		19.64
				rent	465.00					
				insure	10.00					
				<b>Total</b>	<b>510.00</b>					
213	vsq-s1	400.00 10008440	Cynthia Hernandez	604.00 insure	10.00	0.00	0.00 11/29/2013	12/14/2017		20.00
				rent	540.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rubs	50.00					
				<b>Total</b>	<b>600.00</b>					
214	vsq-s1	400.00 10017745	Claudia Ordaz	604.00 rent	554.00	0.00	0.00 04/11/2017	04/10/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
215	vsq-s1	400.00 10018367	Annette Watson	554.00 rent	554.00	0.00	0.00 05/22/2017	11/21/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
216	vsq-s1	400.00 10016576	James McBreen	604.00 rent	475.00	0.00	0.00 02/01/2017	01/31/2018		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>520.00</b>					
217	vsq-s1	400.00 10016818	Tommy Sherman	554.00 rent	554.00	0.00	0.00 03/01/2017	02/28/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
218	vsq-s1	400.00 10015560	William Washington	554.00 rent	554.00	0.00	0.00 11/30/2016	11/20/2017		30.81
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
219	vsq-s1	400.00 10013395	Eric (LLFS) Chappel	604.00 rubs	35.00	0.00	0.00 06/03/2016	12/04/2017		0.00
				insure	10.00					
				rent	454.00					
				conc	-100.00					
				<b>Total</b>	<b>399.00</b>					
220	vsq-s1	400.00 10008446	Gregory Bullock	554.00 rubs	35.00	0.00	0.00 12/20/2014	12/27/2017		0.00
				insure	10.00					
				rent	495.00					
				<b>Total</b>	<b>540.00</b>					
221	vsq-s1	400.00 10008447	Allan Farley	604.00 rubs	35.00	0.00	0.00 12/19/2014	10/31/2017		0.00
				rent	500.00					
				<b>Total</b>	<b>535.00</b>					
222	vsq-s1	400.00 10008448	Nicholas Summers	554.00 military	-50.00	0.00	0.00 05/16/2015	05/15/2018		0.00
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	525.00					
				rubs	50.00					
				<b>Total</b>	<b>535.00</b>					
223	vsq-s1	400.00 10008462	Louis Lopez	554.00 rubs	35.00	87.50	0.00 12/12/2012	01/31/2018		-6.52
				insure	10.00					
				prefemp	-23.00					
				rent	485.00					
				<b>Total</b>	<b>507.00</b>					
224	vsq-s1	400.00 10018925	Gwen Boone	604.00 rent	554.00	0.00	0.00 07/21/2017	07/20/2018		30.87
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
225	vsq-s1	400.00 10008464	Jesse Harmon	604.00 military	-56.00	0.00	0.00 01/29/2002	02/28/2018		-149.00
				insure	10.00					
				rent	589.00					
				rubs	50.00					
				<b>Total</b>	<b>593.00</b>					
226	vsq-s1	400.00 10008465	US VETS 4	604.00 rent	470.00	0.00	0.00 04/10/2013	03/31/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
227	vsq-s1	400.00 10018901	Theodore Moss (DH 8)	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		-292.61
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
228	vsq-s1	400.00 10019033	Brandon Matthews	554.00 rent	554.00	0.00	0.00 07/21/2017	07/20/2018		142.87
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
229	vsq-s1	400.00 10015395	Angelica Castro	604.00 rent	554.00	0.00	0.00 11/11/2016	11/10/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
230	vsq-s1	400.00 10016931	Amber Fluker-Holloway	554.00 rent	554.00	0.00	0.00 03/02/2017	02/28/2018		23.68
				rubs	50.00					
				insure	10.00					



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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
231	vsq-s1	400.00 10017643	Mercedes James	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/07/2017	04/05/2018		0.00
				<b>Total</b>	<b>614.00</b>					
232	vsq-s1	400.00 10017290	Gustavo Magallon	554.00 rent rubs insure furni	554.00 50.00 10.00 50.00	0.00	0.00 03/16/2017	09/15/2017		0.00
				<b>Total</b>	<b>664.00</b>					
233	vsq-s1	400.00 10008471	William Wirth	604.00 furni rubs insure rent	25.00 35.00 10.00 490.00	0.00	0.00 02/21/2015	07/31/2018		0.00
				<b>Total</b>	<b>560.00</b>					
234	vsq-s1	400.00 10018004	Takia King-Pullums	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/03/2017	11/02/2017		3.00
				<b>Total</b>	<b>614.00</b>					
235	vsq-s1	400.00 10018538	Janel Jones	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/09/2017	12/08/2017		0.00
				<b>Total</b>	<b>614.00</b>					
236	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
237	vsq-s1	400.00 10017439	Teena Baul	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/01/2017	09/30/2017		0.00
				<b>Total</b>	<b>614.00</b>					
238	vsq-s1	400.00 10015034	Marcel Moon	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 10/14/2016	10/13/2017		109.26
				<b>Total</b>	<b>599.00</b>					
239	vsq-s1	400.00 10018536	Wesley Jackson II	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/08/2017	06/07/2018		-144.87

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
240	vsq-s1	400.00 10018299	Mylani coleman	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/05/2017	12/04/2017		0.00
				<b>Total</b>	<b>614.00</b>					
241	vsq-s1	400.00 10017335	US VETS 13	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		0.00
				<b>Total</b>	<b>530.00</b>					
242	vsq-s1	400.00 10013713	(LLFS)Conley Lowe	554.00 insure rent rubs	10.00 464.00 50.00	0.00	0.00 06/30/2016	12/29/2017		728.88
				<b>Total</b>	<b>524.00</b>					
243	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
244	vsq-s1	400.00 10008491	US VETS 5	604.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 12/11/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
245	vsq-s1	400.00 10017339	US VETS 17	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		5.00
				<b>Total</b>	<b>530.00</b>					
246	vsq-s1	400.00 10008356	Regina Atkins	554.00 rent rubs insure	525.00 35.00 10.00	0.00	0.00 09/01/2016	08/31/2017		0.00
				<b>Total</b>	<b>570.00</b>					
247	vsq-s1	400.00 10018911	Josh Stephens (DH 13)	604.00 rent rubs insure furni	539.00 50.00 10.00 100.00	0.00	0.00 06/23/2017	07/22/2017		351.40
				<b>Total</b>	<b>699.00</b>					
248	vsq-s1	400.00 10019031	Olivia McCants	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/06/2017	07/05/2018		439.98

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
249	vsq-s1	400.00 10016788	Asia Murrey	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 02/11/2017	02/10/2018		0.00
				<b>Total</b>	<b>614.00</b>					
250	vsq-s1	400.00 10008507	Rodger Youngman	554.00 rubs insure rent	35.00 10.00 525.00	0.00	0.00 12/23/2014	12/15/2017		10.00
				<b>Total</b>	<b>570.00</b>					
251	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
252	vsq-s1	400.00 10018137	Michael Ramos	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/10/2017	05/09/2018		154.00
				<b>Total</b>	<b>614.00</b>					
253	vsq-s1	400.00 10017336	US VETS 14	604.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		5.00
				<b>Total</b>	<b>530.00</b>					
254	vsq-s1	400.00 10017673	Nadia Mckenzie	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/08/2017	04/07/2018		0.00
				<b>Total</b>	<b>614.00</b>					
255	vsq-s1	400.00 10008510	Richard Skaggs	604.00 rubs insure military rent	50.00 10.00 -46.00 520.00	0.00	0.00 08/11/2014	01/31/2018		417.50
				<b>Total</b>	<b>534.00</b>					
256	vsq-s1	400.00 10015714	Demetrius Roper	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/05/2016	12/04/2017		0.00
				<b>Total</b>	<b>599.00</b>					
257	vsq-s1	400.00 10014869	Teresa Gilbert-Perille	604.00 rent rubs insure	454.00 35.00 10.00	0.00	0.00 09/30/2016	09/29/2017		0.00
				<b>Total</b>	<b>499.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
258	vsq-s1	400.00 10018487	Brenda Thompson	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/31/2017	05/30/2018		0.00
				<b>Total</b>	<b>614.00</b>					
259	vsq-s1	400.00 10013593	Terrance Dyess	554.00 rent rubs insure	664.00 35.00 10.00	0.00	0.00 06/27/2016	06/13/2017		0.00
				<b>Total</b>	<b>709.00</b>					
260	vsq-s1	400.00 10018307	Kevin Kushion	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/26/2017	11/25/2017		0.00
				<b>Total</b>	<b>614.00</b>					
261	vsq-s1	400.00 10009363	Fausto Espino	554.00 rubs rent insure	35.00 514.00 10.00	0.00	0.00 08/07/2015	08/06/2017		0.00
				<b>Total</b>	<b>559.00</b>					
262	vsq-s1	400.00 10016710	Tonya(lifs) Johnson	554.00 rent rubs insure	465.00 50.00 10.00	0.00	0.00 02/08/2017	02/07/2018		0.00
				<b>Total</b>	<b>525.00</b>					
263	vsq-s1	400.00 10008528	Marvalynn Bryan	554.00 petrent rubs insure rent	20.00 35.00 10.00 470.00	87.50	0.00 11/30/2012	11/30/2017		45.00
				<b>Total</b>	<b>535.00</b>					
264	vsq-s1	400.00 10014134	Demone Mann	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 08/06/2016	08/05/2017		0.00
				<b>Total</b>	<b>599.00</b>					
265	vsq-s1	400.00 10018094	Love Life 4	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				<b>Total</b>	<b>530.00</b>					
266	vsq-s1	400.00 10014074	(NCA)Selmus Gaynor	554.00 rubs insure rent	35.00 10.00 554.00	0.00	0.00 07/30/2016	07/28/2018		2,674.00

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>599.00</b>					
267	vsq-s1	400.00 10017853	Camren Harrell	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/17/2017	10/16/2017		0.00
				<b>Total</b>	<b>614.00</b>					
268	vsq-s1	400.00 10008530	US VETS 6	604.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 12/11/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
269	vsq-s1	400.00 10017918	Donne Johnson	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/28/2017	04/27/2018		10.00
				<b>Total</b>	<b>614.00</b>					
270	vsq-s1	400.00 10011514	Veotis Caldwell	554.00 rubs insure rent	35.00 10.00 569.00	0.00	0.00 02/09/2016	08/08/2017		0.00
				<b>Total</b>	<b>614.00</b>					
271	vsq-s1	400.00 10008532	Eloise Thomas	554.00 insure rent rubs	10.00 450.00 50.00	400.00	0.00 10/10/2014	01/31/2018		460.00
				<b>Total</b>	<b>510.00</b>					
272	vsq-s1	400.00 10018239	Olyjan Akens	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/13/2017	11/12/2017		387.00
				<b>Total</b>	<b>614.00</b>					
273	vsq-s1	400.00 10008533	James Boxmeyer	604.00 rubs insure rent military	35.00 10.00 565.00 -56.00	0.00	0.00 03/16/2015	05/31/2017		0.00
				<b>Total</b>	<b>554.00</b>					
274	vsq-s1	400.00 10018530	Charlette Lancaster	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/12/2017	06/11/2018		-201.13
				<b>Total</b>	<b>614.00</b>					
275	vsq-s1	400.00 10008534	Jonathan Neves	554.00 insure	10.00	0.00	0.00 09/01/2014	09/30/2017		0.00

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				military	-47.50					
				rent	475.00					
				rubs	50.00					
				<b>Total</b>	<b>487.50</b>					
276	vsq-s1	400.00 10018904	Rafael Perez (DH 10)	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		-458.60
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
277	vsq-s1	400.00 10018609	Lee Sheppard	604.00 rent	554.00	0.00	0.00 12/23/2016	12/22/2017		674.65
				insure	10.00					
				rubs	35.00					
				<b>Total</b>	<b>599.00</b>					
278	vsq-s1	400.00 10018658	D'Angelo Bates	554.00 rent	554.00	0.00	0.00 06/14/2017	06/13/2018		-36.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
279	vsq-s1	400.00 10015201	Feleicia Walker	604.00 rent	554.00	0.00	0.00 10/29/2016	10/28/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
280	vsq-s1	400.00 10018264	Julian Duran	554.00 rent	554.00	0.00	0.00 05/12/2017	05/11/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
281	vsq-s1	400.00 10013759	Lillie Smith	554.00 rubs	35.00	0.00	0.00 07/05/2016	01/04/2018		0.00
				insure	10.00					
				rent	479.00					
				<b>Total</b>	<b>524.00</b>					
282	vsq-s1	400.00 10015665	Allyshia Stewart	554.00 rent	554.00	0.00	0.00 12/09/2016	12/08/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
283	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
284	vsq-s1	400.00 10016584	Stephaine Nathan	554.00 rent	554.00	0.00	0.00 01/31/2017	01/30/2018		18.81

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
285	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
286	vsq-s1	400.00 10017868	Darrell Berry	554.00 rent	554.00	0.00	0.00 04/28/2017	04/27/2018		137.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
287	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
288	vsq-s1	400.00 10008550	Jacquelyn Pulvermuller	554.00 rubs	35.00	0.00	0.00 03/07/2015	09/06/2015		0.00
				insure	10.00					
				rent	450.00					
				mtmrent	100.00					
				<b>Total</b>	<b>595.00</b>					
289	vsq-s1	400.00 10018100	Love Life 9	554.00 rent	470.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
290	vsq-s1	400.00 10017630	Tawana Williams	554.00 rent	654.00	0.00	0.00 04/03/2017	05/02/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>714.00</b>					
291	vsq-s1	400.00 10009414	Omar Acosta	554.00 rubs	35.00	0.00	0.00 08/07/2015	08/07/2018		0.00
				rent	524.00					
				insure	10.00					
				military	-52.50					
				<b>Total</b>	<b>516.50</b>					
292	vsq-s1	400.00 10017360	Markqwasha Pugh	554.00 rent	554.00	0.00	0.00 04/01/2017	03/31/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
293	vsq-s1	400.00 10018025	Trashelle Robinson	554.00 rent	554.00	0.00	0.00 05/31/2017	05/30/2018		0.00
				rubs	50.00					
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
294	vsq-s1	400.00 10018196	Robert Vaca	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/05/2017	05/04/2018		0.00
				<b>Total</b>	<b>614.00</b>					
295	vsq-s1	400.00 10016308	Todd Lewis	604.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/31/2016	12/29/2017		768.00
				<b>Total</b>	<b>599.00</b>					
296	vsq-s1	400.00 10018945	Shannon Rumble	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/28/2017	07/27/2018		0.00
				<b>Total</b>	<b>614.00</b>					
297	vsq-s1	400.00 10014899	Cathryn Earl	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 09/30/2016	09/29/2017		928.00
				<b>Total</b>	<b>599.00</b>					
298	vsq-s1	400.00 10018446	Ebony Wise	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/31/2017	05/30/2018		0.00
				<b>Total</b>	<b>614.00</b>					
299	vsq-s1	400.00 10017629	Cornell Maxwell Black	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/05/2017	04/04/2018		0.00
				<b>Total</b>	<b>614.00</b>					
300	vsq-s1	400.00 10015135	Balivia Price*	554.00 rubs insure rent	35.00 10.00 654.00	0.00	0.00 10/21/2016	11/20/2016		124.00
				<b>Total</b>	<b>699.00</b>					
301	vsq-s1	400.00 10017337	US VETS 15	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		5.00
				<b>Total</b>	<b>530.00</b>					
302	vsq-s1	400.00 10014222	Glenyesha Browne*	554.00 rubs insure petrent	35.00 10.00 25.00	0.00	0.00 08/13/2016	09/12/2016		0.00



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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	654.00					
				<b>Total</b>	<b>724.00</b>					
303	vsq-s1	400.00 10018877	Justin Hadden	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		883.88
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
304	vsq-s1	400.00 10010604	Gayle Pestano-Wilson	554.00 rubs	35.00	0.00	0.00 10/05/2015	12/18/2017		924.00
				insure	10.00					
				rent	550.00					
				<b>Total</b>	<b>595.00</b>					
305	vsq-s1	400.00 10017114	Robert Prokosh	604.00 rent	554.00	0.00	0.00 03/04/2017	03/03/2018		100.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
306	vsq-s1	400.00 10018178	Laqwesha Seastrunk	554.00 rent	554.00	0.00	0.00 05/22/2017	05/21/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
307	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
308	vsq-s1	400.00 10008581	US VETS 7	604.00 insure	10.00	0.00	0.00 09/06/2013	03/31/2018		10.00
				rent	470.00					
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>540.00</b>					
309	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
310	vsq-s1	400.00 10008582	US VETS 8	604.00 insure	10.00	0.00	0.00 10/04/2013	03/31/2018		10.00
				rent	470.00					
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>540.00</b>					
311	vsq-s1	400.00 10017927	Kimi Schroever	554.00 rent	554.00	0.00	0.00 04/28/2017	10/31/2017		0.00
				rubs	50.00					
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
312	vsq-s1	400.00 10018013	Luna Cruz	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/29/2017	10/28/2017		0.00
				<b>Total</b>	<b>614.00</b>					
313	vsq-s1	400.00 10016718	Remedios Ancelmo	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 02/06/2017	02/05/2018		0.00
				<b>Total</b>	<b>614.00</b>					
314	vsq-s1	400.00 10010344	Franklin Mangold	554.00 rubs insure rent	35.00 10.00 550.00	0.00	0.00 09/11/2015	09/30/2017		0.00
				<b>Total</b>	<b>595.00</b>					
315	vsq-s1	400.00 10008602	Chris Ellison	604.00 rubs insure rent	35.00 10.00 550.00	0.00	0.00 02/25/2004	08/31/2018		0.00
				<b>Total</b>	<b>595.00</b>					
316	vsq-s1	400.00 10014051	(NCA)Laura Steagall	554.00 rubs insure rent	35.00 10.00 614.00	0.00	0.00 07/26/2016	12/31/2017		0.00
				<b>Total</b>	<b>659.00</b>					
317	vsq-s1	400.00 10017111	Kim Min	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/09/2017	09/07/2017	08/31/2017	0.00
				<b>Total</b>	<b>614.00</b>					
318	vsq-s1	400.00 10016590	Marcus Banks	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 02/01/2017	01/31/2018		698.00
				<b>Total</b>	<b>614.00</b>					
319	vsq-s1	400.00 10018172	Chanel Johnson	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/06/2017	06/05/2018		-75.99
				<b>Total</b>	<b>614.00</b>					
320	vsq-s1	400.00 10008606	Cleveland MCMath	554.00 rubs insure rent	35.00 10.00 500.00	0.00	0.00 11/28/2014	06/30/2018		-560.52

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

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Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>545.00</b>					
321	vsq-s1	400.00 10019028	Kenneth Elston	604.00 rent rubs	690.00 50.00	0.00	0.00 07/29/2017	07/28/2018		0.00
				<b>Total</b>	<b>740.00</b>					
322	vsq-s1	400.00 10008607	Gustavo Lopez	554.00 insure rent rubs	10.00 475.00 50.00	0.00	0.00 01/04/2010	06/29/2018		25.00
				<b>Total</b>	<b>535.00</b>					
323	vsq-s1	400.00 10014054	Peter Wesley Jr.	604.00 rent rubs insure military	554.00 35.00 10.00 -55.40	0.00	0.00 08/01/2016	07/31/2018		9.60
				<b>Total</b>	<b>543.60</b>					
324	vsq-s1	400.00 10018906	Tim(DH3) Field	554.00 rent rubs insure	639.00 50.00 10.00	0.00	0.00 06/23/2017	07/22/2017		-276.60
				<b>Total</b>	<b>699.00</b>					
325	vsq-s1	400.00 10014561	Ernie Duncan	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 09/09/2016	09/08/2018		0.27
				<b>Total</b>	<b>599.00</b>					
326	vsq-s1	400.00 10018093	Love Life 3	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/28/2017	04/27/2018		-6.01
				<b>Total</b>	<b>530.00</b>					
327	vsq-s1	400.00 10019126	Richard Curry	604.00 rent rubs insure	690.00 50.00 10.00	0.00	0.00 07/28/2017	10/27/2017		-1,378.23
				<b>Total</b>	<b>750.00</b>					
328	vsq-s1	400.00 10018208	Pamela Boessing	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/15/2017	05/14/2018		0.00
				<b>Total</b>	<b>614.00</b>					
329	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
330	vsq-s1	400.00 10018908	Ed (DH4) Cooksey	554.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		0.00
				rubs	50.00					
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
331	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
332	vsq-s1	400.00 10016274	Keith(lifs) Watkins	554.00 rent	454.00	0.00	0.00 01/05/2017	01/04/2018		0.00
				rubs	60.00					
				insure	10.00					
				<b>Total</b>	<b>524.00</b>					
333	vsq-s1	400.00 10013567	Ronnie(NCA) Thomas Jr.	554.00 rent	554.00	0.00	0.00 12/16/2016	12/15/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
334	vsq-s1	400.00 10008624	Jason Walton	554.00 rubs	35.00	150.00	0.00 02/12/2009	07/31/2018		0.00
				insure	10.00					
				rent	535.00					
				<b>Total</b>	<b>580.00</b>					
335	vsq-s1	400.00 10008625	Phillip Streff	604.00 rubs	50.00	0.00	0.00 01/16/2010	07/31/2017		0.00
				insure	10.00					
				rent	545.00					
				<b>Total</b>	<b>605.00</b>					
336	vsq-s1	400.00 10008626	Michael Boyd	554.00 insure	10.00	200.00	0.00 10/23/2005	08/31/2017		0.00
				rent	590.00					
				rubs	50.00					
				<b>Total</b>	<b>650.00</b>					
337	vsq-s1	400.00 10018878	Samuel Barnum	604.00 rent	654.00	0.00	0.00 07/21/2017	01/20/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>714.00</b>					
338	vsq-s1	400.00 10016759	Arshea Whittaker	554.00 rent	554.00	0.00	0.00 02/08/2017	02/07/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
339	vsq-s1	400.00 10008628	Kevin Barnett	554.00 insure	10.00	0.00	0.00 08/13/2013	02/28/2018		-88.50

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## Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				military	-55.50					
				rent	555.00					
				rubs	50.00					
				<b>Total</b>	<b>559.50</b>					
340	vsq-s1	400.00 10018742	Bobby Justice Webber	554.00 rent	554.00	0.00	0.00 07/07/2017	07/06/2018		420.15
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
341	vsq-s1	400.00 10018614	Julio Human	554.00 rent	554.00	0.00	0.00 06/13/2017	06/12/2018		79.80
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
342	vsq-s1	400.00 10016615	Phyllis Buckner	554.00 rent	554.00	0.00	0.00 02/02/2017	02/01/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
343	vsq-s1	400.00 10008643	Dawn McIntire	604.00 rubs	35.00	0.00	0.00 11/28/2011	11/30/2017		5.00
				insure	10.00					
				rent	510.00					
				<b>Total</b>	<b>555.00</b>					
344	vsq-s1	400.00 10008644	Edwin Riveria	554.00 prefemp	-20.75	0.00	0.00 10/31/2013	10/31/2017		0.00
				rubs	35.00					
				rent	440.00					
				<b>Total</b>	<b>454.25</b>					
345	vsq-s1	400.00 10009210	Aaron Watts	554.00 rubs	35.00	0.00	0.00 08/03/2015	02/02/2018		0.00
				insure	10.00					
				military	-52.50					
				petrent	25.00					
				rent	524.50					
				<b>Total</b>	<b>542.00</b>					
346	vsq-s1	400.00 10008646	Franklin Mills	554.00 rubs	35.00	0.00	0.00 01/07/2011	01/31/2018		0.00
				insure	10.00					
				military	-51.00					
				rent	560.00					
				<b>Total</b>	<b>554.00</b>					
347	vsq-s1	400.00 10018907	Audwin Miller (DH 11)	604.00 rent	539.00	0.00	0.00 06/23/2017	07/22/2017		-292.60
				rubs	50.00					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				insure	10.00					
				furni	100.00					
				<b>Total</b>	<b>699.00</b>					
348	vsq-s1	400.00 10016810	Shane kienholz	554.00 rent	554.00	0.00	0.00 02/14/2017	08/13/2017		-36.98
				rubs	50.00					
				insure	10.00					
				military	-54.00					
				<b>Total</b>	<b>560.00</b>					
349	vsq-s1	400.00 10018095	Love Life 5	604.00 rent	470.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
350	vsq-s1	400.00 10014420	Xavier Jones	554.00 rent	554.00	0.00	0.00 08/20/2016	08/19/2017	08/26/2017	0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
351	vsq-s1	400.00 10008651	Kyle Hamilton	604.00 mtmrent	100.00	0.00	0.00 09/20/2013	03/19/2014		129.67
				rubs	35.00					
				rent	495.00					
				insure	10.00					
				<b>Total</b>	<b>640.00</b>					
352	vsq-s1	400.00 10018039	Frederick Thomas	554.00 rent	554.00	0.00	0.00 04/28/2017	04/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
353	vsq-s1	400.00 10015661	Theresa Boling	554.00 rent	554.00	0.00	0.00 12/02/2016	11/30/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
354	vsq-s1	400.00 10017319	Priscilla Needham	554.00 rent	554.00	0.00	0.00 03/17/2017	03/16/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
355	vsq-s1	400.00 10009406	Ray Parker	554.00 rubs	35.00	0.00	0.00 08/21/2015	08/20/2017		0.00
				insure	10.00					
				rent	499.00					
				<b>Total</b>	<b>544.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
356	vsq-s1	400.00 10017537	Sha-Troyia Young	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 04/07/2017	04/06/2018		0.00
				<b>Total</b>	<b>614.00</b>					
357	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
358	vsq-s1	400.00 10010381	Elba Ensor	554.00 insure rent rubs	10.00 540.00 50.00	0.00	0.00 09/14/2015	03/13/2018		0.00
				<b>Total</b>	<b>600.00</b>					
359	vsq-s1	400.00 10008656	Patrick Jorgensen	554.00 insure rent rubs military	10.00 478.00 50.00 -48.00	0.00	0.00 03/11/2012	03/31/2018		0.00
				<b>Total</b>	<b>490.00</b>					
360	vsq-s1	400.00 10017338	US VETS 16	554.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		0.00
				<b>Total</b>	<b>530.00</b>					
361	vsq-s1	400.00 10017340	US VETS 18	604.00 rent rubs insure	470.00 50.00 10.00	0.00	0.00 04/01/2017	03/31/2018		1,200.00
				<b>Total</b>	<b>530.00</b>					
362	vsq-s1	400.00 10018348	Jesennia Carmen	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/05/2017	06/04/2018		0.00
				<b>Total</b>	<b>614.00</b>					
363	vsq-s1	400.00 10017431	Louniqa Bershell	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 03/23/2017	09/22/2017		0.00
				<b>Total</b>	<b>614.00</b>					
364	vsq-s1	400.00 10018351	Nebra Willis	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/31/2017	05/30/2018		-108.20
				<b>Total</b>	<b>614.00</b>					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
365	vsq-s1	400.00 10017399	Kevin Hayes*	604.00 rubs	50.00	0.00	0.00 03/23/2017	04/22/2017		207.29
				insure	10.00					
				rent	654.00					
				<b>Total</b>	<b>714.00</b>					
366	vsq-s1	400.00 10014817	Regina Wilson	554.00 rent	554.00	0.00	0.00 09/21/2016	11/09/2017		1,122.27
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
367	vsq-s1	400.00 10018243	Karen Chavez	604.00 rent	554.00	0.00	0.00 05/20/2017	11/19/2017		116.67
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
368	vsq-s1	400.00 10016017	Kim Violet	554.00 rent	554.00	0.00	0.00 12/23/2016	12/22/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
369	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
370	vsq-s1	400.00 10008703	William Andrews	554.00 rubs	35.00	0.00	0.00 08/21/2014	08/31/2017		0.00
				insure	10.00					
				rent	440.00					
				<b>Total</b>	<b>485.00</b>					
371	vsq-s1	400.00 10014901	Antonio Jackson	604.00 rent	554.00	0.00	0.00 10/01/2016	09/30/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
372	vsq-s1	400.00 10008705	US VETS 9	604.00 insure	10.00	0.00	0.00 06/07/2014	03/31/2018		10.00
				rent	470.00					
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>540.00</b>					
373	vsq-s1	400.00 10017381	Quinesha Pittmon	554.00 rent	554.00	0.00	0.00 03/30/2017	03/29/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
374	vsq-s1	400.00 10008706	US VETS 19	604.00 insure	10.00	0.00	0.00 12/20/2013	03/31/2018		10.00



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## Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				rent	470.00					
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>540.00</b>					
375	vsq-s1	400.00 10008707	Carl Folco	554.00 military	-46.40	0.00	0.00 11/30/2013	11/30/2017		0.00
				rubs	35.00					
				insure	10.00					
				rent	474.00					
				<b>Total</b>	<b>472.60</b>					
376	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
377	vsq-s1	400.00 VACANT	VACANT	604.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
378	vsq-s1	400.00 10008708	Ronald Brown	554.00 insure	10.00	100.00	0.00 10/30/2012	10/31/2017		-283.00
				rubs	35.00					
				rent	485.00					
				<b>Total</b>	<b>530.00</b>					
379	vsq-s1	400.00 10017302	Denzella Johnson	604.00 rent	554.00	0.00	0.00 03/16/2017	09/15/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
380	vsq-s1	400.00 10017330	Shawn Tatum	554.00 rent	554.00	0.00	0.00 03/31/2017	03/30/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
381	vsq-s1	400.00 10019290	Eduardo Gonzalez	604.00 rent	554.00	0.00	0.00 07/28/2017	07/27/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
382	vsq-s1	400.00 10018072	Edward King III	554.00 rent	554.00	0.00	0.00 05/31/2017	05/30/2018		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
383	vsq-s1	400.00 10018420	Britney Davis	604.00 rent	554.00	0.00	0.00 06/01/2017	11/30/2017		5.00
				rubs	50.00					
				insure	10.00					

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>614.00</b>					
384	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
385	vsq-s1	400.00 10018682	Kathy Fleming	604.00 rent	554.00	0.00	0.00 06/15/2017	06/14/2018		19.47
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
386	vsq-s1	400.00 10015696	Louis Palmer	554.00 rent	554.00	0.00	0.00 12/01/2016	11/29/2017		0.00
				rubs	35.00					
				insure	10.00					
				<b>Total</b>	<b>599.00</b>					
387	vsq-s1	400.00 VACANT	VACANT	554.00	0.00	0.00	0.00			0.00
				<b>Total</b>	<b>0.00</b>					
388	vsq-s1	400.00 10008710	Allen Bell	554.00 rent	475.00	0.00	0.00 12/20/2016	12/19/2017		-90.00
				rubs	35.00					
				<b>Total</b>	<b>510.00</b>					
389	vsq-s1	400.00 10008713	Ronald Benjamin	604.00 rubs	35.00	0.00	0.00 04/09/2005	07/31/2018		0.00
				insure	10.00					
				rent	565.00					
				<b>Total</b>	<b>610.00</b>					
390	vsq-s1	400.00 10017386	Robert Price	604.00 rent	554.00	0.00	0.00 03/17/2017	03/16/2018	08/01/2017	0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>614.00</b>					
391	vsq-s1	400.00 10018573	Love Life Family Services 11	554.00 rent	470.00	0.00	0.00 06/12/2017	06/11/2018		1,085.67
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>530.00</b>					
392	vsq-s1	400.00 10018139	Jamiery Reed	554.00 rent	654.00	0.00	0.00 05/10/2017	06/09/2017		0.00
				rubs	50.00					
				insure	10.00					
				<b>Total</b>	<b>714.00</b>					
393	vsq-s1	400.00 10008715	Sharon Davis	604.00 rubs	35.00	500.00	0.00 12/18/2002	11/30/2017		0.00
				insure	10.00					
				rent	505.00					

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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
				<b>Total</b>	<b>550.00</b>					
394	vsq-s1	400.00 10008716	US VETS 20	604.00 insure rent rubs insure	10.00 470.00 50.00 10.00	0.00	0.00 06/04/2013	03/31/2018		10.00
				<b>Total</b>	<b>540.00</b>					
395	vsq-s1	400.00 10018763	Todd Calhoun	604.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 06/30/2017	06/29/2018		250.00
				<b>Total</b>	<b>614.00</b>					
396	vsq-s1	400.00 10016272	Juan Montes	554.00 rent rubs insure	554.00 35.00 10.00	0.00	0.00 12/29/2016	12/28/2017		0.00
				<b>Total</b>	<b>599.00</b>					
397	vsq-s1	400.00 10008718	Robert McClendon	604.00 furni insure military rent rubs	25.00 10.00 -49.00 490.00 50.00	0.00	0.00 03/31/2015	11/29/2017		21.00
				<b>Total</b>	<b>526.00</b>					
398	vsq-s1	400.00 10009171	Dejonaë King	554.00 insure insure rent rubs	10.00 10.00 520.00 50.00	0.00	0.00 07/31/2015	04/02/2018		28.10
				<b>Total</b>	<b>590.00</b>					
399	vsq-s1	400.00 10018829	Sylvester Franklin	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 07/17/2017	07/16/2018		222.09
				<b>Total</b>	<b>614.00</b>					
400	vsq-s1	400.00 10018216	Amber Adams	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/05/2017	11/04/2017		0.00
				<b>Total</b>	<b>614.00</b>					
401	vsq-s1	400.00 10018528	Melvin Mc Caraney	604.00 rent rubs insure	604.00 50.00 10.00	0.00	0.00 06/07/2017	06/06/2018		-109.80
				<b>Total</b>	<b>664.00</b>					

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# Rent Roll with Lease Charges

Village Square (villages)

As Of = 07/31/2017

Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
402	vsq-s1	400.00 10011699	Wyaleemah Ford-Howard	554.00 rubs insure rent	35.00 10.00 569.00	0.00	0.00 02/05/2016	12/31/2017		-316.62
				<b>Total</b>	<b>614.00</b>					
403	vsq-s1	400.00 10012970	Edwin Santiago-Colon	554.00 rubs insure rent mtmrent	35.00 10.00 554.00 100.00	0.00	0.00 05/06/2016	07/31/2018		0.00
				<b>Total</b>	<b>699.00</b>					
404	vsq-s1	400.00 10018444	Joseph Deluccia	554.00 rent rubs insure	654.00 50.00 10.00	0.00	0.00 06/28/2017	07/27/2017		879.73
				<b>Total</b>	<b>714.00</b>					
405	vsq-s1	400.00 10008723	Tiffany Turner	604.00 rubs insure rent	35.00 10.00 525.00	0.00	0.00 08/01/2015	07/31/2017		0.00
				<b>Total</b>	<b>570.00</b>					
406	vsq-s1	400.00 10018409	Richard Mizelle Jr	554.00 rent rubs insure	554.00 50.00 10.00	0.00	0.00 05/20/2017	05/19/2018		861.09
				<b>Total</b>	<b>614.00</b>					
407	vsq-s1	400.00 10012952	Gary Dudelston	604.00 insure rent rubs military	10.00 554.00 50.00 -55.00	0.00	0.00 04/29/2016	04/30/2018		0.00
				<b>Total</b>	<b>559.00</b>					
408	vsq-s1	400.00 10017224	April Langstaff*	554.00 rubs insure rent	50.00 10.00 654.00	0.00	0.00 03/15/2017	04/14/2017		0.00
				<b>Total</b>	<b>714.00</b>					
409	vsq-b1	1,035.00 10018909	Noah Garner (DH 12)	899.00 rent rubs insure furni	639.00 50.00 10.00 100.00	0.00	0.00 06/23/2017	07/22/2017		-365.94
				<b>Total</b>	<b>799.00</b>					

Future Residents/Applicants

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### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
019	vsq-s1	400.00 10019291	Shenek Davis	604.00	0.00	0.00	0.00 08/05/2017	09/04/2017		25.00
			<b>Total</b>		<b>0.00</b>					
029	vsq-s1	400.00 10018666	William Boyd	554.00	0.00	0.00	0.00 08/04/2017	09/03/2017		25.00
			<b>Total</b>		<b>0.00</b>					
031	vsq-s1	400.00 10019406	Antwan Long	604.00	0.00	0.00	0.00 08/10/2017	02/09/2018		25.00
			<b>Total</b>		<b>0.00</b>					
041	vsq-s1	400.00 10018744	Daniel Scott	554.00	0.00	0.00	0.00 08/11/2017	08/10/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
049	vsq-s1	400.00 10019124	Jazmyne Nelson	554.00	0.00	0.00	0.00 08/14/2017	08/13/2018		-100.00
			<b>Total</b>		<b>0.00</b>					
051	vsq-s1	400.00 10019243	Diamoneque Kirk-Quintessence	554.00	0.00	0.00	0.00 08/01/2017	07/31/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
053	vsq-s1	400.00 10019443	Anthony Moore JR.	554.00	0.00	0.00	0.00 08/11/2017	08/10/2018		25.00
			<b>Total</b>		<b>0.00</b>					
055	vsq-s1	400.00 10019235	Kenzionne Evans-Nash	554.00	0.00	0.00	0.00 08/24/2017	08/23/2018		25.00
			<b>Total</b>		<b>0.00</b>					
061	vsq-s1	400.00 10019415	David Yunk	554.00	0.00	0.00	0.00 08/15/2017	02/14/2018		25.00
			<b>Total</b>		<b>0.00</b>					
089	vsq-s1	400.00 10018875	Crystal Culverson	604.00	0.00	0.00	0.00 08/11/2017	08/10/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
094	vsq-s1	400.00 10019163	Leslie Williams	554.00	0.00	0.00	0.00 08/14/2017	08/13/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
097	vsq-s1	400.00 10018849	Darlecia James	604.00	0.00	0.00	0.00 08/24/2017	08/23/2018		50.00
			<b>Total</b>		<b>0.00</b>					
102	vsq-s1	400.00 10019192	Jetta Ball	554.00	0.00	0.00	0.00 08/02/2017	09/01/2017		-75.00
			<b>Total</b>		<b>0.00</b>					
116	vsq-s1	400.00 10019403	Cynthia Larkin	564.00	0.00	0.00	0.00 08/08/2017	08/07/2018		25.00
			<b>Total</b>		<b>0.00</b>					
123	vsq-s1	400.00 10019365	Dewayne Washington	614.00	0.00	0.00	0.00 08/30/2017	08/29/2018		25.00
			<b>Total</b>		<b>0.00</b>					

10/20/2017 11:37 AM

### Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
127	vsq-s1	400.00 10019099	Donald Dunphy	564.00	0.00	0.00	0.00 08/01/2017	07/31/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
202	vsq-s1	400.00 10019461	Darandell Lewis	564.00	0.00	0.00	0.00 08/14/2017	08/13/2018		25.00
			<b>Total</b>		<b>0.00</b>					
236	vsq-s1	400.00 10018708	Yosheta Brand	554.00	0.00	0.00	0.00 08/01/2017	07/31/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
251	vsq-s1	400.00 10019464	Jose Moreno	604.00	0.00	0.00	0.00 08/11/2017	11/10/2017		0.00
			<b>Total</b>		<b>0.00</b>					
283	vsq-s1	400.00 10018985	Nahid Bakhtary	604.00	0.00	0.00	0.00 08/21/2017	09/20/2017		-75.00
			<b>Total</b>		<b>0.00</b>					
307	vsq-s1	400.00 10019079	Mark Robinson	554.00	0.00	0.00	0.00 08/02/2017	08/01/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
329	vsq-s1	400.00 10019233	Susan Hernandez	604.00	0.00	0.00	0.00 08/17/2017	02/16/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
331	vsq-s1	400.00 10019460	Alisha Holt	554.00	0.00	0.00	0.00 08/11/2017	08/10/2018		25.00
			<b>Total</b>		<b>0.00</b>					
369	vsq-s1	400.00 10019474	krystal Favors	604.00	0.00	0.00	0.00 08/11/2017	02/10/2018		25.00
			<b>Total</b>		<b>0.00</b>					
377	vsq-s1	400.00 10019442	Mikia Davis	604.00	0.00	0.00	0.00 08/15/2017	08/14/2018		25.00
			<b>Total</b>		<b>0.00</b>					
384	vsq-s1	400.00 10019118	Ladonna Simon	554.00	0.00	0.00	0.00 08/26/2017	08/25/2018		-75.00
			<b>Total</b>		<b>0.00</b>					
<b>Total</b>		<b>Village Square(villages)</b>		<b>234,021.00</b>	<b>218,439.35</b>	<b>4,735.00</b>	<b>0.00</b>			<b>18,546.47</b>

Summary Groups	Square Footage	Market Rent	Actual Rent	Security Deposit	Other Deposits	# Of Units	% Unit Occupancy	% Sqft Occupied	Balance
Current/Notice/Vacant Residents	164,235.00	234,021.00	218,439.35	4,735.00	0.00	409.00	90.46	90.50	17,971.47
Future Residents/Applicants	10,400.00	14,944.00	0.00	0.00	0.00	26.00			-575.00
Occupied Units	148,635.00	211,745.00				370	90.46	90.50	
Total Non Rev Units	2,000.00	2,850.00				5	1.22	1.32	
Total Vacant Units	13,600.00	19,426.00				34	8.31	8.38	
<b>Totals:</b>	<b>164,235.00</b>	<b>234,021.00</b>	<b>218,439.35</b>	<b>4,735.00</b>	<b>0.00</b>	<b>409</b>	<b>100.00</b>	<b>100.00</b>	<b>18,546.47</b>

Rent Roll with Lease Charges

Village Square (villages)  
As Of = 07/31/2017  
Month Year = 07/2017

Unit	Unit Type	Unit Resident	Name	Market Charge	Amount	Resident	Other Move In	Lease	Move Out	Balance
		Sq Ft		Rent Code		Deposit	Deposit	Expiration		
Summary of Charges by Charge Code										
(Current/Notice Residents Only)										
Charge Code		Amount								
rent		197,937.00								
rubs		16,305.00								
insure		3,640.00								
petrent		130.00								
military		-1,389.40								
furni		1,250.00								
mtmrent		600.00								
prefemp		-113.25								
empty		-500.00								
conc		-155.00								
hap		735.00								
Total		218,439.35								

Gate Code



5025

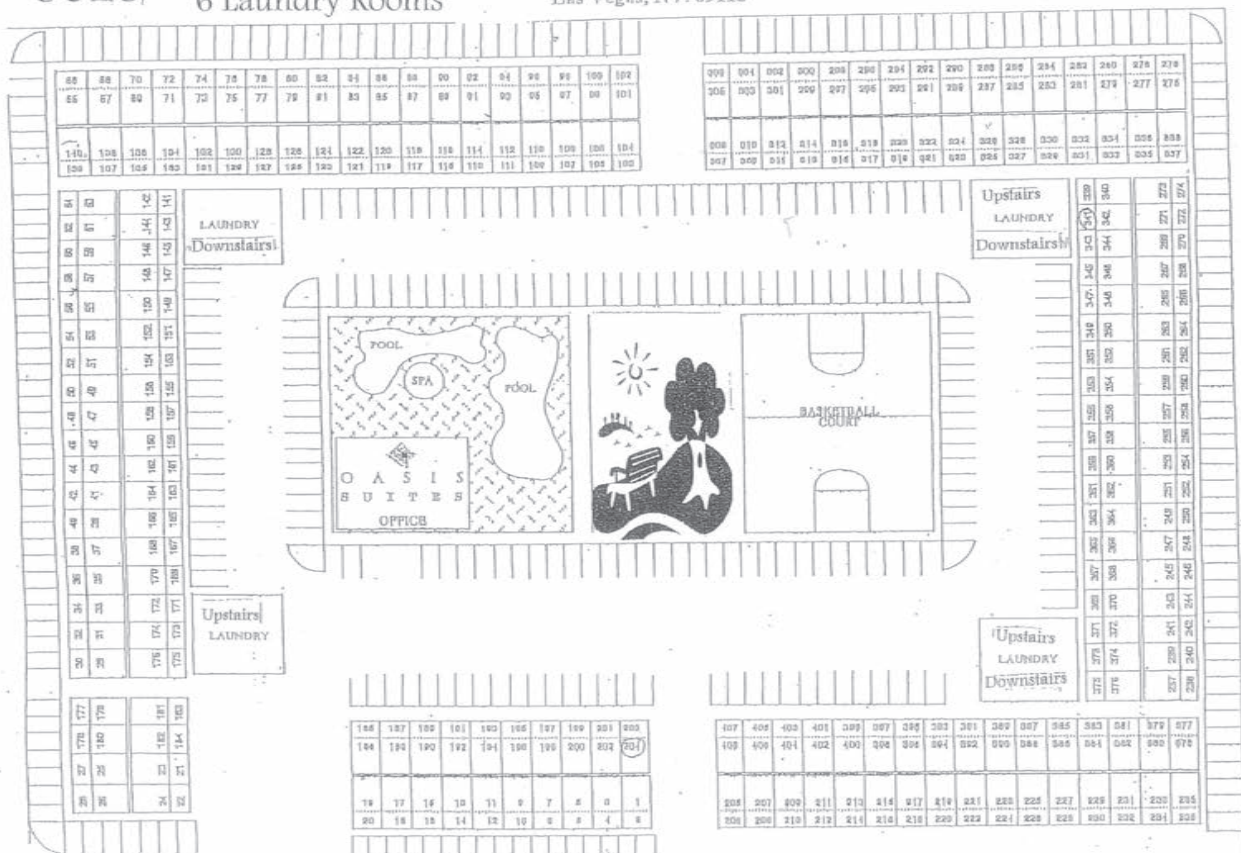
6 Laundry Rooms

Village Square Apartments

5025 Nellis Oasis Ln.  
Las Vegas, NV. 89115

ACME Security: (702)294-1000

Office: (702)643-7340



Westland000248

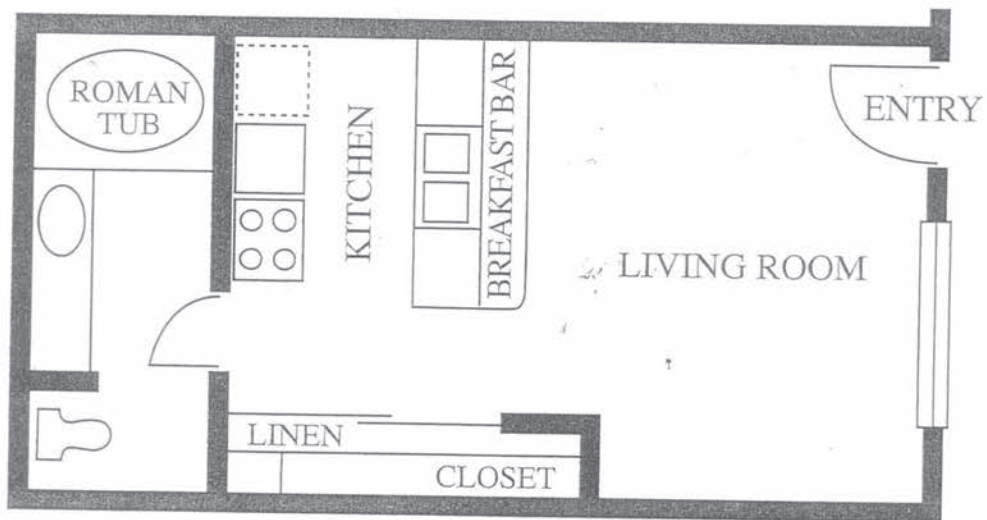
APP1706



FLOORPLAN A

STUDIO

400 sq. ft.





Google Earth

feet 400  
meters 100



Westland000250

APP1708

8-3-17

Village Square Apts

5025 Nellis Oasis (West Side Buildings-See Map)

Las Vegas NV 89115

Shamrock Communities

Kyle Vara

702-328-2614

kvara@trclv.com



BY THIS PROPOSAL/CONTRACT and for the Amount set forth below, and subject to and in accordance with the terms and conditions set forth herein and in the Attachments referenced below (Attachments are incorporated herein by reference as though fully set forth): (I) The Original Roofing Company, LLC, a Nevada entity, agrees to furnish to or on Customer's behalf and for the benefit of the Project, the labor, materials and/or equipment in accordance with those plans sheets and specification sections identified below, and no other; and (II) Customer agrees to pay for the Work and any changes/extras in the time and manner set forth in and to perform its obligations required by Attachment "1" and "2".

**Project:**

Village Square Apts 60 Mill Firestone Re-Roofs

**Location:**

5025 Nellis Oasis Las Vegas NV 89115

**Plans Sheets/Specifications:**

Per job walk 11-16-17 and/or field verification of job quantities.

**Schedule for Value of Work to be Performed:**

\$245,000.00

**For the Total Contract Value of:** \$245,000.00 \*(Options Not Included in Total Contract Value)

Price valid for the next 30 days; period will commence from the above Date.

The purpose of this memo is to formalize an agreement between The Original Roofing Company LLC. and Village Square Apts. The Original Roofing Company is authorized to do the work as specified above. Prices, Specifications, Terms and Conditions (Attachments "1" & "2") are deemed satisfactory and are hereby accepted.

Kyle Vara

kvara@trclv.com

Accepted & Dated

4515 Copper Sage St, Suite 100, Las Vegas, NV. 89115 • Ph: (702)798-6757 • Fx: (702)798-6550  
License #0056078 [Roofing] • License #0060234 [Metal] Bid Limit - UNLIMITED

Page 1/5

Westland000251

**APP1709**

8-3-17

Village Square Apts

5025 Nellis Oasis (West Side Buildings-See Map)

Las Vegas NV 89115

Shamrock Communities

Kyle Vara

702-328-2614

kvara@trclv.com



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ATTACHMENT "1"

**SCOPE OF WORK CONSISTS OF ONLY THE ITEMS DETAILED BELOW:**

Village Square Apts 60 Mill Firestone Re-Roofs

Remove all main roof areas to bare wood and haul away.

Replace all plastic drains with new 3" cast iron drains.

Replace all louvered wall vents with new wall vents.

Install new 5/8 type x gypsum board over entire flat roof surface as required by manufacturer. (Fire rated Gypsum)

Install a new 60 Mil TPO roof system mechanically fastened over field areas welded on seams.

Install all manufacturer accessories (TPO boots, T-patches, unsupported field wraps)

Install new penetration pockets at multi line sets filled with S-10 pourable sealer.

Wall sections will be fully adhered in a solvent based adhesive. Termination will be made with Term Bar & Surface mount flashings.

New 4x4 wrapped blocking will be placed under A/C units along with wrapped 2 x 4 blocking under conduits.

New coping metal to be installed on top flat well section perimeters.

KEEP ROOF AND GROUND CLEAN AND SAFE DAILY

Labor Warranty 5 Year

Manufacturer Warranty 15 Year

THIS PROPOSAL IS GOOD FOR 30 DAYS ONLY

Rotten Plywood Replaced at an Additional \$42.00 Per Sheet

4515 Copper Sage St, Suite 100 , Las Vegas, NV. 89115 • Ph: (702)798-6757 • Fx: (702)798-6550  
License #0056078 [Roofing] • License #0060234 [Metal] Bid Limit - UNLIMITED

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Westland000252

**APP1710**

8-3-17

Village Square Apts

5025 Nellis Oasis (West Side Buildings-See Map)

Las Vegas NV 89115

Shamrock Communities

Kyle Vara

702-328-2614

kvara@trclv.com



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**OPTIONS:**

**EXCLUSIONS:**

Demo Outside Scope

Substrate Repairs

Structural

Carpentry

Electrical

Mechanical

Plumbing

Asbestos removal

Fees and Permits

Engineering

Payment and performance bond (2%)

Prevailing wage

HVAC units and curbs (provide and install)

Options listed above are to be added by Change Order/Work Order; to be issued by Village Square Apts. Options pricing is only valid for 30 days, commencing from the above date. TORC shall retain the option to withdraw any of the Options offered on the above list with no penalties.

Should Village Square Apts elect to issue a Change Order/Work Order for any of the Options listed above they shall notify TORC in writing no later than 30 days prior to the date the work is to be started. Or as such time as they sign this Proposal/Agreement. No Options will be added without such written notice and a signed Change Order/Work Order.

In the event that a 30 day period is not available Village Square Apts understands that additional charges may apply for mobilization, taxes and material prices, as well as any other unforeseen factor affecting cost.

4515 Copper Sage St, Suite 100 , Las Vegas, NV. 89115 • Ph: (702)798-6757 • Fx: (702)798-6550

License #0056078 [Roofing] • License #0060234 [Metal] Bid Limit - UNLIMITED

Page 3/5

Westland000253

**APP1711**



## ATTACHMENT "2"

### Terms and Conditions

1. **Proposal/Contract:** The Original Roofing Company LLC's ("TORC") Proposal/Contract consists of the Proposal, Scope of Work, and Terms and Conditions and are expressly incorporated into the Proposal/Contract by this reference as though fully set forth in the body of the Proposal. Despite language in any bid documents or bid instructions to the contrary, the Proposal/Contract shall take precedence over, supersede and replace all conflicting terms and conditions set forth in all documents that comprise the bid instructions or the bid documents, including those terms and conditions set forth in all appendices, exhibits, addendums, amendments, form subcontracts and modifications that are referred to, incorporated into or attached thereto.

2. **Plans and Specifications, Scope of Work and Warranty:** The plan sheets ("Plans") and the specification sections ("Specifications") to which TORC's work will be furnished are those identified in the Proposal/Contract and no others. TORC makes no representation or warranty as to the accuracy or compliance of the Plans and Specifications (or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to TORC) with any applicable code, regulation and/or law, or the conditions of the Project.

For the Bid Amount, TORC will furnish that labor and materials identified in the Proposal/Contract (collectively "work"). Unless expressly included as part of TORC's work, TORC shall not be responsible for: (i) any engineering or design with respect to the work, and if included as part of TORC's work, TORC shall only be responsible for the engineering or design that it has contracted to provide by way of the Agreement and no other; (ii) the cost to obtain the permits and fees necessary to perform the work-instead, the costs of such permits and fees shall be paid by customer or the owner; and (iii) payment and performance bonds.

The performance of TORC's work will be compliant with industry standards and applicable building codes as they apply to the Scope of Work and will be evaluated by customer, owner, their representatives, agents and any Trier-of-fact on a "reasonableness standard." Regardless of any statutory or contractual obligation to the contrary, TORC shall only guaranty and warranty its work ("Warranty") for a period of one (1) year from the date its work is substantially completed ("Warranty Period"). TORC agrees to perform warranty work within a reasonable amount of time after receipt of written notification from customer. Such repairs as deemed to be warranty work will be completed per the Warranty Document for the Scope of Work detailed in Attachment "1". TORC will have no obligation to repair or replace its work determined to be damaged by others. Warranties not valid until balance paid in full.

3. **Schedule and Performance:** After the Proposal/Contract has been signed by customer and TORC, or should customer direct TORC to proceed with its work without signing the Proposal/Contract, customer and TORC will meet to discuss and agree on the method for TORC's work to be scheduled, performed and monitored, as well as the schedule to which TORC's work shall be performed ("Work Schedule"). TORC does not agree to comply with any schedule that may have been provided with the bid instructions or bid documents. TORC's work shall be performed Monday through Friday in a single eight-hour day light shift (holidays excluded), unless compensation for over-time is paid.

4. **Change Events:** Should any of the following events occur (collectively referred to herein as "Change Events"), the Work Schedule shall be extended by two (2) work days for each work day lost, additional costs incurred by TORC as a result of a Change Event, the Bid Amount shall be increased by the cost of the additional labor, materials and/or equipment that TORC may provide as a result of such Change Event, and at TORC's election, all Change Events may be priced lump sum, at cost plus fifteen percent (15%): (i) the plans and specifications contain ambiguities and/or discrepancies that impact or affect TORC's work in any way; (ii) Customer or others (including any governing body) make alterations or changes to the plans and Specifications or to the Work Schedule, TORC is required to change its work or to provide additional work and/or materials; (iii) TORC's Work is suspended, delayed, disrupted and/or accelerated by the acts or omissions of customer or others; (v) after commencement of its work, TORC or its lower-tiered trade's cost to purchase materials or insurance to pay for labor increases; and/or (vi) for any other reason beyond TORC's control. TORC shall be entitled to bill for the labor, material and equipment it has furnished with respect to a Change Event along with its next progress bill, and Customer shall pay for all such Change Event work along with the next payment to be made to TORC.

5. **Bid Amount and Schedule of Payment:** The compensation to be paid to TORC for its Work (the "Bid Amount") is identified in the Proposal/Contract and is subject to increase as a result of Change Events (discussed above). If the work to be performed by TORC will be substantially completed within thirty (30) calendar days of the date TORC starts its work, upon substantial completion of the work, TORC will submit a single payment application to Customer for payment of the work and Change Event work that TORC has furnished for the Project and Customer shall pay TORC one hundred percent (100%) of the payment application amount within fifteen (15) calendar days of the date of the payment application. Should the work to be performed by TORC not be substantially completed within thirty (30) calendar days of the date TORC starts its work; by or before the 30th day from the date commencement of the work to be performed, TORC will submit a progress payment application to Customer for payment of the work and Change Event work (discussed above) that TORC will have furnished during that period, submitting payment applications to the Customer until such time as TORC is paid in full. Within fifteen (15) calendar days of the date of a progress payment application ("Progress Payment Due Date"), Customer shall pay TORC 100% of the amount due for the value of the work TORC furnished (including Change Event Work) during that period. Within fifteen (15) calendar days of the date TORC's Work is substantially complete ("Final Payment Due Date"), Customer shall pay TORC a final payment of the unpaid Bid Amount, including payment for all unpaid Change Events. Payment to TORC shall not be: (i) withheld, postponed, or contingent upon receipt by Customer of payment from the Owner or higher-tiered contractor, or any offsetting reimbursements or credits from the other parties; (ii) withheld, reduced or subject to unilateral discounting back charges or set-offs by the Customer and payment is due by the Progress or Final Payment Due Date regardless of the suspension or termination of this Proposal/Contract by either party; or (iii) withheld for any other reason unless TORC has been found by a Trier-of-fact to be legally liable and to have been notified in writing within either 10 days of an event to have caused such, or 10 days of receipt of the application for payment to TORC. Waivers and releases to be provided to Customer to receive payment, shall be on the form required by chapter 108 of NRS, and shall be given in accordance with that statute. Provided TORC has been paid for the work, materials and/or equipment that is the subject of any notice of lien that may be recorded against the Project through TORC, TORC shall within thirty (30) days of its receipt of written notice from Customer, cause the notice of lien to be removed or bond around the same. Any retention amount to be held shall be agreed upon prior to the signing of this PROPOSAL/CONTRACT and shall be detailed on the Proposal Document. NO retention shall be held in excess of 10%, and at no time will TORC hold retention on any dollar amount less than five thousand dollars (\$5,000.00). Customers must have prior established good credit with TORC to be eligible for retention to held in any amount.

## ATTACHMENT "2"

### Terms and Conditions

### Continued

In the event TORC is not paid as required by the Proposal/Contract or should Customer fail to perform any obligation required of it under the Proposal/Contract or commit any act or omission whereby TORC is prevented from performing its Work, TORC may, at its option: (i) immediately suspended, delay or otherwise refrain from performing any further Work and Customer shall pay TORC the actual costs that TORC incurs as a result of such suspension, plus a twenty percent (20%) markup on such costs and expenses, and neither TORC nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer may suffer as a result of the suspension or stopping of Work; (ii) terminate the Proposal/Contract upon five (5) days written notice to Customer, and Customer shall pay TORC the actual cost that TORC incurred for Work furnished prior to the termination date plus a markup of twenty percent (20%), plus a fee of fifteen percent (15%) of the value of Work incomplete as of the date of termination, as well as all other costs and expenses that TORC incurs as a result of Customer's default; and/or (iii) pursue any other right or remedy available to TORC under the Proposal/Contract or applicable law. Customer shall also pay TORC a finance charge of one and one-half percent (1 1/2%) per month on all past due invoices. TORC shall be entitled to collect from Customer in addition to any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by TORC in connection of amounts due, as well as the reasonable value of TORC's time and expenses spent in connection with such collection action, computed at TORC's prevailing hourly rates. The laws of the state where the Project is located shall govern the terms and conditions of the Proposal/Contract and any litigation shall occur where the Project is located.

6. **Notices:** All notices TORC is required or permitted to give to Customer under the Proposal/Contract may be given by depositing the same in the United States mail addressed to Customer at its local Las Vegas address or by facsimile. The forgoing will not be deemed to preclude the use of other means of notification or to invalidate any notice given by any such event of an emergency (in which event TORC will be given forty eight (48) hours to cure) and as otherwise provided in this Amendment, all notice provisions in the Proposal/Contract the provide for less than 72 hours notice, will be changed to 3 business days notice.

7. **Insurance, Indemnity, and Limitation on Liability:** In the event the Project (including TORC's Work) will not be covered by wrap-up insurance, TORC will provide the following insurance coverage and policy limits: (1) Commercial general liability \$1,000,00 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability- \$1,000,000 combined single limit each occurrence; and (3) Workers compensation- the statutory minimum. The commercial general liability coverage to be provided by TORC will apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of TORC. In the event an additional insured endorsement is required, such additional insured coverage will be limited to Customer, and no other person or entity, and will be provided on a form offered by TORC's insurance carrier. In the event the Project is covered by a wrap-up insurance program, TORC and its Work shall be covered there under for losses related to its Work, whether erected in place and for all plant, scaffolding, tools, equipment, supplies and other things provided by TORC. Customer shall cause TORC to be enrolled in such a program and shall provide TORC with a Certificate of General Liability Insurance and endorsements related thereto and a welcome letter from the wrap-up insurance carrier indicating that TORC is an insured with respect to the Project. Customer shall be responsible for the payment of all self-insured retentions and deductibles related to claims arising out of TORC's Work. Owner to carry necessary insurance.

**TORC'S AND ITS SUBCONTRACTORS' AND SUPPLIERS' TOTAL AGGREGATE LIABILITY TO CUSTOMER, ANY HIGHER-TIERED CONTRACTOR, THE OWNER OR ANY ARCHITECT OR ENGINEER, AS WELL AS SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENCEES, TENANTS ASSIGNEES OR OTHERS (COLLECTIVELY "CUSTOMER PARTIES") FOR CLAIMS BROUGHT OR FILED AGAINST TORC OR ANY OF ITS SUBCONTRACTORS AND SUPPLIERS (INCLUDING, BUT NOT LIMITED TO, DIRECT AND INDIRECT CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND CONSEQUENTIAL DAMAGES, COSTS, SUITS, JUDGEMENTS, EXPENSES, ATTORNEY'S FEES AND OTHER PROFESSIONAL FEES --COLLECTIVELY "CLAIMS"), SHALL BE LIMITED TO THE PROCEEDS THE CUSTOMER PARTIES RECEIVE, IF ANY, FROM OR UNDER THE INSURANCE TO BE PROVIDED BY TORC. AND NOTHING MORE. THIS LIMITATION ON LIABILITY SHALL BE TREATED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, UNDER NO EVENT OR CIRCUMSTANCES SHALL THE CUSTOMER PARTIES SEEK DAMAGES IN EXCESS OF THE INSURANCE PROCEEDS DISCUSSED ABOVE, WHETHER DIRECTLY OR INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN TORC AND/OR ITS SUBCONTRACTORS AND SUPPLIERS AS THIRD-PARTY DEFENDANTS, SHOULD ANY OF THE CUSTOMER PARTIES MAKE, BRING OR PURSUE A CLAIM AGAINST TORC OR ANY OF ITS SUBCONTRACTORS AND/OR SUPPLIERS FOR AMOUNTS WHICH EXCEED THE INSURANCE PROCEEDS AVAILABLE OR WHICH FALL OUTSIDE OF THE COVERAGES PROVIDED, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD TORC AND ITS SUBCONTRACTORS AND SUPPLIERS HARMLESS, OR AND FROM ALL SUCH CLAIMS. CUSTOMER'S INDEMNITY OBLIGATION HEREUNDER SHALL SURVIVE THE COMPLETION OF THE WORK UNDER THE PROPOSAL/CONTRACT AND/OR ANY TERMINATION OF THE PROPOSAL/CONTRACT. ADDITIONALLY, TORC'S WORK IN CONNECTION WITH THE PROJECT SHALL NOT SUBJECT TORC'S EMPLOYEES, MEMBERS, MANAGERS, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST TORC.**

8. **General Provisions:** The Proposal/Contract: (i) represent the entire and integrated Proposal/Contract between Customer and TORC; (ii) supersedes all prior negotiations, representations or Proposal/Contracts, whether written or oral; and (iii) shall be binding upon Customer and TORC. Customer shall not assign the Proposal/Contract or any of Customer's rights or obligations hereunder without the prior written consent of TORC, which consent may be withheld for any reason. Nothing contained in the Proposal/Contract shall create a contractual relationship or a cause of action in favor of a third party against TORC. The individuals executing the Proposal/Contract warrant that they have read and understand its provisions, and that they are authorized to bind the parties for which they sign. Not responsible for acts of God during the course of construction. Agreement contingent upon strikes, accidents or delays beyond our control.

#### RESIDENTIAL CONSTRUCTION RECOVERY FUND

Payment may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund and filing a claim for recovery fund, you may contact the State Contractors Board at the following locations:

**State Contractors Board**  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521-3953  
Telephone Number: (775) 688-1141

**State Contractors Board**  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
Telephone Number: (702) 486-1100

4515 Copper Sage St, Suite 100 , Las Vegas, NV. 89115 • Ph: (702)798-6757 • Fx: (702)798-6550  
License #0056078 [Roofing] • License #0060234 [Metal] Bid Limit - UNLIMITED





Google Earth

feet 400  
meters 100



Westland000256

APP1714



8-4-17

Shamrock Communities

4870 Nellis Oasis Ln Las Vegas NV 89115

Office

702-644-1880

lv.manager@shamrockcommunities.com

Kyle Vara

702-328-2614

kvara@trclv.com

FAX- 702-798-6397



BY THIS PROPOSAL/CONTRACT and for the Amount set forth below, and subject to and in accordance with the terms and conditions set forth herein and in the Attachments referenced below (Attachments are incorporated herein by reference as though fully set forth): (I) The Original Roofing Company, LLC, a Nevada entity, agrees to furnish to or on Customer's behalf and for the benefit of the Project, the labor, materials and/or equipment in accordance with those plans sheets and specification sections identified below, and no other; and (II) Customer agrees to pay for the Work and any changes/extras in the time and manner set forth in and to perform its obligations required by Attachment "1" and "2".

**Project:**

Shamrock Communities Phase 3 Re Roofs

**Location:**

4870 Nellis Oasis Ln Las Vegas NV 89115

**Plans Sheets/Specifications:**

**Schedule for Value of Work to be Performed:**

4815 Sphinx Way Building Type A	\$19,750.00
3445 Harem Lane Building Type A	\$19,750.00
3465 Harem Lane Building Type A	\$19,750.00
3473 Dromedary Way Building Type B	\$21,750.00

Shamrock Communities

**For the Total Contract Value of:** \$81,000.00

\*(Options Not Included in Total Contract Value)

Price valid for the next 30 days; period will commence from the above Date.

The purpose of this memo is to formalize an agreement between The Original Roofing Company LLC. and Shamrock Communities. The Original Roofing Company is authorized to do the work as specified above. Prices, Specifications, Terms and Conditions (Attachments "1" & "2") are deemed satisfactory and are hereby accepted.

Kyle Vara

FAX- 702-798-6397

kvara@trclv.com

Accepted & Dated

4515 Copper Sage St, Suite 100 , Las Vegas, NV. 89115 • Ph: (702)798-6757 • Fx: (702)798-6550  
License #0056078 [Roofing] • License #0060234 [Metal] Bid Limit - UNLIMITED

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Westland000257

**APP1715**

8-4-17

Shamrock Communities

4870 Nellis Oasis Ln Las Vegas NV 89115

Office

702-644-1880

lv.manager@shamrockcommunities.com

Kyle Vara

702-328-2614

kvara@trclv.com

FAX- 702-798-6397



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ATTACHMENT "1"

**SCOPE OF WORK CONSISTS OF ONLY THE ITEMS DETAILED BELOW:**

**Shamrock Communities Phase 3 Re Roofs**

Tear off all roofing to bare wood and haul away.  
Install new 40 lb ASTM felt underlayment.  
Install new wood battens at perimeters.  
Cut fascia board at eaves flush to wood deck.  
Install new brown perimeter eave metal.  
Install new red malibu bird stop.  
Install new hip and ridge boards.  
Install new Malibu # 2136 Mission Red standard concrete roof tile.  
Install new solite weather blocker on all hip and ridge lines.  
Install new hip, ridge, and rake trim.  
Install safety tape at building perimeters during roof construction.

Keep Roof and Ground Clean and Safe Daily.

Labor Warranty 5 Year

Material Warranty 50 Year

THIS PROPOSAL IS GOOD FOR 30 DAYS ONLY

Rotten Plywood Replaced at an Additional \$45.00 Per Sheet

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**APP1716**

8-4-17

Shamrock Communities

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Office

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Kyle Vara

702-328-2614

kvara@trclv.com

FAX- 702-798-6397



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**OPTIONS:**

**EXCLUSIONS:**

Demo Outside Scope

Substrate Repairs

Structural

Carpentry

Electrical

Mechanical

Plumbing

Asbestos removal

Fees and Permits

Engineering

Payment and performance bond (2%)

Prevailing wage

HVAC units and curbs (provide and install)

Options listed above are to be added by Change Order/Work Order; to be issued by Shamrock Communities. Options pricing is only valid for 30 days, commencing from the above date. TORC shall retain the option to withdraw any of the Options offered on the above list with no penalties.

Should Shamrock Communities elect to issue a Change Order/Work Order for any of the Options listed above they shall notify TORC in writing no later than 30 days prior to the date the work is to be started. Or as such time as they sign this Proposal/Agreement. No Options will be added without such written notice and a signed Change Order/Work Order.

In the event that a 30 day period is not available Shamrock Communities understands that additional charges may apply for mobilization, taxes and material prices, as well as any other unforeseen factor affecting cost.

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Westland000259

**APP1717**

## ATTACHMENT "2"

### Terms and Conditions

1. **Proposal/Contract:** The Original Roofing Company LLC's ("TORC") Proposal/Contract consists of the Proposal, Scope of Work, and Terms and Conditions and are expressly incorporated into the Proposal/Contract by this reference as though fully set forth in the body of the Proposal. Despite language in any bid documents or bid instructions to the contrary, the Proposal/Contract shall take precedence over, supersede and replace all conflicting terms and conditions set forth in all documents that comprise the bid instructions or the bid documents, including those terms and conditions set forth in all appendices, exhibits, addendums, amendments, form subcontracts and modifications that are referred to, incorporated into or attached thereto.

2. **Plans and Specifications, Scope of Work and Warranty:** The plan sheets ("Plans") and the specification sections ("Specifications") to which TORC's work will be furnished are those identified in the Proposal/Contract and no others. TORC makes no representation or warranty as to the accuracy or compliance of the Plans and Specifications (or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to TORC) with any applicable code, regulation and/or law, or the conditions of the Project.

For the Bid Amount, TORC will furnish that labor and materials identified in the Proposal/Contract (collectively "work"). Unless expressly included as part of TORC's work, TORC shall not be responsible for: (i) any engineering or design with respect to the work, and if included as part of TORC's work, TORC shall only be responsible for the engineering or design that it has contracted to provide by way of the Agreement and no other; (ii) the cost to obtain the permits and fees necessary to perform the work-instead, the costs of such permits and fees shall be paid by customer or the owner; and (iii) payment and performance bonds.

The performance of TORC's work will be compliant with industry standards and applicable building codes as they apply to the Scope of Work and will be evaluated by customer, owner, their representatives, agents and any Trier-of-fact on a "reasonableness standard." Regardless of any statutory or contractual obligation to the contrary, TORC shall only guaranty and warranty its work ("Warranty") for a period of one (1) year from the date its work is substantially completed ("Warranty Period"). TORC agrees to perform warranty work within a reasonable amount of time after receipt of written notification from customer. Such repairs as deemed to be warranty work will be completed per the Warranty Document for the Scope of Work detailed in Attachment "1". TORC will have no obligation to repair or replace its work determined to be damaged by others. Warranties not valid until balance paid in full.

3. **Schedule and Performance:** After the Proposal/Contract has been signed by customer and TORC, or should customer direct TORC to proceed with its work without signing the Proposal/Contract, customer and TORC will meet to discuss and agree on the method for TORC's work to be scheduled, performed and monitored, as well as the schedule to which TORC's work shall be performed ("Work Schedule"). TORC does not agree to comply with any schedule that may have been provided with the bid instructions or bid documents. TORC's work shall be performed Monday through Friday in a single eight-hour day light shift (holidays excluded), unless compensation for over-time is paid.

4. **Change Events:** Should any of the following events occur (collectively referred to herein as "Change Events"), the Work Schedule shall be extended by two (2) work days for each work day lost, additional costs incurred by TORC as a result of a Change Event, the Bid Amount shall be increased by the cost of the additional labor, materials and/or equipment that TORC may provide as a result of such Change Event, and at TORC's election, all Change Events may be priced lump sum, at cost plus fifteen percent (15%): (i) the plans and specifications contain ambiguities and/or discrepancies that impact or affect TORC's work in any way; (ii) Customer or others (including any governing body) make alterations or changes to the plans and Specifications or to the Work Schedule, TORC is required to change its work or to provide additional work and/or materials; (iii) TORC's Work is suspended, delayed, disrupted and/or accelerated by the acts or omissions of customer or others; (v) after commencement of its work, TORC or its lower-tiered trade's cost to purchase materials or insurance to pay for labor increases; and/or (vi) for any other reason beyond TORC's control. TORC shall be entitled to bill for the labor, material and equipment it has furnished with respect to a Change Event along with its next progress bill, and Customer shall pay for all such Change Event work along with the next payment to be made to TORC.

5. **Bid Amount and Schedule of Payment:** The compensation to be paid to TORC for its Work (the "Bid Amount") is identified in the Proposal/Contract and is subject to increase as a result of Change Events (discussed above). If the work to be performed by TORC will be substantially completed within thirty (30) calendar days of the date TORC starts its work, upon substantial completion of the work, TORC will submit a single payment application to Customer for payment of the work and Change Event work that TORC has furnished for the Project and Customer shall pay TORC one hundred percent (100%) of the payment application amount within fifteen (15) calendar days of the date of the payment application. Should the work to be performed by TORC not be substantially completed within thirty (30) calendar days of the date TORC starts its work; by or before the 30th day from the date commencement of the work to be performed, TORC will submit a progress payment application to Customer for payment of the work and Change Event work (discussed above) that TORC will have furnished during that period, submitting payment applications to the Customer until such time as TORC is paid in full. Within fifteen (15) calendar days of the date of a progress payment application ("Progress Payment Due Date"), Customer shall pay TORC 100% of the amount due for the value of the work TORC furnished (including Change Event Work) during that period. Within fifteen (15) calendar days of the date TORC's Work is substantially complete ("Final Payment Due Date"), Customer shall pay TORC a final payment of the unpaid Bid Amount, including payment for all unpaid Change Events. Payment to TORC shall not be: (i) withheld, postponed, or contingent upon receipt by Customer of payment from the Owner or higher-tiered contractor, or any offsetting reimbursements or credits from the other parties; (ii) withheld, reduced or subject to unilateral discounting back charges or set-offs by the Customer and payment is due by the Progress or Final Payment Due Date regardless of the suspension or termination of this Proposal/Contract by either party; or (iii) withheld for any other reason unless TORC has been found by a Trier-of-fact to be legally liable and to have been notified in writing within either 10 days of an event to have caused such, or 10 days of receipt of the application for payment to TORC. Waivers and releases to be provided to Customer to receive payment, shall be on the form required by chapter 108 of NRS, and shall be given in accordance with that statute. Provided TORC has been paid for the work, materials and/or equipment that is the subject of any notice of lien that may be recorded against the Project through TORC, TORC shall within thirty (30) days of its receipt of written notice from Customer, cause the notice of lien to be removed or bond around the same. Any retention amount to be held shall be agreed upon prior to the signing of this PROPOSAL/CONTRACT and shall be detailed on the Proposal Document. NO retention shall be held in excess of 10%, and at no time will TORC hold retention on any dollar amount less than five thousand dollars (\$5,000.00). Customers must have prior established good credit with TORC to be eligible for retention to held in any amount.

## ATTACHMENT "2"

### Terms and Conditions

### Continued

In the event TORC is not paid as required by the Proposal/Contract or should Customer fail to perform any obligation required of it under the Proposal/Contract or commit any act or omission whereby TORC is prevented from performing its Work, TORC may, at its option: (i) immediately suspended, delay or otherwise refrain from performing any further Work and Customer shall pay TORC the actual costs that TORC incurs as a result of such suspension, plus a twenty percent (20%) markup on such costs and expenses, and neither TORC nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer may suffer as a result of the suspension or stopping of Work; (ii) terminate the Proposal/Contract upon five (5) days written notice to Customer, and Customer shall pay TORC the actual cost that TORC incurred for Work furnished prior to the termination date plus a markup of twenty percent (20%), plus a fee of fifteen percent (15%) of the value of Work incomplete as of the date of termination, as well as all other costs and expenses that TORC incurs as a result of Customer's default; and/or (iii) pursue any other right or remedy available to TORC under the Proposal/Contract or applicable law. Customer shall also pay TORC a finance charge of one and one-half percent (1 1/2%) per month on all past due invoices. TORC shall be entitled to collect from Customer in addition to any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by TORC in connection of amounts due, as well as the reasonable value of TORC's time and expenses spent in connection with such collection action, computed at TORC's prevailing hourly rates. The laws of the state where the Project is located shall govern the terms and conditions of the Proposal/Contract and any litigation shall occur where the Project is located.

6. **Notices:** All notices TORC is required or permitted to give to Customer under the Proposal/Contract may be given by depositing the same in the United States mail addressed to Customer at its local Las Vegas address or by facsimile. The foregoing will not be deemed to preclude the use of other means of notification or to invalidate any notice given by any such event of an emergency (in which event TORC will be given forty eight (48) hours to cure) and as otherwise provided in this Amendment, all notice provisions in the Proposal/Contract the provide for less than 72 hours notice, will be changed to 3 business days notice.

7. **Insurance, Indemnity, and Limitation on Liability:** In the event the Project (including TORC's Work) will not be covered by wrap-up insurance, TORC will provide the following insurance coverage and policy limits: (1) Commercial general liability \$1,000,00 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability- \$1,000,000 combined single limit each occurrence; and (3) Workers compensation- the statutory minimum. The commercial general liability coverage to be provided by TORC will apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of TORC. In the event an additional insured endorsement is required, such additional insured coverage will be limited to Customer, and no other person or entity, and will be provided on a form offered by TORC's insurance carrier. In the event the Project is covered by a wrap-up insurance program, TORC and its Work shall be covered there under for losses related to its Work, whether erected in place and for all plant, scaffolding, tools, equipment, supplies and other things provided by TORC. Customer shall cause TORC to be enrolled in such a program and shall provide TORC with a Certificate of General Liability Insurance and endorsements related thereto and a welcome letter from the wrap-up insurance carrier indicating that TORC is an insured with respect to the Project. Customer shall be responsible for the payment of all self-insured retentions and deductibles related to claims arising out of TORC's Work. Owner to carry necessary insurance.

**TORC'S AND ITS SUBCONTRACTORS' AND SUPPLIERS' TOTAL AGGREGATE LIABILITY TO CUSTOMER, ANY HIGHER-TIERED CONTRACTOR, THE OWNER OR ANY ARCHITECT OR ENGINEER, AS WELL AS SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENCSEES, TENANTS ASSIGNEES OR OTHERS (COLLECTIVELY "CUSTOMER PARTIES") FOR CLAIMS BROUGHT OR FILED AGAINST TORC OR ANY OF ITS SUBCONTRACTORS AND SUPPLIERS (INCLUDING, BUT NOT LIMITED TO, DIRECT AND INDIRECT CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND CONSEQUENTIAL DAMAGES, COSTS, SUITS, JUDGEMENTS, EXPENSES, ATTORNEY'S FEES AND OTHER PROFESSIONAL FEES -COLLECTIVELY "CLAIMS"), SHALL BE LIMITED TO THE PROCEEDS THE CUSTOMER PARTIES RECEIVE, IF ANY, FROM OR UNDER THE INSURANCE TO BE PROVIDED BY TORC. AND NOTHING MORE. THIS LIMITATION ON LIABILITY SHALL BE TREATED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, UNDER NO EVENT OR CIRCUMSTANCES SHALL THE CUSTOMER PARTIES SEEK DAMAGES IN EXCESS OF THE INSURANCE PROCEEDS DISCUSSED ABOVE, WHETHER DIRECTLY OR INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN TORC AND/OR ITS SUBCONTRACTORS AND SUPPLIERS AS THIRD-PARTY DEFENDANTS, SHOULD ANY OF THE CUSTOMER PARTIES MAKE, BRING OR PURSUE A CLAIM AGAINST TORC OR ANY OF ITS SUBCONTRACTORS AND/OR SUPPLIERS FOR AMOUNTS WHICH EXCEED THE INSURANCE PROCEEDS AVAILABLE OR WHICH FALL OUTSIDE OF THE COVERAGES PROVIDED, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD TORC AND ITS SUBCONTRACTORS AND SUPPLIERS HARMLESS, OR AND FROM ALL SUCH CLAIMS. CUSTOMER'S INDEMNITY OBLIGATION HEREUNDER SHALL SURVIVE THE COMPLETION OF THE WORK UNDER THE PROPOSAL/CONTRACT AND/ OR ANY TERMINATION OF THE PROPOSAL/CONTRACT. ADDITIONALLY, TORC'S WORK IN CONNECTION WITH THE PROJECT SHALL NOT SUBJECT TORC'S EMPLOYEES, MEMBERS, MANAGERS, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST TORC.**

8. **General Provisions:** The Proposal/Contract: (i) represent the entire and integrated Proposal/Contract between Customer and TORC; (ii) supersedes all prior negotiations, representations or Proposal/Contracts, whether written or oral; and (iii) shall be binding upon Customer and TORC. Customer shall not assign the Proposal/Contract or any of Customer's rights or obligations hereunder without the prior written consent of TORC, which consent may be withheld for any reason. Nothing contained in the Proposal/Contract shall create a contractual relationship or a cause of action in favor of a third party against TORC. The individuals executing the Proposal/Contract warrant that they have read and understand its provisions, and that they are authorized to bind the parties for which they sign. Not responsible for acts of God during the course of construction. Agreement contingent upon strikes, accidents or delays beyond our control.

#### RESIDENTIAL CONSTRUCTION RECOVERY FUND

Payment may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund and filing a claim for recovery fund, you may contact the State Contractors Board at the following locations:

**State Contractors Board**  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521-3953  
Telephone Number: (775) 688-1141

**State Contractors Board**  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
Telephone Number: (702) 486-1100

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## MOLD MANAGEMENT POLICIES & PROCEDURES MANUAL

Shamrock Communities is committed to the protection of the health and safety of its residents, employees, and the environment. To emphasize the importance of this, SHAMROCK and all its employees must strictly abide by the following:

- Follow all applicable environmental laws and other regulatory requirements and ensure consistency with government guidelines and industry standards.
- Ensure all mold management programs are implemented at each property and are followed for effectiveness.
- Provide necessary training to all employees to ensure they have the knowledge to conduct all activities and operations in an environmentally safe manner.
- Maintain a positive relationship with government officials and others in the community with respect to environmental matters.

In some areas of the nation, news coverage about mold has created a degree of hysteria. Fortunately, common sense and accurate technical knowledge about mold can go a long way toward clearing up misconceptions about mold and better prepare property owners, managers, residents and insurance companies for dealing with mold and mold-related problems.

Mold is found virtually everywhere in our environment, both indoors and outdoors, and in old and new structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for food. Without mold, we would all be struggling with large amounts of dead, organic matter which would be detrimental to us all.

Mold spores, like plant pollen, spread through the air and are commonly transported by shoes, clothing, and pets. When moisture conditions inside a dwelling or other structure are high enough, mold growth occurs. Some of mold's favorite foods include such things as cellulose material, wood, paper in sheetrock, paper on fiberglass, insulation, ceiling tile, dirt, and debris in carpets. The ideal temperature for mold growth is between 40 degrees and 100 degrees Fahrenheit. When moisture and mold spores are present along with the right food and temperature, mold can begin to grow within 48 hours. If relative humidity can be kept below 50% (preferably below 40%), the mold has a difficult time growing from airborne moisture alone and moisture will be less likely to condense on windows and glass doors.

At this time, there is conflicting scientific evidence as to what quantities of various molds can lead to adverse health effects. The United States Environmental Protection Agency is not even willing at this time to tackle the task of setting levels of - when there is too much mold for human safety.

Generally, mold problems are best handled by preventing the circumstances that promote mold growth. Whenever prevention is unsuccessful, remediation is used to remove the mold and discourage its reoccurrence. Remediation is most effective when it is implemented while the problem is still minor. The following guidelines are designed to assist Property Owners, Supervisors, Managers and Employees at Shamrock Communities through the decision-making process of determining whether mold of concern is present, which protocols to implement, whom to notify, and when to go to outside vendors.

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**Chapter 1 Introduction****A. Policy and Procedures**

This Manual provides guidance on standard operating procedures for Shamrock Communities Property Owners, Managers, and Employees when confronted with mold or conditions that cause mold growth. This manual was developed through careful evaluation of government voluntary regulations and guidance from the Texas Department of Health Voluntary Indoor Air Quality Guidelines for Public Schools, U.S. EPA Mold Remediation in Schools and Commercial Buildings, and New York City Department of Health Guidelines on Assessment and Remediation of Fungi in Indoor Environments. The policies and guidelines in this manual provide general guidance for most situations. Shamrock Communities recognizes that there will be circumstances where exceptions to the policies and guidelines in this manual are justified. Where exceptions are necessary, please contact either your Property Supervisor or the Project Manager for Construction.

**B. Purpose**

The audience for this Manual includes Property Owners and all those employed by Shamrock Communities. The Shamrock employees are responsible for establishing and carrying out the policies of this Manual to maximize our response, maintenance, and remedial capabilities, while minimizing environmental risks and legal liabilities. Questions relating to this Manual should be directed to Shamrock Communities Corporate Office, at (203) 542-2818.

**Chapter 2 Maintenance and Prevention****A. Proper Maintenance Procedures**

Prevention and early detection are the best protection against mold and conditions that could cause mold growth. As part of a continuing maintenance program, maintenance personnel should perform periodic inspections for water leaks and moisture build-up both on the exterior and interior of the units.

As an ongoing practice, residents should be required to take steps to inspect and prevent mold and conditions that could cause mold growth (See Chapter 5 below). Also, property management and maintenance personnel should conduct regular inspections and preventative maintenance of individual units. Paragraph 28 in the standard Shamrock Communities residential lease authorizes property management to enter individual units to conduct periodic inspections for mold and conditions that could cause mold growth, among other things. Many conditions that may cause mold growth are site specific therefore personnel performing inspections should pay particular attention to unique attributes of the property that may promote mold growth or conceal its existence.

In addition to regular maintenance inspections, maintenance personnel should also follow the guidelines below:

- Inspections occur on a regularly scheduled basis as well as at times where certain conditions may require additional inspections, such as heavy rains, freezing weather where water lines might break, or particularly hot summer months when air conditioning compressors may be used more frequently.
- Inspections are signed off on by the maintenance employee who conducted the inspection along with the date and results of the inspection.

- Ensure proper use of appropriate HVAC settings per manufacturer's recommendations, even when building and/or units are not occupied.
- Ensure that air filters are being changed and/or cleaned according to manufacturer's recommended schedules.
- Ensure that air conditioning coils are cleaned according to manufacturer's recommended schedules.
- Use reasonable methods to eliminate sources of air pollution (e.g. garbage receptacles, idling cars, or loading docks) away from air intake equipment.
- Developing maintenance guidelines for all types of equipment, appliances, and plumbing that may create moisture conditions that could cause mold growth based on manufacturer's specifications and incorporating these into the O & M plan for the property.

### **B. Employee Training**

All Shamrock Employees should be trained in mold prevention, mold mitigation, and resident communication. This training should cover the proper identification of mold contamination, moisture conditions that could cause mold growth, and the chain of command for decision making within Shamrock Communities. Additional training on mold remediation methods will be provided to those Shamrock employees who are identified with responsibility for remediation activities.

### **C. Record Retention**

Property Management should gather and preserve all records and information that pertain to the affected unit(s) including, but not limited to complaints, mitigation, and maintenance activities. All information should be preserved in accordance with the Shamrock Communities document retention policy.

## **Chapter 3      Responding to Resident Complaints**

All resident complaints regarding mold or conditions that cause mold shall be taken seriously and will be addressed promptly in compliance with the policies and procedures of this manual.

### **A. Taking Resident Complaints**

At the time a resident makes a complaint Management should refer to the Mold and Mildew Remediation Policies Summary attached at the end of this Chapter and assure the resident that:

- We appreciate the resident letting us know of the situation.
- Our trained maintenance personnel will investigate the situation.
- We will provide a reasonable time frame for the initial response of the investigation.
- We will inform the resident of what steps we are taking to address the situation.

Property management should set a time frame for response after consulting with either the Property Supervisor or the Head of Construction. Every effort should be made to inform the resident of the present condition of the unit and the remediation efforts that will be taken.

A primary responsibility for Management is to ensure that all resident complaints regarding mold or conditions that cause mold growth are documented and retained. When a resident makes a complaint Management must record the information by utilizing the Mold Complaint Form, which is located in the Shamrock Operation Manual. The form should be filled out as thoroughly as possible with detailed descriptions. Management should follow up with the resident to obtain the resident's written confirmation of the complaint (e.g. signature line as part of the Mold Complaint Form).

#### **B. Communication with Residents in regards to Mold**

Communications with Residents is essential for a successful mold remediation as well as good public relations. Most often it is the Property Manager and Maintenance Supervisor who are the first to communicate with residents about, their complaints. This initial contact provides the resident with a first and lasting impression about how their problem will be addressed and ultimately resolved. Resident's perceptions of the health risks associated with mold may rise if they perceive that information is being withheld from them, or if they are not being fully heard. Residents will be given as much advance notice of remediation work as possible. In any case, residents will be given written notice of work to be performed in accordance with state and/or local ordinances. Some suggested guidelines to follow are below:

- Make clear that the health and safety of the resident is the top priority.
- Demonstrate that the resident's complaint is understood and taken seriously.
- Communicate clearly the current status of the investigation or remediation efforts.
- Provide residents with a contact person who they can call directly to discuss any questions or concerns about the remediation activities.

Communication approaches can include regular memos and/or meetings with affected residents, depending on the scope of remediation and level of resident interest. Communicate to residents about the size of the remediation project, planned activities, and a remediation timetable (within reasonable time estimates). If feasible and as necessary, send or post regular updates on progress of the remediation and provide a final notification when the project is complete. The point of contact should attempt to address residents' issues and concerns promptly and with a sense of urgency.

#### **C. Action and Chain of Command for Decision Making**

All information regarding the mold contamination, moisture problem, or mold remediation should be communicated to the residents whose units may be affected. This should be done after consulting with either the Property Supervisor or Head of Shamrock Construction.

#### **D. Notifications to Resident not directly affected by Mold**

For situations involving widespread mold contamination or serious water damage, other residents may need to be notified. This should only be done after consulting with the Property Supervisor. Depending on the extent of the contamination and remediation, notification can be made through regular memoranda or meetings with residents including a written follow up with the residents by management summarizing the meeting and any related information. Property management should inform residents about the extent of contamination, planned remediation steps, and a timetable for completion of the remediation.

### **E. Relocation of Residents**

The size of the affected area, the extent and types of health effects exhibited by the occupants, and the potential health risks -associated with debris and activities during the remediation project should be considered when determining whether or not to relocate residents to another apartment home. When considering relocation be sure to accommodate and plan for residents with particular health needs such as asthma, allergies, compromised immune systems, and other health-related concerns. Make sure to give the residents an opportunity to participate in the resolution and explain the disruption it may cause during the remediation effort. You will want to notify the residents of plans to relocate as far in advance as possible so they have time to plan.

## **Chapter 4 Remediation Procedures**

### **A. Checklist for Mold Remediation**

If you suspect the presence of mold or conditions that cause mold growth in an apartment, office, or other structure immediately report the incident to your Property Manager. Once notified, it is the Manager's responsibility to contact the Supervisor and determine who will investigate the following:

- Is mold present? A trained responsible party can identify mold and certain species of mold by physical characteristics such as sight and smell. Testing to confirm the presence of small quantities of mold will not be conducted unless necessary under certain circumstances as each case may dictate. Please contact the Property Supervisor or Head of Shamrock Construction if you have any questions about whether to test for mold or determine what species of mold you might be dealing with.
- What is the size of the contaminated area? In all cases, it is better to stop the spread of mold at the earliest opportunity.
- Which level of remediation should be implemented based upon the size of the contamination?

### **B. Investigate and Evaluate Moisture and Mold Problems**

Below is a generalized checklist for those persons who are trained in mold remediation before and during the mold remediation process. This list is not intended to be exclusive or all encompassing:

- Assess the size of mold contaminated areas (square feet).
- Consider the possibility of hidden mold (behind walls, etc...).
- Quickly clean small mold problems and fix all water leaks before they grow.
- Refer to Maintenance Supervisor or Construction Superintendent for medium to large mold problems.
- Investigate specific areas associated with occupant complaints.
- Identify sources of water and moisture problems.
- Note type of water damaged material (e.g. wallboard, carpet, etc.).
- Check inside air ducts and air handling units where necessary.
- Throughout out process consult with the Shamrock Communities Corporate Office.

### **C. Scope of Remediation**

Knowing not all cases are the same, you may adapt or modify the remediation and policy guidelines of this Manual to fit your particular situation. You should continually use your professional judgment as you handle mold and water damage situations by doing the following:

- Establish a plan for drying out wet, non-moldy materials within 48 hours of discovering the moisture or source of moisture as the case might be.
- Select appropriate cleanup level for mold based on the area of contamination, amount of water damage, ability to stop water source, and any other items that may warrant particular attention in the remediation decision making process.
- Based on remediation training, the level of contamination, and situational needs, the appropriate personal protective equipment ("PPE") for those who will be remediating mold may be necessary.
- Select appropriate containment equipment as the situation dictates.
- Select appropriate remediation personnel or an outside remediation expert as the situation dictates.

#### **D. Remediate the Moisture and Mold Problems**

##### **I. Area Contamination (Small to Mid-Sized Area-Isolated Areas of 10 Square Feet or Less):**

- Testing of suspected fungi is not necessary and will not be conducted.
- On-site maintenance or housekeeping personnel who have fulfilled Level 1 or higher remediation training will complete all remediation procedures using appropriate protective devices including disposable air filters, gloves, and eye protection.
- Everyone except essential personnel will vacate occupied areas.
- Containment is not necessary but dust suppression will be used.
- Contaminated materials will be cleaned. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The immediate work area as well as the egress pathway will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.

##### **II. Mid-Sized Isolated Areas of 10 to 32 Square Feet:**

- Testing of suspected fungi is not necessary and will not be conducted.
- On-site maintenance or housekeeping personnel who have fulfilled Level 1 or higher remediation training will complete all remediation procedures using appropriate protective devices including disposable air filters, gloves, and eye protection.
- Everyone except essential personnel must vacate occupied areas.
- The affected work area will be isolated with plastic sheeting and sealed prior to remediation.
- Contaminated materials will be cleaned. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The affected work area and the egress pathway will be vacuumed with a HEPA vacuum, Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.

III. Area Contamination (Large Isolated Area 32 to 100 square feet):

- Testing of suspected fungi is not necessary and will not be conducted.
- Construction personnel who have completed Level 2 remediation training will complete all remediation procedures using respiratory protection, gloves, and eye protection.
- Everyone except essential personnel will vacate occupied areas. Surrounding areas such as adjacent apartments should be vacated if infants less than 12 months old, persons recovering from surgery, immune suppressed people, or people with chronic inflammatory lung diseases such as asthma or severe allergies exist.
- The captured work area will be isolated with plastic sheeting and sealed prior to remediation.
- HVAC ducts and grills will be sealed and HVAC equipment de-energized.
- Contaminated materials will be cleaned. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The captured work area and the egress pathway will be vacuumed with a HEPA vacuum prior. Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.

IV. Extensive Contamination (an area greater than 100 contiguous square feet where moisture levels are acceptable):

- An environmental remediation consultant with specific fungi remediation training may be employed to direct the activities of the general contractor at the discretion of the Head of Construction. Testing to verify that unacceptable levels of fungi are present may be conducted at the discretion of the consultant prior to implementing remediation protocols.
- Everyone except essential personnel will vacate occupied areas. Surrounding areas such as adjacent apartments should be vacated of infants less than 12 months old, persons recovering from surgery, immune suppressed people or people with chronic inflammatory lung diseases such as asthma and severe allergies.
- Personnel who have taken Level 2 remediation training will complete all remediation procedures using protective equipment including disposable breathing masks, protective clothing, gloves, and eye protection.
- Full containment procedures including complete isolation of the work area from other occupied spaces and attainment of negative airflow will be - used.
- HVAC ducts and grills will be sealed and the HVAC equipment de-energized.
- Contaminated materials will be cleaned using chemically treated towels. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The captured work area and the egress pathway will be vacuumed with a HEPA vacuum. Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.
- Air monitoring will be conducted to determine if the area is suitable for occupancy.

V. Extensive Contamination (an area greater than 100 contiguous square feet where Extreme Moisture is present):

- Remove all contents from affected spaces.
- An environmental remediation consultant with specific fungi remediation training will be employed to direct the activities of the remediation contractor at the discretion of the Head of SHAMROCK Construction. Testing to verify that unacceptable levels of fungi are present may be conducted at the discretion of the consultant prior to implementing remediation protocols.
- Everyone except essential personnel will vacate occupied areas. Surrounding areas such as adjacent apartments should be vacated of infants less than 12 months old, persons recovering from surgery, immune suppressed people, people with chronic inflammatory lung diseases such as asthma, and severe allergies.
- Establish negative airflow. Full containment procedures including complete isolation of the work area from other occupied spaces and attainment of negative airflow will be used.
- Personnel who have taken Level 2 remediation training will complete all remediation procedures using appropriate protective equipment including disposable breathing masks, protective clothing, gloves, and eye protection.
- Remove all drywall and other building materials such as insulation, cabinets, appliances, and fixtures that are wet and/or may harbor reservoirs of fungi. Special care must be taken to eliminate reservoirs of contamination behind cabinets, light fixtures, bathtubs and inside appliances.
- Broom clean affected areas.
- De-humidify the affected area using the HVAC system or additional moisture control equipment as necessary. Utilizing a non-invasive moisture meter, verify that humidity levels in wood members are 10-12% and drywall is 14-18% (inside air conditioned spaces; outside or attic components may experience higher levels).
- HEPA vacuum all unit surfaces including the floors in affected areas.
- Bio-clean all interior wall spaces, wood studs, and exterior gyp board.
- Clean and sanitize HVAC systems.
- Paint all studs and exterior gyp-rock with Foster's 40/20.
- The captured work area as well as the egress pathway will be vacuumed with a HEPA vacuum. Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.
- If recommended by the environmental consultant, treat all spaces with Aegis microbe shield.

VI. HVAC Contamination (less than 10 square feet contaminated):

- Testing of suspected fungi is not necessary and will not be conducted.
- On-site HVAC maintenance personnel who have completed Level 1 remediation training will complete all remediation procedures.
- Everyone except essential personnel wearing appropriate protective devices, including disposable air filters, gloves, and eye protection, will vacate occupied areas.
- Containment is not necessary but dust suppression techniques will be used.
- The HVAC system will be de-energized utilizing lock out/tag out seals prior to cleaning.



- Contaminated materials will be cleaned. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The immediate work area as well as the egress pathway will be vacuumed using a HEPA vacuum. Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.
- The coils and pan will be treated with a biocide approved by the manufacturer.

VII. HVAC Contamination (areas greater than 10 square feet):

- Testing of suspected fungi is not necessary and will not be conducted.
- Construction personnel who have completed Level 2 remediation training will conduct all Level 3.2 remediation in conjunction with a licensed HVAC contractor if required by local building ordinances.
- Everyone except essential personnel wearing appropriate protective devices, including disposable air filters, gloves, and eye protection, will vacate occupied areas.
- Full containment procedures including complete isolation of the work area from other occupied spaces and attainment of negative airflow will be used.
- The HVAC system will be de-energized utilizing lock out/tag out seals prior to cleaning.
- Contaminated materials will be cleaned. Contaminated materials that cannot be cleaned will be removed in sealed plastic bags and disposed of as normal debris.
- The contained area as well as the egress pathway will be vacuumed using a HEPA vacuum, Impervious surfaces such as vinyl tile will be cleaned using a damp cloth or mop with a detergent.
- All areas will be left dry and visibly free from contamination and debris.
- The coils and pan will be treated with a biocide approved by the manufacturer.

E. Environmental Consultants

If an outside environmental consultant is needed contact the Head of Shamrock Construction for guidance and additional information. The construction office will negotiate all engagements and contracts with environmental consultants. Once engaged, Shamrock Communities will ensure that the environmental consultant establishes at a minimum, the following site-specific protocols:

- Project goal.
- Remediation protocol to supplement the above described protocol.
- Clearance criteria.
- Cleaning chemicals, biocides and other remediation materials.
- Supervise air monitoring and laboratory tests.
- Once the consultant has verified that remediation protocols have achieved acceptable site-specific goals, the consultant will authorize restoration and building repairs. No additional testing is required unless circumstances dictate.

## **Chapter 5      Resident Responsibilities**

### **A. Mitigation Measures by Residents During Occupancy**



The prevention of mold growth requires that management and residents work together to identify and prevent conditions that may cause mold growth. Part of the Shamrock Communities policy in reducing the potential for mold growth is resident education and action. Another part is to allocate certain responsibilities through the lease or a lease addendum. If the allocation of responsibilities is contained within the lease it should at a minimum set out resident responsibilities relating to prevention and mitigation. Residents have a duty to take on certain activities that limit, or eliminate altogether, conditions that could cause mold growth in their respective units. Furthermore, residents should have a duty to take mitigation measures once mold is found or once a condition that could cause mold growth is identified. A primary mitigation measure is the duty to immediately notify property management of the mold or conditions that could cause mold growth.

#### **B. Resident Education**

Residents need to understand what conditions exist that may cause mold growth in their units as well as the steps they should take (and may be required to take by the lease) to prevent and/or mitigate mold growth. Generally, these steps include:

- Good hygiene and housekeeping habits by residents, including the use of products that kill mold and other organisms.
- Prompt reporting by residents of excess moisture, water infiltration, and water leaks.
- Prompt reporting by residents of visible signs of mold growth.
- Proper and continuous maintenance of resident-owned equipment/appliances to prevent water leaks. Prompt removal of visible moisture accumulation on floors, windows, walls, ceilings and other surfaces.
- Management should provide residents with a Mold Information Sheet upon move-in. Prior to move-in, management should go over the Mold Information Sheet with the resident and as part of the inspection require that the resident identify any visible mold growth or water infiltration/leaks on the move-in inspection form.

#### **C. Lease Provisions or Lease Addendum**

Consistent with the Mold Information Sheet, the lease should identify resident duties relating to prevention and mitigation. This can be accomplished through either revisions to the terms of the lease agreement itself or through use of a Lease Addendum. Residents should have a duty to take measures to prevent conditions that cause mold growth. Further, Residents should have a duty to take mitigation measures when mold or conditions that cause mold growth are found. A threshold mitigation measure is the duty to promptly report to property management the presence of mold or conditions that may cause mold growth. To ensure that residents understand and agree to take on certain duties, they should be required to sign a mold addendum to the lease.

#### **D. Mitigation Measures by Residents during Remediation**

Only personnel who are trained to properly address and remove mold utilizing appropriate protective devices will complete all remediation activities. No residents or non-essential personnel may be present in work areas during remediation activities at any level except as provided below and pursuant to the Mold Addendum. Upon completion of remediation and disposal of contaminated material, the affected area may be occupied immediately.

Residents are responsible for removing their own personal items from affected areas. Residents should be encouraged to clean any furniture, clothing and/or other personal items that may be contaminated by mold, mildew or fungi. However, any such cleaning will be at the residents own expense.

**Chapter 6      Public Relations**

In accordance with existing Shamrock Communities procedures, the President of Shamrock will be notified of any media inquiries and is the only Shamrock representative authorized to make public statements concerning remediation of any fungal contaminants. Questions or media inquiries should be referred to Deborah Charlton.

**Chapter 7      Insurance Notifications**

It is the responsibility of Management to file an Incident Report for all environmental remediation activities and provide the report to their immediate Supervisor and to the Corporate Office. The Corporate Office will be responsible for determining when to report incidents to the insurance carrier and will follow all normal administrative claims procedures.

Contractor's License Numbers  
AZROC-111922-CLA  
AZROC-095189-C13  
NV-49496 Limit \$5,000,000  
CA-781952-C12  
C5 74079



Phoenix - Tucson - Las Vegas - Colorado - Albuquerque

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Las Vegas, NV 89122  
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www.sunlandasphalt.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Shamrock Communities 2 Greenwich Office Park, Suite 300 Greenwich, CT 06831	<b>Contact:</b> Ellen Weinstein O: (203) 542-2848 F: 9999	<b>Job:</b> Liberty Village 4870 Nellis Oasis Lane Las Vegas, NV 89115	<b>Date Written</b> : 7/25/2017 <b>Proposal Number</b> : 78571 <b>T-Line Number</b> : UJ9A002432 <b>Project Consultant:</b> Jason Bevacqua
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We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

### Option #1 - (Hot) Rubberized Crack Seal / Apply MasterSeal MTR Rubberized Sealer / Pavement Markings

<b>29-200</b>	Power clean with high volume air as needed and seal all cracks 1/4" and larger with MAXWELL ELASTOFLEX crack sealant. (Alligatored areas not included.)	
<b>28-222</b>	Power sweep/clean asphalt surface. (Approx. 461,834 Sq. Ft.)	
<b>30-165</b>	Furnish and Apply Two (2) coat(s) of MasterSeal MTR Rubberized Sealer by Spray - Spray application on approximately 461,834 square feet. (This proposal is based on performing the work in 7 section(s). Adhesion or bonding of Seal Coat materials is not warranted in areas exposed to automotive fluids and/or other spills)	
<b>32-145</b>	Layout and stripe parking lot to existing pattern.	
Sub Total :		\$48,339.00

### Option #2 - Remove And Replace Asphalt Repairs

<b>31-500</b>	Remove and stockpile 38 existing parking blocks on site. (Sunland, Inc. is not responsible for parking blocks damaged prior to removal).	
<b>26-170</b>	<p>Remove approx. 24,431 square feet of failed asphalt to a depth of 3". Compact existing base and pave with 3" of 1/2" asphaltic surface course.</p> <p>Note:</p> <p>The depth of the existing asphalt is only an estimate. Additional depth may require additional charges. The removal of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the removal it is determined that contamination of water has weakened either the base or the subbase, additional charges would be negotiated to correct the unforeseen problem. If upon the removal of the asphalt, it is found that structures exist below the asphalt such as concrete footings, abandoned pipes, metal supports, etc., an additional charge would be negotiated to remove these obstructions if they would impede or prohibit grade consistencies.</p>	
<b>06-035</b>	Fog seal approx. 24,431 square feet using SS1H asphalt emulsion. (This proposal is based on performing the work in 4 section(s).	
<b>32-145</b>	<p>Layout and paint 1,370 LF of 4" lines.</p> <p>Reinstall and pin all useable parking blocks.</p>	
Sub Total :		\$75,389.00

### Option #3 - 1.5" Asphalt Overlay - Drive Lane

18-100	Edge mill 3,700 LF of existing asphalt to allow for the overlay transition.	
28-120	Power sweep/clean asphalt surface. (Approx. 48,991 Sq. Ft.)	
06-040	Tack coat approx. 48,991 square feet using SS1H asphalt emulsion.	
27-150	Overlay approx. 48,991 square feet with 1/2" asphalt to an average finished depth of 1.5" after compaction with a steel wheeled vibratory roller. (This proposal is based on performing the work in 3 section(s).) Notes: Asphalt overlays are not represented to change the course of water runoff and may obstruct water runoff from other sources. An asphalt overlay may not eliminate water ponding, as it will follow the contours of the original pavement. Reflective cracking may occur due to movement of the underlying pavement and base material. Asphalt overlays will not remedy pre-existing subgrade deficiencies. If it is determined that prior repairs are necessary, an option for that work will be offered. Sunland Asphalt cannot be responsible for any pre-existing subgrade deficiencies. The depth of the asphalt overlay, as stated on the proposal, is represented as the average depth after compaction given the tolerances allowed per M.A.G. specifications.	
06-040	Fog seal approx. 48,991 square feet using SS1H asphalt emulsion. (This proposal is based on performing the work in 3 section(s).)	
32-145	Paint (8) speed bumps hashed/yellow.	
Sub Total :		\$65,081.00

Contractor's License Numbers  
AZROC-111922-CLA  
AZROC-095189-C13  
NV-49496 Limit \$5,000,000  
CA-781952-C12  
C5 74079



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## PROPOSAL

## PROPOSAL

<b>Client:</b> Shamrock Communities 2 Greenwich Office Park, Suite 300 Greenwich, CT 06831	<b>Contact:</b> Ellen Weinstein O: (203) 542-2848 F: 9999	<b>Job:</b> Liberty Village 4870 Nellis Oasis Lane Las Vegas, NV 89115	<b>Date Written</b> : 7/25/2017 <b>Proposal Number</b> : 78571 <b>T-Line Number</b> : UJ9A002432 <b>Project Consultant:</b> Jason Bevacqua
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Sunland Asphalt is not responsible for defects in the finished pavement resulting from deficiencies in grade or base. Such deficiencies may include, but are not limited to, cracking, segregation, low areas, high areas or settling.

Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)

Note: If too windy to spray apply, contractor may elect to squeegee apply the sealer.

Materials tax (8.25%) included in totals.

**NOTE: IMPORTANT NOTICE:** Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 9/25/2017. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

#### Sunland Asphalt

Authorized Signature : \_\_\_\_\_  
Name : **Jason Bevacqua**  
Designation : **Project Consultant**

### TERMS: NET 15 DAYS

#### Client

Authorized Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

## SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

### Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

#### 1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

#### 2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 ½% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

#### 3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

#### 4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

#### 5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

#### 6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

#### 7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

#### 8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

#### 9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

#### 10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

#### 11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

#### 12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

#### 13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

#### 14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

#### 15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

#### 16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

#### 17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

#### 18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

#### 19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

Contractor's License Numbers  
AZROC-111922-CLA  
AZROC-095189-C13  
NV-49496 Limit \$5,000,000  
CA-781952-C12  
C5 74079



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F: (702) 966-3778  
www.sunlandasphalt.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Shamrock Communities 2 Greenwich Office Park, Suite 300 Greenwich, CT 06831	<b>Contact:</b> Ellen Weinstein O: (203) 542-2848 F: 9999	<b>Job:</b> Village Square Apts. 5025 Nellis Oasis Lane Las Vegas, NV 89115	<b>Date Written</b> : 7/20/2017 <b>Proposal Number</b> : 78515 <b>T-Line Number</b> : UJ9A002432 <b>Project Consultant:</b> Jason Bevacqua
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We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

### Option #1 - Concrete Repairs

**32-120** Remove and replace 20 LF of concrete "L" curb and a 27' x 4' section of valley gutter.

Sub Total : \$2,303.00

### Option #2 - Remove And Replace Asphalt Repairs

**19-300** Make necessary sawcuts.

**26-170** Remove approx. 3,112 square feet of failed asphalt to a depth of 3". Compact existing base and pave with 3" of 1/2" asphaltic surface course.  
Note:

The depth of the existing asphalt is only an estimate. Additional depth may require additional charges. The removal of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the removal it is determined that contamination of water has weakened either the base or the subbase, additional charges would be negotiated to correct the unforeseen problem. If upon the removal of the asphalt, it is found that structures exist below the asphalt such as concrete footings, abandoned pipes, metal supports, etc., an additional charge would be negotiated to remove these obstructions if they would impede or prohibit grade consistencies.

Sub Total : \$11,285.00

### (Hot) Rubberized Crack Seal / Apply MasterSeal MTR Rubberized Sealer / Pavement Markings

**29-200** Power clean with high volume air as needed and seal all cracks 1/4" and larger with MAXWELL ELASTOFLEX crack sealant. (Alligatored areas not included.)

**28-233** Power sweep/clean asphalt surface. (Approx. 163,951 Sq. Ft.)

**30-160** Furnish and Apply Two (2) coat(s) of MasterSeal MTR Rubberized Sealer by Spray - Spray application on approximately 163,951 square feet. (This proposal is based on performing the work in 4 section(s). Adhesion or bonding of Seal Coat materials is not warranted in areas exposed to automotive fluids and/or other spills)

**32-145** Paint 7,344 LF of 4" lines white.  
Paint 960 LF of hashed lines white.  
Paint (25) handicap logos.  
Paint 2,140 LF of red curb.

Sub Total : \$23,797.00

CONTINUED ON NEXT PAGE

Contractor's License Numbers  
AZROC-111922-CLA  
AZROC-095189-C13  
NV-49496 Limit \$5,000,000  
CA-781952-C12  
C5 74079



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Las Vegas, NV 89122  
O: (702) 563-6872  
F: (702) 966-3778  
www.sunlandasphalt.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Shamrock Communities 2 Greenwich Office Park, Suite 300 Greenwich, CT 06831	<b>Contact:</b> Ellen Weinstein O: (203) 542-2848 F: 9999	<b>Job:</b> Village Square Apts. 5025 Nellis Oasis Lane Las Vegas, NV 89115	<b>Date Written</b> : 7/20/2017 <b>Proposal Number</b> : 78515 <b>T-Line Number</b> : UJ9A002432 <b>Project Consultant:</b> Jason Bevacqua
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**Note:** If too windy to spray apply, contractor may elect to squeegee apply the sealer.

**Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)**

**Materials tax (8.25%) included in totals.**

**NOTE: IMPORTANT NOTICE:** Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 9/20/2017. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

### ACCEPTANCE OF PROPOSAL

### TERMS: NET 15 DAYS

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

#### Sunland Asphalt

Authorized Signature : \_\_\_\_\_  
Name : **Jason Bevacqua**  
Designation : **Project Consultant**

#### Client

Authorized Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_



## SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

### Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

#### 1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

#### 2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 ½% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

#### 3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

#### 4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

#### 5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

#### 6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

#### 7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

#### 8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

#### 9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

#### 10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

#### 11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

#### 12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

#### 13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

#### 14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

#### 15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

#### 16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

#### 17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

#### 18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

#### 19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.





**Liberty Village & Liberty Square**

Nellis Ave  
Las Vegas , NV

Submitted by:

**David Perez**

**Sunstate Companies**

5080 Cameron St  
Las Vegas, NV, NV 89118

Office: 702-798-1776

Mobile: (702) 376-0330

Fax: 702-798-2918

[dperez@sunstatecompanies.com](mailto:dperez@sunstatecompanies.com)

[www.sunstatecompanies.com](http://www.sunstatecompanies.com)

License #: C-10#79791, C-5#79789, C-14#79790

David Perez  
 Sunstate Companies  
 5080 Cameron St  
 Las Vegas, NV, NV 89118  
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## Proposal



### Project

Liberty Village & Liberty Square  
 Nellis Ave  
 Las Vegas , NV

Tree Trimming & Removal

### Notes:

Ash Trees, Oaks, California Pepper, Palms, Pines, Italian Cypress, Plum, Olive Trees

Description	Quantity	Cost Per Unit	Cost
<b>Liberty Square</b>			
<b>Maintenance</b>			
<b>Stump grinding</b> 5 Stump Grind for all tree removals	1 Ea	\$450.00/Ea	\$450.00
<b>Tree Removal</b> 2 Ash Tree 1 Pine 1 Date Palm 1 Removal	1 Ea	\$270.00/Ea	\$270.00
<b>Tree trimming</b> Palms 53, Pines 32, Olives 16, Ash 1	1 Ea	\$7,672.50/Ea	\$7,672.50
<b>Liberty Village</b>			
<b>Maintenance</b>			
<b>Insecticide &amp; Herbicide</b> 10 Plum Trees	1 Ea	\$607.50/Ea	\$607.50
<b>Stump grinding</b> 58 Stump Grinding for all tree removals	1 Ea	\$5,220.00/Ea	\$5,220.00
<b>Tree Removal</b> 48 Ash, California Peppers 3 , Pines 6, Oaks 1 Plums 1	1 Ea	\$3,928.00/Ea	\$3,928.00
<b>Tree Removal Vacate Lot</b> 5 Ash Trees Removal Vacate Lot	1 Ea	\$450.00/Ea	\$450.00
<b>Tree trimming</b> Tree Trimming for Olive 2 Palms 93 , Pines 139, Ash 75 Oaks 36, California Peppers 10 Acacia Willows 15	1 Ea	\$39,600.00/Ea	\$39,600.00


# Liberty Village & Liberty Square

June 29, 2017

<b>Project Total</b>	<b>\$58,198.00</b>
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We appreciate your business and look forward to working with you.

Our price is valid for 90 days from the date on this proposal.

Approved By:  Date: 6/29/17 Date: \_\_\_\_\_

Contractor \_\_\_\_\_ Customer \_\_\_\_\_

Seamless Flooring  
5175 W. Diablo Dr. #101  
Las Vegas, NV 89118  
(702) 431-7900  
(702) 614-4300 Fax



Quote

**Quotation For:**  
Village Square Apartments  
5025 Nellis Oasis Lane  
Las Vegas, NV 89115  
702-643-7340

**DATE** 07/07/17

*Quotation valid 90 days, until: 10/05/17*

**Floorplan:** Downstairs Laundry Room  
(Per Room)

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	AMOUNT
315	VCT - - Armstrong VCT (3 Colors) 7 Boxes	\$ 362.25
315 sq ft	Labor - VCT Installation -	\$ 315.00
280 sq ft	Labor - Rip Up Existing VCT -	\$ 280.00
120 lin ft	Labor - Vinyl Covebase Installation -	\$ 72.00
120	Base - - 6" Grey (1 Roll)	\$ 159.60
3 hours	Labor - Floor Repair -	\$ 120.00
- -		\$ -
- -		\$ -
- -		\$ -
SUBTOTAL		\$ 1,308.85
TAX RATE		0.00%
SALES TAX		-
TOTAL		\$ 1,308.85

**Signature of Acceptance:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

For questions concerning this quotation please call (702) 431-7900

**Thank you for your business!**

Westland000284

**APP1742**

Seamless Flooring  
5175 W. Diablo Dr. #101  
Las Vegas, NV 89118  
(702) 431-7900  
(702) 614-4300 Fax



Quote

**Quotation For:**  
Village Square Apartments  
5025 Nellis Oasis Lane  
Las Vegas, NV 89115  
702-643-7340

**DATE** 07/07/17

*Quotation valid 90 days, until: 10/05/17*

**Floorplan:** Upstairs Laundry Room (Per Room)

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	AMOUNT
315	VCT - - Armstrong VCT (3 Colors) 7 Boxes	\$ 362.25
315 sq ft	Labor - VCT Installation -	\$ 315.00
280 hours	Labor - Subfloor Repair - HardiBacker Install (Per Sq Ft)	\$ 770.00
120 lin ft	Labor - Vinyl Covebase Installation -	\$ 72.00
120	Base - - 6" Grey (1 Roll)	\$ 160.80
- -		\$ -
- -		\$ -
- -		\$ -
- -		\$ -
SUBTOTAL		\$ 1,680.05
TAX RATE		0.00%
SALES TAX		-
TOTAL		\$ 1,680.05

**Signature of Acceptance:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

For questions concerning this quotation please call (702) 431-7900

**Thank you for your business!**

Westland000285

**APP1743**

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## Gregory R. Beste

**Education:** Bachelor of Architecture, University of Kansas  
Bachelor of Environmental Design, University of Kansas

**Licenses/Registrations:** Architect, South Carolina #3306  
Architect, North Carolina #5526  
Architect, Georgia #RA006793  
Architect, Florida #AR0017421  
Various other states

**Years of Experience:** 30+

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### Summary of Professional Experience

Mr. Beste has over 30 years of professional experience in architectural design and management, property condition assessments, construction management, forensic building analysis, and construction monitoring. Mr. Beste is responsible for conducting and reviewing Property Condition Assessments (PCA) scopes including ASTM E2018, Fannie Mae, Freddie Mac, and client specific requirements in order to facilitate real estate loan and acquisition transactions. Such projects have ranged in scope and complexity from low-rise apartment complexes, to high rise multi-family towers.

Mr. Beste has conducted over 900 property/damage assessments and over 11.4M square feet of roof inspections. He has also performed technical investigations of construction defects, incidents or losses related to all types of real estate property including office buildings, apartment buildings, hotels and motels, warehouse and industrial buildings, parking garages, retail strip centers and stand-alone stores, nursing homes, and mobile home parks.

Mr. Beste has owned and managed professional architectural firms and has been responsible for technical accuracy, business development, marketing and client management. He has managed day-to-day office operations and provided quality control along with staff training and mentoring.

## ASSESSMENT AND CONSULTING SERVICES

### Affiliations/Associations/Memberships/Certifications:

America Institute of Architects, (AIA), 1986 to Present

- Hilton Head Local Chapter Board member, Chairperson 1995
- South Carolina Chapter Board member, State Director 1996

National Disaster Assistance Committee 2011-Present

- South Carolina Disaster Assistance Committee 2013-Present
- Juror for National Disaster Plan Grant Program 2012

National Council of Architectural Registration Boards (NCARB)

- Certificate Holder 1986 to Present

International Association of Building Envelope Consultants (RCI)- 2012 to Present

International Code Council (ICC), 1990 to Present

Building Official Membership Council 2011-Present

Global Membership Executive Council 2012-Present

Lutheran Church Extension Fund

- National Architectural Advisory Committee 1991-Present
- Executive Committee 1999-04, 2014-18, Chairperson 2003, 2017
- Juror for national design awards 2012

Society of American Registered Architects

- Juror for national design awards 2000

California Earthquake Damage Assessment Certification

California Emergency Management Agency (Cal-EMA)

- Safety Assessment Program Certification 2011 to Present
- Safety Assessment Program Train the Trainer 2011 to Present

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## **Samantha Spano, E.I.T.**

<b>Education:</b>	B.S. Civil Engineering, The Pennsylvania State University University Park, PA
<b>Licenses/Registrations</b>	Engineer in Training, Commonwealth of Pennsylvania
<b>Years of Experience:</b>	4

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### **Summary of Professional Experience**

Ms. Spano has four years of professional experience in environmental, construction and civil/structural engineering. Her experience has been gained by contributing to numerous projects in the United States. Ms. Spano has the experience of both performing structural calculations and designs for new projects, as well as familiarity with modifying and assessing existing structures.

Ms. Spano has provided calculation packages, under the supervision of a Professional Engineer, for projects including, but not limited to, drainage design, steel calculations (sizing metal deck, lintels, rebar in concrete, etc.), bolt calculations, and retaining wall design. She has provided construction monitoring services for a variety of projects, and has experience reviewing and logging submittals, writing and organizing transmittals, and managing project meetings.

Ms. Spano has performed Property Condition Assessments, almost exclusively, for two years throughout the United States and has written Property Condition Reports according to the ASTM baseline analyzing the following systems; site, structure, exterior, roof, interior, plumbing, HVAC, electrical, fire/life safety, garages/carports and elevators. Ms. Spano is experienced in identifying immediate repairs and calculating replacement reserves for a variety of loans and specialty lending programs. Ms. Spano also frequently trains new employees in performing Property Condition Assessments and writing Property Condition Reports. Ms. Spano also has experience conducting municipal research for various property types and in numerous municipalities throughout the United States.



# EXHIBIT “F”

Purchase and Sale Agreement for Liberty Village Apartments, dated June 22, 2018

Westland 000289- Westland 000352

# EXHIBIT “F”

**AGREEMENT OF PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

by and between

**SHAMROCK PROPERTIES VI LLC,**  
a Delaware limited liability company

as Seller

and

**AMUSEMENT INDUSTRY, INC.,**  
a California corporation

as Buyer<sup>1</sup>

Property:  
**Liberty Village Apartments—4870 Nellis Oasis Lane, Las Vegas, Nevada 89115**

Westland000289

**APP1748**

## AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS (the "Agreement") is made as of June 22, 2018, by and between SHAMROCK PROPERTIES VI LLC, a Delaware limited liability company ("Seller"), and AMUSEMENT INDUSTRY, INC., a California corporation ("Buyer").

### RECITALS

- A. Seller is the owner of the Property (as defined in Section 2).
- B. Buyer desires to purchase and Seller is willing to sell the Property on the terms and conditions of this Agreement.
- C. The parties do not intend to be present at the closing of the sale of the Property (the "Closing") and therefore desire to establish escrow procedures for the Closing.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

### AGREEMENT

1. **Certain Basic Definitions.** For purposes of this Agreement, the following terms shall have the following definitions:

3.6.5. 1.1 **"April 15 Fire"** shall have the meaning ascribed to such term in Section

1.2 **"Buyer's Address"** means:

AMUSEMENT INDUSTRY, INC.  
520 West Willow Street  
Long Beach, CA 90806  
Attn: Avi Shtern  
Telephone: 310-639-7130  
E-Mail: Avi.S@westlandreg.com

**With a copy to:**

AMUSEMENT INDUSTRY, INC.  
520 West Willow Street  
Long Beach, CA 90806  
Attn: Michael Libraty, Esq.  
Telephone: 310-639-7130  
E-Mail: Michael.L@westlandreg.com

1.3 **"Closing Date"** means the date upon which the transaction contemplated by this Agreement is consummated, which date shall be August 21, 2018, or such other date to which Buyer and Seller mutually agree in writing; provided, however, Buyer shall have a unilateral right to extend the Closing Date to September 5, 2018 by written notice received by Seller and Escrow Holder not later than August 14, 2018, provided that, as a condition to the effectiveness of such extension, (a) Buyer deposits with Escrow Holder on or before August 14, 2018 an additional deposit of \$367,330.02 (**"Extension Deposit"**), and (b) Buyer, concurrently with the exercise of such extension right hereunder, exercises its extension right under the Other Purchase Agreement in accordance with the terms thereof, including making the required extension deposit thereunder. The Extension Deposit shall automatically become part of, and be disbursed on the same basis as, the remainder of the Deposit.

1.4 **"Deposit"** shall have the meaning given to such term in Section 2.2 hereof.

1.5 **"Due Diligence Period"** means the period beginning on the Effective Date and ending at 5:00 p.m. Pacific Time on July 13, 2018.

1.6 **"Effective Date"** means the date first above written.

1.7 **"Escrow Holder"** means First American Title Insurance Company.

1.8 **"Escrow Holder's Address"** means:

First American Title Insurance Company  
National Commercial Services  
777 South Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attn: Phyllis Chambers  
Telephone No.: (213) 271-1720  
Fax No.: 714-361-3595

1.9 **"Excluded Items"** means all proprietary, privileged or confidential information of Seller relating to the Property, including but not limited to, Seller's internal financial analyses, appraisals, broker's opinions of value, copies of or information about other parties' offers to purchase the Property, property condition assessment reports for the Property, bids for repairs, property management agreement for the Property, Seller's credit analyses and collection plans, materials relating to Seller's cost to acquire the Property and any documents or communications subject to the attorney/client privilege.

1.10 **"Fire Renovation Work"** shall have the meaning ascribed to such term in Section 3.6.4.

1.11 **"Fire Renovation Work Construction Contracts"** shall have the meaning ascribed to such term in Section 3.6.4.

1.12 **"Fire Renovation Work Contractor"** shall have the meaning ascribed to such term in Section 3.6.4.

1.13 **"Fire Renovation Work Cost"** shall have the meaning ascribed to such term in Section 3.6.4.

1.14 **"Insurance Company"** shall have the meaning ascribed to such term in Section 3.6.5.

1.15 **"Key Principal"** shall mean Ellen Weinstein.

1.16 **"Lender"** shall mean Fannie Mae, the holder of the Loan Note as of the Effective Date.

1.17 **"Lender Approval"** shall have the meaning ascribed to such term in Section 2.2.3 (a).

1.18 **"Loan"** shall mean that certain loan in the original principal amount of \$29,000,000.00 made by Lender to Seller as evidenced by the Loan Note and secured by the Loan Deed of Trust and the Other Property Deed of Trust.

1.19 **"Loan Assumption"** shall have the meaning ascribed in Section 2.2.3.

1.20 **"Loan Deed of Trust"** shall mean the Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 2, 2017 made by Seller for the benefit of Lender and encumbering the Property.

1.21 **"Loan Documents"** shall mean the documents evidencing, securing or otherwise made by Seller or the Key Principal in connection with the Loan as described in Exhibit "H-1" attached hereto.

1.22 **"Loan Note"** shall mean that certain Multifamily Note dated as of November 2, 2017 made by Seller to Lender in the original principal amount of \$29,000,000.00.

1.23 **"May 9 Fire"** shall have the meaning ascribed in Section 3.6.5.

1.24 **"Nuisance Notice and Related Matters"** shall mean the Notice and Declaration of Chronic Nuisance dated April 4, 2018 from the Las Vegas Metropolitan Police Department to Seller and the Other Property Seller, together with (a) Seller's and the Other Seller's response thereto dated April 9, 2018 from Dirk W. Gasper, counsel to Seller and the Other Seller, to Matthew J. Christian, Assistant General Counsel, Las Vegas Metropolitan Police Department, (b) the Las Vegas Metropolitan Police Department's response to the aforementioned April 9, 2018 letter dated April 13, 2018 from Mathew J. Christian to Dirk W. Gasper, (c) Seller's response to the aforementioned April 13, 2018 letter dated April 26, 2018, and (d) any subsequent correspondence or actions between the Effective Date and Closing taken by the Las Vegas Metropolitan Police Department, the Clark County District Attorney's Office, the Seller

and/or the Other Seller in respect of the matters described in such correspondence, including Seller undertaking the Nuisance Notice Work.

**1.25 “Nuisance Notice Work”** means the fence and lighting work described in the following contracts/invoices: (a) Agreement between Owner and Contractor dated as of May 8, 2018 between Solutions Electric Services LLC and Seller for a sum of \$73,800.00, (b) Agreement between Owner and Contractor dated as of May 8, 2018 between Solutions Electric Services LLC and Seller for a sum of \$9,500.00, (c) the Electrical Supply invoice in respect of 302 WML-80CW Westgate Mfg. 80 Watt 5000K 120/277V Wall Pack in the amount of \$34,941.00, and (d) Agreement between Owner and Contractor dated as of May 3, 2018 between Custom Iron and Fabrication and Seller for a sum of \$93,027.00.

**1.26 “Other Property”** shall mean the property commonly known as Liberty Square located at 5025 Nellis Oasis Lane, North Las Vegas, Nevada and more particularly described on attached **Exhibit “A-1”** hereof.

**1.27 “Other Property Deed of Trust”** means the Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 2, 2017 made by Seller for the benefit of Lender and encumbering the Other Property.

**1.28 “Other Property Loan”** shall mean that certain loan in the original principal amount of \$9,366,000.00 made by Lender to the Other Property Seller as evidenced by the Other Property Note and secured by the Other Property Deed of Trust and the Loan Deed of Trust.

**1.29 “Other Property Loan Documents”** shall mean the documents evidencing, securing or otherwise made by the Other Seller or the Key Principal in connection with the Other Property Loan as described in Exhibit “H-2” attached hereto.

**1.30 “Other Property Note”** means shall mean that certain Multifamily Note dated as of November 2, 2017 made by the Other Property Seller to Lender in the original principal amount of \$9,366,000.00.

**1.31 “Other Property Purchase Agreement”** shall have the meaning ascribed in Section 9.2.3.

**1.32 “Other Property Seller”** means Shamrock Properties VII LLC, a Delaware limited liability company.

**1.33 “Purchase Price”** means the sum of Forty-Four Million Three Hundred Thousand and No/100 Dollars (\$44,300,000.00).

**1.32 “Required Repairs”** has the meaning ascribed to such term in the Multifamily Loan and Security Agreement (Non-Recourse) dated as of November 2, 2017 between Lender and Seller in respect of the Loan.

**1.33** "Security Deposit" means any amounts paid by or on behalf of any tenant in connection with any Tenant Lease for the purpose of securing the observance and performance by the tenant of its obligations under any Tenant Lease.

**1.34** "Seller's Address" means:

**SHAMROCK PROPERTIES VILLC**  
Two Greenwich Office Park, Suite 300  
Greenwich, CT 06831  
Attn: Ellen Weinstein  
Telephone: 203-252-6672  
E-Mail: [Weinstein@shamrock-communities.com](mailto:Weinstein@shamrock-communities.com)

With a copy to:

Barnes & Thornburg LLP  
2029 Century Park East, Suite 300  
Los Angeles, CA 90067  
Attn: Mary J. Garnett  
Telephone No.: (310) 284-3792  
Email: [mgarnett@btlaw.com](mailto:mgarnett@btlaw.com)

**1.35** "Tenant Leases" means only those certain written tenancies, licenses or other rights of occupancy or use of the Property (including all amendments, renewals and extensions thereof) in effect on the Closing Date and in the possession of Seller. The term Tenant Leases applies in the singular to any such lease.

**1.36** "Title Company" means First American Title Insurance Company, 777 South Figueroa Street, 4<sup>th</sup> Floor, Los Angeles, California 90017.

**2. Sale of Property; Purchase Price.**

**2.1** Sale of Property. Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller:

(a) the land located in the City of Las Vegas, County of Clark, State of Nevada, which is more particularly described in **Exhibit "A"** attached hereto ("**Land**");

(b) all buildings and other improvements located on the Land ("**Improvements**");

(c) all right, title and interest of Seller, if any, in and to any equipment, machinery or other property which is affixed to the Improvements so as to constitute fixtures under applicable law on the Closing Date ("**Fixtures**") (the Land, the Improvements and the Fixtures are collectively referred to herein as the "**Real Property**");

(d) all right, title and interest of Seller, if any, in and to all Tenant Leases in effect on the Closing Date;

(e) all right, title and interest of Seller, if any, in and to any contract rights and service agreements in effect on the Closing Date related to the operation or ownership of the Real Property and to the extent assignable, subject to any rights of consent as provided therein, and specifically excluding any property management agreement affecting the Property, which will be terminated effective as of the Closing Date (collectively, the "**Contracts and Agreements**"); and

(f) all right, title and interest of Seller, if any, in and to all inventory, furniture, furnishings, decorations and other tangible personal property now existing and located upon the Real Property on the Closing Date, but excluding tangible personal property owned by Seller's management company or by tenants of the Real Property under the Tenant Leases (the "**Personal Property**") (the Real Property, the Tenant Leases, the Contracts and Agreements, and the Personal Property are collectively referred to herein as the "**Property**").

**2.2 Purchase Price.** The Purchase Price shall be payable as follows:

**2.2.1 Deposit.** Within two (2) business days after the Effective Date, Buyer shall deliver to the Escrow Holder an initial earnest money deposit in the amount of \$734,660.03 in the form of a wire transfer or cashier's check drawn on good and sufficient funds on a federally insured bank and made payable to the order of Escrow Holder (the "**Initial Deposit**", which term shall include all interest earned on such funds).

In addition, if Buyer does not properly terminate this Agreement pursuant to Section 3.5 below at or prior to the expiration of the Due Diligence Period, then not later than the last day of the Due Diligence Period, Buyer shall wire to the Escrow Holder, in immediately available federal funds, an additional earnest money deposit of \$1,469,320.07 ("**Additional Deposit**", which term shall include all interest earned on such funds). The Initial Deposit, the Additional Deposit, and, if Buyer exercises its right to extend the Closing Date as provided in Section 1.3, the Extension Deposit, shall be collectively referred to as the "**Deposit**" for all purposes hereunder.

If Buyer is not in default under this Agreement, terminates this Agreement pursuant to Section 3.5 below prior to the expiration of the Due Diligence Period, and notifies Seller and Escrow Holder in writing that it is terminating this Agreement by such date, the Initial Deposit shall be returned to Buyer by Escrow Holder. If Buyer does not properly terminate this Agreement pursuant to Section 3.5 below at or prior to the expiration of the Due Diligence Period, the Deposit shall thereafter become non-refundable to Buyer and fully-earned by Seller; provided, however, the Deposit shall be returned to Buyer if this Agreement is subsequently terminated prior to the Close of Escrow pursuant to Section 5 or Section 8.2, and provided, further that the Deposit shall be applied to the Purchase Price at the Close of Escrow.

If any portion of the Deposit is not delivered by Buyer to Escrow Holder within the required periods, Seller may terminate this Agreement by delivering written notice thereof to Buyer and Escrow Holder. Upon said termination, Escrow Holder shall immediately return to



Seller all executed originals of this Agreement in its possession. Thereafter, neither party shall have any further rights or obligations hereunder, with the exception of any rights and obligations that are expressly intended to survive termination of this Agreement.

**2.2.2 Balance.** Buyer shall pay Seller the Purchase Price at Close of Escrow through Escrow Holder, which shall be comprised of (a) an assignment by Seller to Buyer, and Buyer's assumption, of the Loan as described in Section 2.2.3, and (b) a cash portion (the "**Cash Balance**") which is equal to the difference between the Purchase Price, as prorated and adjusted by debits and credits provided for herein and the principal balance of the Loan on the Closing Date. The Cash Balance shall be paid in immediately available federal funds and adjusted by the amount of any credits due or any items chargeable to Buyer under this Agreement. Buyer shall so deposit the Cash Balance such that the Close of Escrow shall occur on the Closing Date.

**2.2.3 Assumption of Loan.** At the Closing, Buyer, at its sole cost and expense, shall assume the Loan and the Loan Documents (including Seller's obligations under the Loan Note and the Loan Dead of Trust) ("**Loan Assumption**").

(a) Buyer shall apply for and obtain (i) the approval by the Lender of the Loan Assumption, and (ii) the full release and termination of all liability of Seller and the Key Principal, to Lender and Lender's successors and assigns under the Loan in connection with such assumption, without any additional expense or cost to Seller or the Key Principal (collectively, "**Lender Approval**"). Without limitation, Buyer shall apply to Lender to obtain the Lender Approval not later than two (2) business days after the expiration of the Due Diligence Period and shall promptly provide all information and other material requested by Lender relative to the application. Buyer shall furnish evidence to Seller that it has so applied promptly after doing so. It shall be a condition precedent to Seller's obligations hereunder that, on or prior to Closing, Buyer shall furnish to Seller and the Key Principal evidence that Lender has agreed to the full release of Seller and the Key Principals from any liability under the Loan accruing after Closing upon execution of the documents evidencing the Loan Assumption. Seller shall cooperate with Buyer and Lender relative to the Loan Assumption and shall execute and deliver all documents reasonably required by Lender in respect of the Loan Assumption provided they include the components of the Lender Approval set forth above.

(b) To the extent required by Lender in connection with the Loan Assumption, Buyer shall form a single purpose entity and adopt related entity governance and independent director provisions. Notwithstanding the foregoing, it is contemplated that Lender will require that Buyer provide appropriate guarantors to guaranty certain matters related to the Loan and the environmental condition of the Property, and consequently Buyer shall assist and cooperate with Lender's guaranty requirements.

(c) All costs in connection with the Loan Assumption and Lender Approval shall be borne by Buyer. At Closing, Buyer shall reimburse Seller the full amount of all balances existing in the Seller's impound, escrow, replacement reserve and similar accounts, if any, with Lender, except for any insurance impound which shall not be transferred to Buyer at Closing and Seller shall be entitled to all amounts in that escrow when released by the Lender. Buyer shall cooperate with Seller's efforts to obtain the release at Closing of all

amounts held by Lender in the insurance impound account as of the Closing and if such amounts are forwarded to Buyer for any reason after Closing or are otherwise used by Buyer to cover its insurance costs or insurance impounds with Lender or any other amounts owed to Lender after Closing, Buyer shall promptly reimburse Seller all such amounts.

**2.3 Interest.** If Buyer satisfies Escrow Holder's requirements for investing the Deposit in an interest bearing account, the Deposit shall be held by Escrow Holder in an interest bearing account with a federally insured state or national bank.

**3. Escrow; Closing Conditions.**

**3.1 Escrow.** Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by Escrow Holder in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open an escrow ("Escrow") for the consummation of the sale of the Property to Buyer pursuant to the terms of this Agreement. Upon Escrow Holder's written acceptance of this Agreement, Escrow Holder is authorized to act, and shall act, in accordance with the terms of this Agreement. Buyer and Seller shall execute Escrow Holder's general escrow instructions, upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Upon the Close of Escrow, Escrow Holder shall pay any sum owed to Seller with immediately available federal funds.

**3.2 Closing Date.** The Escrow shall close ("Close of Escrow") on the Closing Date, provided that all conditions to the Close of Escrow set forth in this Agreement have been satisfied or waived in writing by the party intended to be benefited thereby.

**3.3 Buyer's Inspections and Contingencies.** The Close of Escrow is subject to and contingent on the satisfaction of the following conditions, or the waiver of the same by Buyer in writing:

**3.3.1 Inspection.** Buyer's approval or deemed approval of the condition of the Property prior to the expiration of the Due Diligence Period and pursuant to the following:

(a) Buyer, at Buyer's sole cost and expense, shall have the right to conduct physical inspections of the Property (i) after Escrow Holder's receipt of the Deposit, (ii) upon two (2) business days prior written notice to Seller, with a copy to Seller's broker by email, and (iii) after Seller's receipt of written evidence that Buyer (or Buyer's contractor or consultant, as applicable) has procured the insurance required by Section 3.3.1(c) of this Agreement. Buyer's physical inspection of the Property shall be conducted during normal business hours at times mutually acceptable to Buyer and Seller. No such inspection may interfere with the rights of tenants under the Tenant Leases. In no event shall Buyer contact any employees of Seller or its property manager at the Property without the consent of Seller. No invasive testing or boring shall be done without the prior notification of Seller and Seller's written permission of the same, which permission may be granted or withheld in Seller's sole and absolute discretion. All activities permitted to be undertaken by Buyer, its agents or representatives, on the Property during the Due Diligence Period shall fully comply with all

applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Property. Buyer may approve or disapprove this contingency in its sole and absolute discretion on or before the expiration of the Due Diligence Period. Notwithstanding any terms to the contrary in the foregoing or elsewhere in this Lease, Buyer has agreed that Buyer's inspection of units at the Property shall be limited to one day during the Due Diligence Period that shall be mutually agreed upon by the parties, with Buyer's inspection being of two (2) to four (4) individuals who are of its own personnel and with the units to be viewed by Buyer's personnel to be pre-agreed upon by the parties. Buyer may also conduct a lease review of the leases on the day of such inspection. Without limitation, it is specifically agreed by Buyer that Buyer will not contact any governmental person or entity in respect of the Nuisance Notice and Related Matters Property without Seller's prior written consent and, in all events, Seller shall have the opportunity to have a representative present during all such contacts. Seller agrees that it will attempt to schedule a meeting during the Due Diligence Period with representatives of the Las Vegas Metropolitan Police Department, Seller and Buyer on a date convenient for all such parties to discuss the Nuisance Notice and Related Matters.

(b) Buyer acknowledges that prior to the Close of Escrow: (i) Buyer has the right to or will have had the opportunity to conduct such surveys, investigations, inspections and other studies of the Property as Buyer may deem necessary or desirable; and (ii) Seller has provided Buyer with adequate opportunity to make such inspection of the Property (including an inspection for zoning, land use, environmental and other laws, regulations and restrictions) as Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental and land use characteristics of the Property and its suitability for Buyer's intended use. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such surveys, investigations, inspections and other studies of the Property as a condition to the completion of the Close of Escrow, Buyer has knowingly and voluntarily done so. If Buyer does not terminate this Agreement by written notice received by Seller prior to the expiration of the Due Diligence Period, Buyer shall have accepted the physical condition of the Property and Buyer's obligation to close shall no longer be contingent on Buyer's approval of the physical condition of the Property. If this Agreement is terminated for any reason, Buyer shall deliver to Seller without charge all surveys, inspections, environmental and soil tests, and other studies of the Property performed by or on behalf of Buyer.

(c) Buyer shall obtain (or cause its contractor or consultant to obtain), at Buyer's sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Such insurance policy shall name Seller and its successors and assigns as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller. Notwithstanding the foregoing provisions of this Section, Buyer may enter upon and visually inspect the Property without such insurance, provided that such entry and visual inspection shall be subject to all other applicable provisions of this Agreement other than such insurance requirements.

(d) Buyer shall protect, indemnify, defend and hold the Property, Seller, and its shareholders, officers, directors, members, managers, participants, affiliates, employees, representatives, invitees, agents and contractors (collectively, "**Covered Persons**") free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "**Liabilities**"), resulting from Buyer's inspection and testing of the Property, including, without limitation, repairing any and all damages to any portion of the Property, arising out of or related (directly or indirectly) to Buyer's conducting such inspections, tests, and studies, even if such Liabilities are caused by or attributable to the joint, comparative or concurrent negligence of Seller unless such Liabilities are caused by the sole negligence of Seller, except to the extent any such Liabilities are caused by the fraud, gross negligence, or willful misconduct of any Covered Person. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by Section 3.3.1 of this Agreement. Buyer's indemnification obligations set forth herein shall survive the Close of Escrow and shall not be merged with the Deed, and shall survive the termination of this Agreement and Escrow.

(e) It is understood by the parties that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any disclosures or other information contained in Seller's files or in the documents produced by Seller, including, without limitation, any environmental audit or report. Buyer acknowledges that Seller and its agents, representatives, and affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

**3.3.2 Title Commitment and Survey.** Buyer's approval or deemed approval of (i) a commitment for issuance of an Owner's Policy of Title Insurance by Title Company, stating the condition of title to the Land, (ii) copies of all underlying title documents described in such title commitment (collectively, "**Title Commitment**") and (iii) any Survey (defined below), and pursuant to the following:

(a) Buyer acknowledges Seller has caused a Title Commitment and the most recent ALTA survey in Seller's possession to be delivered to Buyer prior to the Effective Date. If Buyer does not expressly object in writing to exceptions or other matters in the Title Commitment or any Survey within three (3) business days after the Effective Date, then Buyer shall be deemed to have approved such un-objected to exceptions or other matters, and all matters which Buyer approves or is deemed to have approved are "**Permitted Encumbrances**". Buyer may not object to the printed exceptions which appear in the standard form Owner's Policy of Title Insurance, an exception for real property taxes and assessments for the current fiscal year which constitute a lien not yet due and payable, an exception for tenants in possession under unrecorded Tenant Leases, any exceptions directly or indirectly caused by Buyer, the Loan and the Loan Documents (including the Loan Deed of Trust), and the Nuisance Notice and Related Matters, and said matters shall be Permitted Encumbrances. Seller shall have the right, but not the obligation, to notify Buyer in writing within two (2) days after Seller's receipt of Buyer's notice that Seller desires to have until the Closing Date in which to remove or to cure, or



to agree to remove or to cure, such disapproved items, and/or to obtain a bond or endorsement insuring that such items will be removed, cured, or insured over prior to or at the Close of Escrow. Seller's failure to deliver such notice to Buyer with respect to any disapproved item shall be deemed to be an election by Seller not to remove or to cure or to bond or insure over such item. Notwithstanding anything contained herein to the contrary, Seller shall be obligated at Close of Escrow to discharge all mortgages (other than related to the Loan, the Loan Documents, including the Loan Deed of Trust, all of which shall be Permitted Encumbrances), judgment liens (provided that in no event shall Seller be obligated to remove any exception taken by the Title Company in respect of the Nuisance Notice and Related Matters, which shall be a Permitted Encumbrance), tax liens (other than liens and assessments for real and personal property taxes and assessments not yet due and payable, which shall be subject to proration as provided in Section 3.13.1) and mechanics' liens encumbering the Property (regardless of whether Buyer objects to any such mortgage or lien).

(b) As to any disapproved items which Seller elects not to remove or to cure, or to obtain a bond or endorsement insuring that such items will be removed, cured, or insured over prior to or at the Close of Escrow, then Buyer shall have, as Buyer's sole and exclusive remedy, the right exercisable on or before the expiration of the Due Diligence Period, either (i) to waive such exceptions to title, and proceed to take title to the Real Property subject to such exceptions (which exceptions will be Permitted Encumbrances), without any deduction or offset in the Purchase Price, and without any cause of action against Seller, or (ii) to terminate this Agreement and the Escrow by giving written notice of such termination to Seller and to Escrow Holder and receive return of the Deposit. Buyer's failure to provide such written notice of termination within said period shall constitute Buyer's election under (i) above. Additionally, in the event Seller subsequently becomes unable prior to the Close of Escrow to remove or to cure any disapproved item or to obtain a bond or endorsement insuring that such item will be removed, cured, or insured over prior to or at the Close of Escrow in accordance with Seller's previous election to do so, Seller shall so notify Buyer, and Buyer shall have, as Buyer's sole and exclusive remedy, the right, exercisable on or before the earlier of five (5) days after Seller's notice or the Close of Escrow, to exercise either of the options described in clause (i) or (ii) above. Buyer's failure to provide Seller and Escrow Holder with written notice of termination within said period shall constitute Buyer's election under clause (i) above. Buyer may approve or disapprove this contingency in its sole and absolute discretion on or before the expiration of the Due Diligence Period.

(c) Buyer may, at Buyer's sole cost and expense, obtain a new survey (the "Survey") of the Property. Buyer acknowledges and agrees that the Closing Date, the Due Diligence Period, and the deadlines set forth in Section 3.3.3 shall not be extended in order for Buyer to obtain, review, or object to any such Survey and that if Buyer does not obtain a Survey, then the Permitted Encumbrances shall include all matters which would be shown on a survey of the Real Property. To the extent Buyer obtains a Survey, Buyer shall immediately provide Seller with a copy of the Survey which may be retained by Seller in the event of a termination of this Agreement.

(d) Buyer may, prior to the Closing Date, notify Seller in writing of Buyer's objection to any exceptions to title (the "Supplemental Exceptions") first raised by the Title Company after delivery of the Title Commitment, if any, and first arising after

the date of the Title Commitment. If Buyer does not expressly object in writing to any Supplemental Exceptions prior to the Closing Date, then Buyer shall be deemed to have approved such Supplemental Exceptions and same shall be Permitted Encumbrances. With respect to any objections to Supplemental Exceptions set forth in such notice, Seller shall have the same option to cure and Buyer shall have the same options to accept title subject to such matters or to terminate this Agreement as applicable to any notice of objections made by Buyer pursuant to Section 3.3.3(a). If Seller elects to attempt to cure any such Supplemental Exceptions, the Closing Date shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the Closing Date. In the event that Buyer raises objections to the Supplemental Exceptions then Buyer shall have the same rights as contained in Section 3.3.3(b) except such rights shall not expire or be required to be performed by the expiration of the Due Diligence Period. Notwithstanding the foregoing, in no event shall any exception taken by the Title Company in a Supplemental Exception in respect of the Nuisance Notice and Related Matters be considered other than a Permitted Encumbrance and shall in no event be objected to by Buyer.

**3.3.3 Environmental Site Assessment.** Buyer acknowledges that Seller has delivered to Buyer a copy of the most recent Phase I Environmental Site Assessment of the Property in Seller's possession (the "**Existing Phase I Report**"). Buyer may, at Buyer's sole cost and expense, elect to have the Existing Phase I Report updated. Buyer may also elect to obtain a new environmental site assessment of the Property (the "**New Phase I Report**"). The Existing Phase I Report and the New Phase I Report, as applicable, are referred to herein as the "**Phase I Report**". Buyer acknowledges and agrees that the Closing Date, the Due Diligence Period, and the deadlines set forth in Section 3.3.3 shall not be extended in order for Buyer to obtain, review, or object to any such Phase I Report.

**3.3.4 Due Diligence Items.** Within one (1) business days after the Effective Date, Seller shall provide to Buyer, or make available to Buyer at the property management office for the Property for inspection and/or copying by Buyer, as determined by Seller, the due diligence items related to the Property and listed on Schedule 3.3.4 hereof to the extent in Seller's possession (collectively, the "**Due Diligence Items**"). Buyer shall have the right to approve or disapprove this contingency in its sole and absolute discretion on or before the expiration of the Due Diligence Period.

**3.4 Approval Procedure.** Buyer shall notify Seller of Buyer's disapproval of the matters, or inability to satisfy the conditions, described in Section 3.3 by written notice delivered to Seller and Escrow Holder prior to the expiration of the Due Diligence Period (or such other date as may be specified therein). Buyer's failure to provide notice of disapproval of the matters, or inability to satisfy the conditions, described in Section 3.3 prior to the expiration of the Due Diligence Period (or such other date as may be specified therein) in the manner described herein shall be deemed Buyer's approval and/or satisfaction of such matters and conditions. In no event shall Buyer have the right to disapprove any such matters after the expiration of the Due Diligence Period (or such other date as may be specified therein).

**3.5 Termination Upon Disapproval.** This Agreement shall automatically terminate (i) if Buyer notifies Seller in writing at or prior to the expiration of the Due Diligence Period that Buyer has decided not to proceed with the purchase of the Property for any reason, or

(ii) upon Buyer's notice of termination described in Section 3.3 (subject to Seller's right to remove or cure disapproved items, or to obtain a bond or title endorsement). Upon such termination of this Agreement: (a) each party shall promptly execute and deliver to Escrow Holder such documents as Escrow Holder may reasonably require to evidence such termination; (b) Escrow Holder shall return all documents to the respective parties who delivered such documents to Escrow; (c) Escrow Holder shall remit the Deposit to Buyer; (d) Buyer shall return to Seller the originals of all Due Diligence Items in Buyer's possession relating to the Property and shall deliver to Seller without charge all surveys; inspections; boring, percolation, geologic, environmental and soil tests; and other studies of the Property performed by or on behalf of Buyer during the Due Diligence Period; and (e) the respective obligations of Buyer and Seller under this Agreement shall terminate, except for obligations which expressly survive termination of this Agreement.

### **3.6 Property Operations.**

**3.6.1 Leasing and Maintenance.** From the Effective Date through the Close of Escrow, all Tenant Leases entered into by Seller (i) shall be for residential units in the Property, (ii) shall be on forms customarily used in the jurisdiction in which the Property is located and complying with the laws of such jurisdiction, (iii) shall be for initial terms of at least six months and not more than 13 months, and (iv) shall not include options to purchase. Seller hereby acknowledges and agrees to assume upon the Close of Escrow all liability for and to pay for any and all leasing commissions remaining due for leasing agent activities undertaken during Seller's ownership of the Property through the Close of Escrow. Furthermore, from the Effective Date through the Close of Escrow, Seller shall maintain the Property in its present condition, subject to normal wear and tear (from the last required repair) in a manner consistent with Seller's prior practices, provided that, to the extent a residential unit is vacated after the Effective Date and prior to the date that is five (5) business days prior to Close of Escrow, Seller shall make such vacated residential unit(s) rent ready at or prior to Close of Escrow, in accordance with Seller's standard practices.

**3.6.2 Service Contracts.** Seller shall terminate as of the Close of Escrow each service contract which is terminable by Seller without penalty or other liability upon thirty (30) days or less written notice. Any such termination shall be effective as of Close of Escrow. Seller shall be under no obligation to terminate any such service contracts that are not terminable by Seller without penalty or other liability upon thirty (30) days' or less written notice, and Buyer at Close of Escrow shall assume all such service contracts (including any laundry, cable, trash, and copier contracts) that are not terminated pursuant to the foregoing. The assumed and assignable service contracts pursuant to this provision are hereinafter referred to as the "**Contracts and Agreements**". In any event, from and after the end of the Due Diligence Period, Seller shall not enter into any new service contract for the provision of goods or services to or with respect to the Property other than in the ordinary course of business, or renew, extend, modify or replace any such service contracts unless such service contract is terminable as of the Close of Escrow Date without payment of any fees or penalty or unless Buyer consents thereto in writing, which approval shall not be unreasonably withheld, delayed or conditioned. The provisions of this Section shall not apply to any construction contract required to be assumed by Buyer at Close of Escrow pursuant to Sections 3.6.4 or 3.6.5.

**3.6.3 Completion of Required Repairs.** Buyer acknowledges that Seller has disclosed to Buyer that certain of the Required Repairs have not yet been completed by Seller. On or before Close of Escrow, Seller shall complete the Required Repairs in a manner required by the Loan Documents. It is expressly understood and agreed that Seller will seek reimbursement from Lender for any amounts held in escrow by Lender in respect of such completed Required Repairs. Buyer agrees to cooperate with Seller to the extent that Seller reasonably requires Buyer's cooperation in order for Seller to receive reimbursement for the completed Required Repairs from the Lender.

**3.6.4 April 15, 2018 Fire.** Seller has advised Buyer that (a) there was a fire at the Property on April 15, 2018 that damaged eight (8) units in one (1) building (known as Unit Nos. 1213, 1214, 1215, 1216, 2213, 2214, 2215 and 2216) ("**April 15 Fire**"), and (b) the April 15 Fire has been reported to Seller's property carrier, Philadelphia Indemnity Insurance Co. ("**Insurance Company**") and Claim No. 18041166993 has been assigned by the Insurance Company to the claim and a proof of loss is anticipated to be processed with, and executed by, the Insurance Company in respect of Claim No. 18041166993 shortly after the Effective Date, at which time Seller anticipates entering into an Agreement Between Owner and Contractor ("**Fire Renovation Work Construction Contract**") between Seller and Copper Creek Construction ("**Fire Renovation Work Contractor**") for a fixed amount equal to the amount of the proof of loss to repair the damaged units from the April 15 Fire as provided therein ("**Fire Renovation Work**"). The April 15 Fire Renovation Work is expected to be commenced but not completed prior to Close of Escrow. If the April 15 Fire Renovation Work is not completed prior to Close of Escrow for any reason, Buyer shall assume the April 15 Fire Renovation Work Construction Contract at Close of Escrow. The April 15 Fire has also been reported to the Insurance Company in respect of rental income loss/business income interruption insurance that might be available in respect of the April 15 Fire and Claim No. 18041166993 has also been assigned to the rent loss claim in respect of the April 15 Fire. Neither Seller nor Buyer shall have the right to terminate this Agreement in respect of the April 15 Fire, and there shall be no reduction in the Purchase Price as a result of same, but upon the Close of Escrow there shall be a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds in respect of Claim No. 18041166993 then collected by Seller from the Insurance Company as a result of any such damage or destruction from the April 15 Fire but only to the extent held by Seller and not Lender, plus the amount of any insurance deductible in respect of the April 15 Fire, less any sums expended by Seller toward the demolition, mitigation, restoration or repair of the damaged units from the April 15 Fire at the Property (including under the April 15 Fire Renovation Work Construction Contract) or in collecting such insurance proceeds from the Insurance Company prior to the Close of Escrow. If all or any portion of the insurance proceeds have not been collected from the Insurance Company as of the Close of Escrow, then the right to such proceeds shall be assigned to Buyer by Seller, except to the extent needed to reimburse Seller for sums expended prior to the Closing for debris removal, and to secure, repair and/or restore the damaged units from the April 15 Fire at the Property, to collect any such proceeds or for rent loss incurred and covered by the Insurance Company for the period prior to Closing.

**3.6.5 May 9, 2018 Fire.** Seller has advised Buyer that (a) there was a fire at the Property on May 9, 2018 that damaged four (4) units in one (1) building (known as Unit Nos. 1169, 1170, 2169 and 2170) ("**May 9 Fire**"), and (b) the May 9 Fire has been reported to the Insurance Company and Claim No. 18051174064 has been assigned by the Insurance



Company to the claim. The May 9 Fire has also been reported to the Insurance Company in respect of rental income loss/business income interruption insurance that might be available in respect of the May 9 Fire and Claim No. 18051174064 has also been assigned to the rent loss claim in respect of the May 9 Fire. Buyer acknowledges that prior to Close of Escrow, Seller shall have the right to process and execute a proof of loss with the Insurance Company in respect of Claim No. 18051174064 as it reasonably determines, provided that after the Effective Date and prior to Close of Escrow or earlier termination of this Agreement as provided herein, Seller shall consult with Buyer on the proof of loss and other matters relating to the May 9 Fire, but the decisions with respect to finalizing the proof of loss with the Insurance Company in respect of Claim No. 18051174064 shall be Seller's in its reasonable discretion. As of the Effective Date, Seller does not anticipate entering into a construction contract to repair the damaged units from the May 9 Fire prior to Close of Escrow; however, Seller has incurred certain costs for debris removal and securing the damaged units. Neither Seller nor Buyer shall have the right to terminate this Agreement in respect of the May 9 Fire, and there shall be no reduction in the Purchase Price as a result of same, but upon the Close of Escrow there shall be a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds in respect of Claim No. 18051174064 then collected by Seller from the Insurance Company as a result of any such damage or destruction from the May 9 Fire but only to the extent held by Seller and not Lender, plus the amount of any insurance deductible in respect of the May 9 Fire, less any sums expended by Seller toward the demolition, mitigation, restoration or repair of the damaged units at the Property from the May 9 Fire or in collecting such insurance proceeds from the Insurance Company prior to the Close of Escrow. If all or any portion of the insurance proceeds have not been collected from the Insurance Company as of the Close of Escrow, then the right to such proceeds shall be assigned to Buyer by Seller, except to the extent needed to reimburse Seller for sums expended prior to the Closing for debris removal and to secure, repair and/or restore the damaged units from the May 9 Fire at the Property, to collect any such proceeds or for rent loss incurred and covered by the Insurance Company for the period prior to Closing.

**3.6.6 Seller's Ongoing Response to Nuisance Notice and Related Matters; Buyer's Obligations With Respect to Same.** Buyer acknowledges that Seller has disclosed to Buyer the Nuisance Notice and Related Matters and Seller has advised Buyer of its ongoing efforts to satisfy the requirements and/or recommendations of the Las Vegas Metropolitan Police Department and other governmental officials with respect to the Nuisance Notice and Related Matters. Such efforts have included recently replacing the security company providing security at the Property, and undertaking the Nuisance Notice Work, which Seller shall cause to be completed prior to the Close of Escrow. Buyer acknowledges that prior to Close of Escrow or earlier termination of this Agreement, Seller shall have the right to address the Nuisance Notice and Related Matters as it reasonably determines, provided that after the Effective Date and prior to Close of Escrow or earlier termination of this Agreement as provided herein, Seller shall consult with Buyer on the steps it is taking to address the Nuisance Notice and Related Matters, but the decisions on how Seller should proceed shall be Seller's in its reasonable discretion. The costs of the Nuisance Notice Work shall be reimbursed by Buyer to Seller at Close of Escrow. Other than its termination right under Section 3.5, Buyer shall not have any right to terminate this Agreement or be entitled to any other right or remedy in respect of the Nuisance Notice and Related Matters.

**3.7 Conditions to Closing.** The obligations of Seller and Buyer to consummate the transactions provided for herein are subject to and contingent upon the satisfaction of the following conditions or the waiver of same in writing by the party intended to be benefited thereby:

**3.7.1 Representations and Warranties.** All representations and warranties of Buyer or Seller, as appropriate, contained in this Agreement shall be true and correct as of the date made and as of the Close of Escrow with the same effect as though such representations and warranties were made at and as of the Close of Escrow.

**3.7.2 Covenants.** The other party shall have performed and satisfied all agreements and covenants required hereby to be performed by such party prior to or at the Close of Escrow.

**3.7.3 Seller's Closing on Village Square Property.** The sale contemplated by this Agreement is expressly conditioned upon Buyer simultaneously closing on the Other Property (Other Property, and together with the Property, the "**Properties**") pursuant to the Other Property Purchase Agreement between Buyer and the Other Seller. Any termination of this Agreement under Sections 3, 5 and 8.2 shall automatically result in a termination of the Other Property Purchase Agreement under the provisions of the applicable Section thereof and any termination of the Other Property Purchase Agreement pursuant to Sections 3, 5, and 8.2 thereof shall automatically result in a termination of this Agreement, with, in either such case, the Deposit hereunder (and the "Deposit" thereunder) being remitted in accordance with provisions of the applicable Section hereunder and thereunder. Failure of closing to occur simultaneously on the Other Property with closing of the Property as a result of a default by Buyer under the Other Property Purchase Agreement shall be deemed to be a default hereunder and under the Other Property Purchase Agreement, unless otherwise agreed to in writing by Seller. Failure of closing to occur simultaneously on the Other Property with closing of the Property as a result of a default by Seller under the Other Property Purchase Agreement shall be deemed to be a default hereunder and under the Other Property Purchase Agreement, unless otherwise agreed to in writing by Buyer.

**3.7.4 Lender Approval.** As a condition precedent to Seller's (but not Buyer's) obligations hereunder, Lender Approval has been obtained and, upon Closing, Lender will have unconditionally released Seller and the Key Principal from their respective obligations under the Loan and the Loan Documents, without added cost or liability to either Seller or any of the Key Principal, and if any of the forgoing are not satisfied as of the Closing Seller (at its option) shall have the remedies provided for in Section 8.1.

**3.8 Title and Title Insurance.**

**3.8.1 Deed.** Seller shall convey title to the Real Property to Buyer by a deed substantially in the form of Exhibit "B" attached hereto ("**Deed**").

**3.8.2 General Assignment.** Seller shall assign to Buyer, without recourse, representation or warranty, of any kind, Seller's right, title and interest, if any, in (a)

the Contracts and Agreements, and (b) the Tenant Leases, pursuant to an assignment substantially in the form of **Exhibit "C"** attached hereto ("**General Assignment**").

**3.8.3 Bill of Sale.** Seller shall quitclaim, without recourse, representation or warranty, of any kind, all of Seller's right, title and interest, if any, to the Personal Property pursuant to a bill of sale substantially in the form of **Exhibit "D"** attached hereto ("**Bill of Sale**").

**3.8.4 Buyer's Title Policy.** The Title Company shall issue to Buyer as soon as practicable after the Close of Escrow an Owner's Policy of Title Insurance issued by Title Company pursuant to the Title Commitment, in the amount of the Purchase Price and subject to the Permitted Encumbrances ("**Buyer's Title Policy**"). Seller will pay the basic charge for Buyer's Title Policy and the costs of all endorsements required to cause the Title Company to insure over matters Seller has agreed to remove, cure or cause to be insured over pursuant to Section 3.3.2, but Buyer will pay any additional premiums for the "survey/area and boundary deletion," if requested by Buyer, charges for any other endorsements or coverages required by Buyer or Buyer's lender, and the incremental premium costs for any mortgagee's title policy.

**3.8.5 ALTA Policy.** Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Policy**") as long as the issuance of the ALTA Policy does not delay or extend the Closing Date. Buyer shall pay for the increased cost of such ALTA Policy, the cost of any survey that Title Company requires for issuance of an ALTA Policy and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage provided in Buyer's Title Policy.

**3.8.6 Affidavit as to Debts and Liens.** Seller shall deliver an Affidavit as to Debts and Liens in a form customarily acceptable to the Title Company that there are no unpaid bills for services incurred by Seller at the Property and, except for which will be collected by the Title Company at the Close of Escrow, there are no liens of any kind on the Property securing monetary obligations of Seller; provided that such affidavit shall not contain terms (i) imposing additional liability on Seller or (ii) in any way expanding the liabilities of Seller under this Agreement.

### **3.9 Closing Costs and Charges.**

**3.9.1 Seller's Costs.** Seller shall pay (a) one-half (1/2) of Escrow Holder's escrow fees; (b) costs associated with Buyer's Title Policy and designated as Seller's responsibility pursuant to Section 3.8.4; (c) one-half (1/2) of all transfer taxes, and (d) all expenses and charges incurred in connection with the discharge of delinquent taxes, if any.

**3.9.2 Buyer's Costs.** Buyer shall pay (a) one-half (1/2) of the Escrow Holder's escrow fee; (b) costs associated with Buyer's Title Policy and designated as Buyer's responsibility pursuant to Section 3.8.4, if any; (c) the costs of any Survey ordered by Buyer; and (d) one-half (1/2) of all transfer taxes; (e) all documentary, other taxes, and/or recording fees payable in connection with the transfer of the Property; and (f) all costs in connection with the ,

and the Lender Approval, including any assumption fees, costs of any third party reports, title premiums related to any loan policies of title insurance, and all of the Lender's costs and expenses.

**3.9.3 Other Costs.** All other closing costs, if any, shall be apportioned in the customary manner for real property transactions in the county where the Real Property is located.

**3.10 Deposit of Documents by Seller.** No later than 10:00 a.m. Pacific Time on the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

**3.10.1** The Deed;

**3.10.2** The Certification of Non-Foreign Status in the form of **Exhibit "E"** attached hereto;

**3.10.3** Two original counterparts of the General Assignment;

**3.10.4** Two original counterparts of the Bill of Sale;

**3.10.5** Two original counterparts of the Tenant Notice Letter in the form attached hereto as **Exhibit "F"**;

**3.10.6** A State of Nevada Transfer Tax Declaration

**3.10.7** A duly executed counterpart of the Loan Assumption to the extent required by Lender;

**3.10.8** An electronically executed settlement statement prepared by the Escrow Holder, which shall reflect the closing costs payable by Seller as set forth in Section 3.9.1 and otherwise show the net amount due to Seller (the "**Seller's Settlement Statement**"); and

**3.10.9** Other documents that may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement; provided that such documents shall not contain terms (i) imposing additional liability on Seller or (ii) in any way expanding the liabilities of Seller under this Agreement.

**3.11 Deposit of Documents and Funds by Buyer.** No later than 12:00 p.m. noon Pacific Time on the Closing Date, Buyer shall deposit the following items into Escrow each of which shall be duly executed and acknowledged by Buyer where appropriate:

**3.11.1** The Cash Balance;

**3.11.2** Two original counterparts of the General Assignment;

**3.11.3** Two original counterparts of the Bill of Sale;

**3.11.4** Duly executed counterparts of the Loan Assumption (in sufficient number to satisfy the requirements of the Lender) and any other documents required by the Lender in connection with the Loan Assumption, duly executed by the Buyer and, if applicable, the Lender;

**3.11.5** Fully executed loan guaranties/indemnities as Lender may require to cause the unconditional release of Seller and the Key Principal from their respective obligations under the Loan and the Loan Documents, without added cost or liability to either Seller or the Key Principal;

**3.11.6** Two original counterparts of the Tenant Notice Letter;

**3.11.7** A State of Nevada Transfer Tax Declaration;

**3.11.8** Such assignments and assumptions as may be required to fully give effect to the provisions of Sections 3.6.4 and 3.6.5;

**3.11.9** An electronically executed settlement statement prepared by the Escrow Holder, which shall reflect the closing costs payable by Buyer as set forth in Section 3.9.2 and otherwise show the net amount due from Buyer (the "**Buyer's Settlement Statement**") and, together the Seller's Settlement Statement, the "**Settlement Statements**"; and

**3.11.9** All other funds and documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

**3.12 Delivery of Documents and Funds at Closing.** Provided that all conditions to closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived or deemed waived by the party intended to be benefited thereby, Escrow Holder shall conduct the Closing by recording or distributing the following documents and funds in the following manner on the Closing Date:

**3.12.1 Recorded Documents.** Record the Deed and the Loan Assumption in the office where deeds are recorded for the County in which the Real Property is located;

**3.12.2 Buyer's Documents.** Deliver to Buyer (i) the original Buyer's Title Policy, (ii) a fully-executed original of the General Assignment, (iii) a fully-executed original of the Bill of Sale, (iv) a fully-executed original of the Tenant Notice Letter, (v) a fully-executed copy of the Buyer's Settlement Statement, and (vi) a copy of the Deed (bearing the recording information if available);

**3.12.3 Seller's Documents.** Deliver to Seller (i) a fully-executed original of the General Assignment, (ii) a fully-executed original of the Bill of Sale, (iii) a fully-executed original of the Tenant Notice Letter, (iv) a fully-executed copy of the Seller's



Settlement Statement, (v) a copy of the Buyer Organizational Documents (as defined below) and (vi) a copy of the Deed (bearing the recording information if available); and

**3.12.4 Purchase Price.** Deliver to Seller in immediately available funds the Purchase Price and such other funds, if any, as may be due to Seller by reason of credits under this Agreement, less all items chargeable to Seller under this Agreement, and disburse any other funds in accordance with the Seller's Settlement Statement.

**3.13 Prorations and Adjustments.**

**3.13.1 Taxes.** The parties shall prorate real property and personal property taxes and assessments on the Property as of the Close of Escrow for the current fiscal year, with Buyer owning the Property on the Closing Date for such prorations, based on the most current official real property tax information available from the tax assessor's office where the Property is located or other assessing authorities. If real property tax and assessment figures for the current fiscal year are not available, real property taxes shall be prorated based on the real property taxes for the previous fiscal year, and the proration of such real property taxes made at the Close of Escrow shall be final as between the parties, except as provided below. Seller shall pay any real property taxes attributable to the period of Seller's ownership of the Property as an adjustment to the Purchase Price. In the event real property taxes or assessments for the fiscal year in which the Close of Escrow occurs or for prior years are reduced or refunded as a result of any contest of such taxes (a "**Refund**"), the parties agree to adjust such proration after the Close of Escrow to achieve the requirements of this Section. Any Refund shall be applied (a) first, to Seller, to reimburse Seller to the extent Seller incurred to third parties out-of-pocket expenses incurred in connection with the contest and/or appeal of any such taxes, (b) second, to Seller to the extent such Refund is attributable to any tax period prior to the closing and (c) third, to Buyer to the extent such Refund is attributable to any tax period following the closing, and in all cases prorated on a per diem basis. If Seller and/or Buyer receives any Refund, then each shall retain or pay such amounts (or portions thereof) in order that such payments are applied in the manner set forth in this Section 3.13.1. The rights and obligations contained in this Section shall survive the Closing and shall not be merged with the Deed.

**3.13.2 Rents.**

(a) Escrow Holder shall prorate as of the Closing Date, with the Buyer owning the Property on the Closing Date for such prorations, rental income as collected (other than rental income that is delinquent as of the Closing Date for having been due prior to the month in which the Closing Date occurs, such rental income being hereinafter referred to as "**Delinquent Rent**") and all other amounts paid by tenants under the Leases for the month in which the Closing Date occurs. Only rental income and such other amounts for the month in which the Closing Date occurs that has actually been collected by Seller as of the Closing Date shall be prorated.

(b) Delinquent Rent shall not be prorated; provided, that any payment of Delinquent Rent after the Close of Escrow shall be the property of Seller, and Buyer shall pay any Delinquent Rent which Buyer receives after the Close of Escrow to Seller within ten (10) days after receipt thereof. In determining whether all or any portion of any rental

payment received by Buyer after the Close of Escrow represents Delinquent Rent, such rental payment shall be applied in the following order of priority: (i) first in respect of the rental obligation for the month in which the rent is paid; (ii) then, to any rental obligation for the month or months preceding the month in which the rent is paid in reverse chronological order, ending at the first month after the closing month; (iii) then, to the month in which the Close of Escrow occurred (subject to the prorations, if any, under this Agreement); and (iv) then to Delinquent Rent.

(c) Escrow Holder shall also provide a closing adjustment credit in favor of Buyer on the Closing Date for pre-paid rents (i.e. any rent prepaid by any tenants that will reduce or eliminate Rents for any period of time following the month in which Close of Escrow occurs).

In the event that there shall be any rents or other charges under any Tenant Leases which, although relating to a period prior to the Close of Escrow, do not become due and payable until after the Close of Escrow, such as RUBS, then any rents or charges of such type scheduled to be received by Buyer or its agents or Seller or its agents subsequent to the Close of Escrow shall, to the extent applicable to a period extending through the Close of Escrow, be prorated between Seller and Buyer as of the Close of Escrow and Seller's portion thereof shall be effectuated by a credit to Seller in the closing adjustments and shall be reflected on the Settlement Statements.

In the event that after Close of Escrow, Seller receives rental income from anyone, including any Section 8 rental income from a housing authority, for any period of time after the month in which Close of Escrow occurs, then Seller shall promptly deliver such rental income received to Buyer.

**3.13.3 Security Deposits; Landlord Responsibilities.** Effective on, as of and at the date of Closing, all obligations and performances of Seller with respect to the Property shall cease and terminate, and Buyer shall assume and undertake all of the terms, covenants and conditions of Seller as landlord under each lease or occupancy agreement, whether written or oral, for the Property, and all other obligations, performances and liabilities arising out of or in connection with the ownership or use of the Property. Such assumption of obligations, performances and liabilities by Buyer shall include, without limitation, all landlord obligations under the Tenant Leases, the payment of and accounting for any Security Deposits and interest earned thereon in accordance with the terms of the Tenant Leases, and any inducement or incentive obligations under any Tenant Lease. Attached as **Exhibit "G"** is a list of any refundable Security Deposits held by Seller as of the Effective Date, which list shall be updated on or before the Close of Escrow for all refundable Security Deposits held by Seller as of that date. This assumption and undertaking by Buyer shall survive Closing and the delivery, acceptance and recordation of the Deed and shall not be merged therein. In connection with the Close of Escrow, Buyer will cause the delivery of the Tenant Notice Letter in the form of **Exhibit "F"** attached hereto. Seller, at its option, may observe or participate in the delivery of such letters. Transfer of the refundable Security Deposits held by Seller to Buyer as of the Close of Escrow shall be effectuated by a credit to Buyer in the closing adjustments and shall be reflected on the Settlement Statements.

**3.13.4 Utilities and Other Expenses.** All expenses pertaining to the operation of the Property, including, without limitation, for utilities serving the Property and the Contracts and Agreements, will be prorated on an accrual basis, with Buyer owning the Property on the Closing Date for such prorations, and paid as a credit or debit adjustment to the Purchase Price. Seller shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "**Utility Companies**") of the sale of the Property to Buyer and shall request that all Utility Companies send Seller a final bill for the period ending on the last day prior to the Closing Date. Buyer shall notify all Utility Companies servicing the Property that as of the Closing Date, Buyer shall own the Property and that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If any of the Utility Companies sends Seller or Buyer a bill for a period in which the Close of Escrow occurs after such date, Buyer and Seller shall prorate such bills outside the Escrow, each paying the portion they so owe. In connection with such proration, it shall be presumed that utility charges and other expenses were uniformly incurred during the billing period. This undertaking by Buyer and Seller to prorate for utility bills outside of the Escrow shall survive the Close of Escrow and the delivery, acceptance and recordation of the Deed and shall not be merged therein.

**3.13.5 Interest and Loan Reserves.** Interest under the Loan shall be prorated as of the Proration Time and, in addition, Buyer shall pay Seller the amounts required to be paid to Seller under Section 2.2.3(c).

**3.13.6 April 15 Fire.** Buyer and Seller shall receive credits/reimbursements, as applicable, as provided under Section 3.6.4.

**3.13.7 May 9 Fire.** Buyer and Seller shall receive credits/reimbursements, as applicable, as provided under Section 3.6.5.

**3.13.8 Nuisance Notice and Related Matters.** Seller shall be entitled to reimbursement by Buyer for the costs incurred by Seller in respect of the Nuisance Notice Work.

**3.13.9 Prorations.** All prorations shall be made as of 12:01 a.m. (local time for the place in which the Property is located) on the Close of Escrow on the basis of the actual days of the month in which the Close of Escrow occurs.

**3.14 Delivery and Possession.** Subject to the Permitted Encumbrances and the other matters described herein, Seller shall deliver possession of the Property to Buyer at the Close of Escrow.

**3.15 Property Transactions Cutoff & Transition Requirements.**

(a) Seller shall cutoff its books of Property tenant related transactions (the "**Property transactions**") as of the end of business two (2) business days prior to the Closing Date, with such cutoff books reflecting Property transactions that have occurred through that day and time, with Seller providing Buyer those cutoff books digitally via email or dropbox by no later than Noon on the day that is one (1) business day prior to the Closing Date by files and reports having these three formats: (i) in the file format of the property management



software that Seller uses to maintain the Property transactions, (ii) in PDF format; and (iii) in Excel format. The files and reports shall include all of the following, if maintained by:

- (1) Residential Unit Types;
- (2) Residential Unit Type Details;
- (3) Residential Tenants;
- (4) Residential Roommates;
- (5) Residential Lease Charges;
- (6) Residential Property Amenities;
- (7) Residential Unit Amenities;
- (8) Residential Rentable Item Types;
- (9) Residential Rentable Items;
- (10) a Rent Roll with Lease Charges report;
- (11) a Security Deposit Activity report;
- (12) a Financial Aged Receivables - Tenant by Charge Code report;
- (13) a Resident Directory report;
- (14) a Roommate Directory report;
- (15) a Unit Directory report;
- (16) a Rentable Items Directory report; and
- (17) an Amenities Listing report.

(b) The Property transactions that occur following the Seller's book cutoff through Closing (the "gap period"), if any, shall be known as the "gap transactions". Seller shall report the gap transactions to Buyer via Email by no later than one (1) business day after the Closing Date.

(c) Seller's property management and accounting representatives shall have a telephone conference call with Buyer's property management and accounting representatives to discuss email addresses and other communication confirmations, and the transition of the Property from Seller and its property management to Buyer and its property management, at a mutually agreed upon date and time, during the period from between five (5) to ten (10) calendar days prior to the Closing Date.

4. **Commissions.** Seller represents to Buyer that there are no commissions, finder's fees or brokerage fees arising out of Seller's conduct relative to the transactions contemplated by this Agreement other than (a) a brokerage fee payable by Seller to CBRE, Inc. pursuant to a separate agreement with CBRE, Inc. (Spencer Ballif, agent). Seller shall indemnify, defend and hold Buyer harmless from and against any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Seller's conduct or the inaccuracy of the foregoing representation and/or warranty of Seller. Buyer represents and warrants to Seller that there are no commissions, finder's fees or brokerage fees arising out of or related to Buyer's conduct relative to the transactions contemplated by this Agreement, other than Northcap Multifamily (Devin Lee, agent). Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Buyer's conduct or the inaccuracy of

the foregoing representation and/or warranty of Buyer, including any claim of Buyer to any claim by Northcap Multifamily (Devin Lee, agent) that a commission or other fee is owed as a result of the transaction contemplated herein. The indemnifications provided in this Section shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Close of Escrow.

**5. Damage or Destruction; Condemnation.**

**5.1 Materiality.** For purposes of this Agreement, (a) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if the estimated value of the portion of the Property taken exceeds twenty percent (20%) of the Purchase Price, and (b) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property following Buyer's inspection of the Property and prior to the Close of Escrow having an estimated cost of repair which equals or exceeds twenty percent (20%) of the Purchase Price.

**5.2 Definitions.** The phrase "**estimated value**" shall mean an estimate obtained from a M.A.I. appraiser, who has at least five (5) years' experience evaluating property located in the County where the Real Property is located, similar in nature and function to that of the Property, selected by Seller and approved by Buyer, and the phrase "**estimated cost of repair**" shall mean an estimate obtained from an independent contractor selected by Seller and approved by Buyer. Buyer shall not unreasonably withhold, condition or delay Buyer's approval under this Section.

**5.3 Material Loss or Taking.** If all or a material part of the Property is damaged or destroyed without fault of Buyer or all or a material part of the Property is taken by eminent domain after the Effective Date and prior to the Closing, then Seller and Buyer shall each have the right to terminate this Agreement. The terminating party shall give written notice of its election to terminate this Agreement within five (5) business days after it first learns of any damage to or condemnation of all or a material part of the Property which entitles such party to terminate this Agreement. If Seller or Buyer elects to terminate this Agreement pursuant to the terms in this Section, the Deposit shall be returned to Buyer. Thereafter, neither party shall have any further rights or obligations hereunder, except obligations which expressly survive termination of this Agreement. If neither party gives such notice, then this Agreement shall remain in full force and effect and there shall be no reduction in the Purchase Price, but Seller shall, at Close of Escrow, collect, and when collected pay to Buyer, (a) in the event of destruction, any insurance proceeds payable with respect to such damage (less sums expended by Seller toward the collection of such proceeds), excluding, however, any business interruption insurance proceeds that are applicable to the period prior to the Close of Escrow and any proceeds attributable to restoration or repair of the Property, except that Seller may pay to Buyer the portion of such proceeds attributable to amounts still due to the parties performing such work if Buyer has assumed all obligations for payment of such amounts; or (b) in the event of condemnation, the entire award payable with respect to such condemnation proceeding (less any sums expended by Seller toward the collection of such award or to restoration or repair of the Property), whichever is applicable.

**5.4 Immaterial Loss or Taking.** If less than a material part of the Property is destroyed or less than a material part of the Property is taken by eminent domain after the Effective Date and prior to Closing, neither Seller nor Buyer shall have the right to terminate this Agreement and, as such, this Agreement shall remain in full force and effect and there shall be no reduction in the Purchase Price, but Seller shall, at Close of Escrow, collect, and when collected pay to Buyer, (a) in the event of destruction, any insurance proceeds payable with respect to such damage (less sums expended by Seller toward the collection of such proceeds), excluding, however, any business interruption insurance proceeds that are applicable to the period prior to the Close of Escrow and any proceeds attributable to restoration or repair of the Property, except that Seller may pay to Buyer the portion of such proceeds attributable to amounts still due to the parties performing such work if Buyer has assumed all obligations for payment of such amounts; or (b) in the event of condemnation, the entire award payable with respect to such condemnation proceeding (less any sums expended by Seller toward the collection of such award or to restoration or repair of the Property), whichever is applicable.

**6. Seller's Representations and Warranties.** It is expressly understood and agreed that all liability of Seller for breach of the representations and warranties contained in this Section shall terminate if no written claim of breach, specifying the representation or warranty allegedly breached and the supporting evidence for the alleged breach, shall be delivered to Seller on or prior to the date which is six (6) months following the Closing Date. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

**6.1** Seller is a Delaware limited liability company, qualified to do business in the State of Nevada;

**6.2** Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement and each individual executing this Agreement on behalf of Seller is duly authorized to do so;

**6.3** This Agreement and all agreements, instruments and documents herein provided to be executed by Seller when executed and delivered to Buyer, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms;

**6.4** That at no time on or before the Closing Date, shall any of the following have occurred with respect to Seller: (i) the commencement of a case under Title 11 of the United States Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (ii) the appointment of a trustee or receiver of any property interest; (iii) an assignment for the benefit of creditors; (iv) an attachment, execution or other judicial seizure of a substantial property interest; (v) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (vi) a dissolution or liquidation, death or incapacity; and

**6.5** The sale of the Property to Buyer is not in furtherance of a fraudulent conveyance or a fraudulent transfer to avoid Seller's creditors.

6.6 As of the Effective Date, (a) the principal balance of the Loan was \$29,000,000.00; and (b) the principal balance of the Other Property Loan was \$9,366,000.00. True and complete copies of the Loan Documents and the Other Property Loan Documents have or will be delivered to Buyer by Seller as required by Section 3.3.4.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

7.1 (i) Buyer is duly organized, validly existing, and in good standing under the laws of the state of its formation and, prior to the Closing Date, the state where the Property is located, and (ii) all consents, authorizations and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transactions contemplated hereby have been obtained and, upon request of Escrow Holder or Seller's counsel, Buyer will provide Escrow Holder with copies of all of Buyer's entity formation and authority documentation, including, but not limited to, operating agreements, partnership agreements, certificates of good standing and certificates of formation (collectively, the "**Buyer Organizational Documents**");

7.2 The person(s) executing the Agreement on behalf of Buyer has the full power and authority to execute, deliver and perform Buyer's obligations under this Agreement;

7.3 This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer, when executed and delivered to Seller, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms;

7.4 That at no time on or before the Closing Date, shall any of the following have occurred with respect to Buyer, and if Buyer is a partnership, to any general partners of Buyer: (i) the commencement of a case under Title 11 of the United States Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (ii) the appointment of a trustee or receiver of any property interest; (iii) an assignment for the benefit of creditors; (iv) an attachment, execution or other judicial seizure of a substantial property interest; (v) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (vi) a dissolution or liquidation, death or incapacity; and

7.5 Buyer is not an Ineligible Purchaser. "**Ineligible Purchaser**" means any Person who is, or whose Affiliate is, (i) an Embargoed Person or a person on the Federal Housing Finance Agency's Suspended Counterparty Program list (available on FHFA's website [www.fhfa.gov](http://www.fhfa.gov)) or any substantially equivalent future list, (ii) a Person who has been convicted of a felony involving moral turpitude in any state or federal court, (iii) a Person who is then the subject of any investigation by any governmental authority or any class action litigation in which it is alleged that it or any of its Affiliates has engaged in "predatory" or other improper lending or servicing or other unethical or improper business conduct, (iv) the Agent or an Affiliate of the Agent, (v) a Person who at any time has owned an interest in the Property, which interest was foreclosed upon or voluntarily surrendered to the party holding a lien on the Property or such interest, (vi) a Person who will finance all or any portion of the purchase price of the Property with funds (either debt or equity) directly or indirectly supplied by Fannie Mae, it being

understood that the proceeds of loans originated by lenders intending to sell such loans to Fannie Mae shall be deemed to be funds indirectly supplied by Fannie Mae, or (vii) a Person who will not continue to operate the Property as a multifamily residential property, including ancillary uses consistent with multifamily residential properties.

Buyer covenants and agrees to use commercially reasonable efforts to ensure that neither Buyer, nor any of its respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in Buyer will be an Embargoed Person. On request by Seller from time to time, Buyer further covenants and agrees promptly to deliver to Seller any such certification, ownership affidavit or other evidence as may be requested by Seller in its sole and absolute discretion, confirming that, to Buyer's knowledge, no violation of this Section shall have occurred.

Federal law requires Seller to ensure that it does not transact business with Embargoed Persons. In the event Seller receives information indicating Buyer may be an Embargoed Person, Seller reserves the right to delay the Close of Escrow pending conclusion of Seller's investigation into the matter. If Seller is advised and/or determines that Buyer is an Ineligible Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with applicable laws. The provisions of this Section will survive closing and/or termination of this Agreement.

As used herein, "Embargoed Person" means any Person or government subject to trade restrictions under applicable laws, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in any such Person or government (whether directly or indirectly) is prohibited by applicable laws or the making of any loan to any such Person or government is in violation of applicable laws.

As used herein, "Affiliate" shall mean any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Buyer, as the case may be. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. As used herein, "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise.

## **8. Default.**

**8.1 LIQUIDATED DAMAGES - DEPOSIT.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER DEFAULTS HEREUNDER, INCLUDING BUT NOT LIMITED TO THE FAILURE OF BUYER TO CLOSE SIMULTANEOUSLY UNDER THE OTHER PROPERTY PURCHASE AGREEMENT AS A RESULT OF A DEFAULT BY BUYER THEREUNDER, OR IF NEITHER PARTY HAS TERMINATED THIS AGREEMENT PURSUANT TO AN EXPRESS RIGHT TO DO SO GRANTED HEREIN AND THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S



DEFAULT UNDER THIS AGREEMENT OR SELLER'S INABILITY TO COMPLY WITH THE TERMS HEREOF, THEN SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY (EXCEPT AS EXPRESSLY PROVIDED BELOW), MAY TERMINATE THIS AGREEMENT AND THE SELLER UNDER THE OTHER PROPERTY PURCHASE AGREEMENT (IN ITS DISCRETION) MAY TERMINATE THAT AGREEMENT AND SELLER AND THE OTHER SELLER SHALL RECEIVE (OR RETAIN, AS THE CASE MAY BE) THE DEPOSIT HEREUNDER AND THEREUNDER (ON BOTH PROPERTIES) FROM ESCROW HOLDER AS SELLER'S AND THE OTHER SELLER'S LIQUIDATED DAMAGES, AS APPLICABLE. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AND THE OTHER SELLER AS A RESULT OF BUYER'S DEFAULT OR FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTIES PURSUANT TO THIS AGREEMENT AND THE OTHER PROPERTY PURCHASE AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION AND THE OTHER PROPERTY PURCHASE AGREEMENT REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER AND THE OTHER SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT OR THE OTHER PROPERTY PURCHASE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. NOTWITHSTANDING THE FOREGOING, IF SUCH LIQUIDATED DAMAGES CLAUSE IS FOR ANY REASON HELD TO BE UNENFORCEABLE, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER ITS ACTUAL DAMAGES AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW OR IN EQUITY.

SELLER HAS GIVEN BUYER MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS SECTION 8.1. THE TERMS AND PROVISIONS OF THIS SECTION 8.1 SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. SELLER AND BUYER HAVE EACH INITIALED THIS SECTION 8.1 TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

  
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SELLER'S INITIALS

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BUYER'S INITIALS

**8.2 Buyer's Remedies.** In the event Seller fails to perform any of its material obligations required to be performed by Seller pursuant to this Agreement on or before the date specified herein, then Buyer shall execute and deliver to Seller written notice of such breach within ten (10) days of when such breach was known to or should have been known to Buyer. Such notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedies, at law or equity,

DEFAULT UNDER THIS AGREEMENT OR SELLER'S INABILITY TO COMPLY WITH THE TERMS HEREOF, THEN SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY (EXCEPT AS EXPRESSLY PROVIDED BELOW), MAY TERMINATE THIS AGREEMENT AND THE SELLER UNDER THE OTHER PROPERTY PURCHASE AGREEMENT (IN ITS DISCRETION) MAY TERMINATE THAT AGREEMENT AND SELLER AND THE OTHER SELLER SHALL RECEIVE (OR RETAIN, AS THE CASE MAY BE) THE DEPOSIT HEREUNDER AND THEREUNDER (ON BOTH PROPERTIES) FROM ESCROW HOLDER AS SELLER'S AND THE OTHER SELLER'S LIQUIDATED DAMAGES, AS APPLICABLE. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AND THE OTHER SELLER AS A RESULT OF BUYER'S DEFAULT OR FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTIES PURSUANT TO THIS AGREEMENT AND THE OTHER PROPERTY PURCHASE AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION AND THE OTHER PROPERTY PURCHASE AGREEMENT REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER AND THE OTHER SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT OR THE OTHER PROPERTY PURCHASE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. NOTWITHSTANDING THE FOREGOING, IF SUCH LIQUIDATED DAMAGES CLAUSE IS FOR ANY REASON HELD TO BE UNENFORCEABLE, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER ITS ACTUAL DAMAGES AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW OR IN EQUITY.

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SELLER'S INITIALS

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BUYER'S INITIALS

**8.2 Buyer's Remedies.** In the event Seller fails to perform any of its material obligations required to be performed by Seller pursuant to this Agreement on or before the date specified herein, then Buyer shall execute and deliver to Seller written notice of such breach within ten (10) days of when such breach was known to or should have been known to Buyer. Such notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedies, at law or equity,

shall be to either (a) cancel Escrow and the escrow in respect of the Other Property Purchase Agreement by written notice to Seller and Escrow Holder, in which event (i) the Deposit and the deposit under the Other Property Purchase Agreement shall be refunded to Buyer, and (ii) Buyer shall be entitled to recover from Seller Buyer's out-of-pocket expenses actually paid by Buyer to third parties in relation to this Agreement or the Property (but specifically excluding any internal or overhead costs or expenses of Buyer), up to a maximum of Fifty Thousand and no/100 U.S. Dollars (\$50,000.00) if Buyer provides to Seller copies of the invoices or other written evidence satisfactory to Seller supporting such expenses; or (b) seek the specific performance by Seller of Seller's obligations under this Agreement. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer expressly waives its rights to seek any damages in such event, other than as expressly provided in clause (a)(ii) of the preceding sentence. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit and any amounts required to be paid under clause (a)(ii) of the preceding sentence, if Buyer fails to file suit for specific performance against Seller on or before sixty (60) days following the date upon which Closing was to have occurred. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ABOVE IN THIS SECTION 8.2, UNDER NO CIRCUMSTANCES MAY BUYER SEEK OR BE ENTITLED TO RECOVER ANY DAMAGES OF ANY OTHER KIND OR GREATER AMOUNT, INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, COMPENSATORY, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE, INCIDENTAL OR INDIRECT DAMAGES WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, ALL OF WHICH BUYER SPECIFICALLY WAIVES.

**8.3 No Lis Pendens.** As material consideration to Seller's entering into this Agreement with Buyer, Buyer expressly waives the (a) remedy of injunctive relief on account of Seller's default under this Agreement, and (b) any right at common law or otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all of any portion of this Property, except should Buyer pursue its specific performance remedy as provided under Section 8.2 herein.

**8.4 No Contesting Liquidated Damages.** As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

**8.5 Post-Closing Remedies.** If after the Closing or termination of this Agreement Buyer or Seller fails to perform its respective obligations which expressly survive the Closing or termination of this Agreement, then the aggrieved Seller or Buyer may exercise any remedies available to it at law or in equity, in any order it deems appropriate in its sole and absolute discretion, including actual damages. In such event of a Buyer failure to perform an obligation that expressly survives the Closing or termination of this Agreement, the liquidated damages provisions contained in Section 8.1 shall not limit Seller's damages. However, in no event shall Buyer or Seller be liable for consequential, incidental, special or punitive damages whether in contract, tort or under any other legal or equitable principal.



9. **Condition of Property.** Buyer represents and warrants that, as specified in Section 3.3.1 hereof, Buyer has, or shall have inspected and conducted tests and studies of the Property, and that Buyer is familiar, in all respects, with the condition of the Property. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, lead-based paint, hazardous materials and similar occurrences that may alter its condition or affect its suitability for any proposed use. Seller shall have no responsibility or liability with respect to any such occurrence. In addition Buyer acknowledges and agrees that it is taking the Property subject to the Loan, the Loan Documents, the Other Loan Documents and all matters in connection therewith and that Buyer is further taking the Property subject to the Nuisance Notice and Related Matters and all matters or circumstances related thereto and that Seller has further disclosed to Buyer, among other things and without limitation that the pool near the gym of the Property has a material crack and that the pool likely needs to be replaced. Buyer has further disclosed to Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property. Notwithstanding anything to the contrary contained in this Agreement, the suitability or lack of suitability of the Property for any proposed or intended use, or availability or lack of availability of (a) permits or approvals of governmental or regulatory authorities, or (b) easements, licenses or other rights with respect to any such proposed or intended use of the Property shall not affect the rights or obligations of Buyer hereunder.

10. **Property "AS IS".**

10.1 **Seller's Acquisition.** Buyer acknowledges that Seller's predecessor in title in 2014 acquired the Property pursuant to foreclosure proceedings or proceedings in lieu of foreclosure and that Seller did not develop or construct the Property.

10.2 **No Side Agreements or Representations.** No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller.

10.3 **AS IS CONDITION.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN SECTION 6, SELLER (NOR ANY OF SELLER'S DISCLOSED OR UNDISCLOSED OFFICERS, DIRECTORS, EMPLOYEES, TRUSTEES, SHAREHOLDERS, PARTNERS, MEMBERS, PRINCIPALS, PARENTS, SUBSIDIARIES OR OTHER AFFILIATES OF SELLER NOR ANY OF THEIR AGENTS OR REPRESENTATIVES) HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED

FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY AND ENVIRONMENTAL CONDITION; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE ITEMS OR TITLE COMMITMENT; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORE; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XVII) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; FLOOD ZONE OR OTHER NATURAL HAZARD; (XVIII) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (XIX) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XX) WITH RESPECT TO ANY OTHER MATTER.

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**10.4 BUYER'S WAIVER AND RELEASE.** AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY,

EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 10.3 ABOVE (COLLECTIVELY, THE "PROPERTY CONDITION"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER ENVIRONMENTAL, HEALTH OR SAFETY LAWS. EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND SELLER ENTITIES (AS SUCH TERM IS HEREINAFTER DEFINED) AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 10, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS WHICH PROVIDE THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MAY HAVE MATERIALLY AFFECTED HIS DECISION WHETHER OR NOT TO PURCHASE THE PROPERTY.

TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE