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a California non-profit corporation, the Debtor and Debtor in Possession

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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**
11

12 In re
13 **LAGUNA VILLAGE OWNERS'**
14 **ASSOCIATION, INC., a**
15 **California non-profit corporation,**
16 Debtor.

Case No. 8:10-bk-24033 RK
Chapter 11
DEBTOR'S DISCLOSURE STATEMENT
DESCRIBING DEBTOR'S CHAPTER 11
REORGANIZATION PLAN

Plan Confirmation Hearing
[See Disclosure Statement for Voting and
Objection Procedures]
Date: August 24, 2011
Time: 11:00 A.M.
Place: Courtroom 5D
Ronald Reagan Federal Building
and United States Courthouse
411 West Fourth Street
Santa Ana, CA 92701

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I. INTRODUCTION

Laguna Village Owners’ Association, Inc., a California non-profit corporation, the Debtor¹ in this bankruptcy case, provides this Disclosure Statement to all of its Creditors and other parties in interest. The Debtor commenced its bankruptcy case by filing a voluntary Chapter 11 petition under the United States Bankruptcy Code Sections 101-1532 on October 1, 2010. The Debtor is in the possession of its property and the management of its affairs pursuant to Bankruptcy Code Sections 1107 and 1108.

The Bankruptcy Code requires that, at the time when the Plan is delivered to Creditors, the Plan be accompanied by this Disclosure Statement. The purpose of this Disclosure Statement is to provide information of a kind, and in sufficient detail, so far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor’s books and records, to enable a typical Creditor to make an informed judgment about the Plan and to enable such Creditor to determine whether it is in his best interest to vote for (accept) or against (reject) the Plan.

**THE DOCUMENT YOU ARE READING IS THE
DISCLOSURE STATEMENT FOR THE PLAN**

Chapter 11 of the Bankruptcy Code allows debtors, and under some circumstances, creditors and other parties in interest, to propose a plan of reorganization. The plan may provide for debtors to reorganize by continuing to operate, to liquidate by selling assets of the Estate, or a combination of both. The Debtor is proposing the Plan sent to you in the same envelope as this document.

This Disclosure Statement contains a description of the Plan and other information relevant to the decision whether to vote to accept the Plan. The Debtor encourages you to read this Disclosure Statement because it contains important information concerning the history of the Debtor, its assets and liabilities, and it sets forth a summary of the Plan.

¹ The definitions of the capitalized terms used in this Disclosure Statement are contained in Section II. of this Disclosure Statement.

1 This Disclosure Statement, including the schedules and exhibits attached hereto, is the
2 only document authorized by the Court to solicit votes for or against the Plan. Most statements
3 and financial information herein about the Debtor has been obtained from documents and
4 information prepared by or on behalf of the Debtor.

5 The statements contained in this Disclosure Statement are made as of the date this
6 Disclosure Statement is signed by the Debtor below unless another time is specified. The
7 delivery or filing of this Disclosure Statement does not constitute a representation that there has
8 been no change in the information set forth in this Disclosure Statement and the materials relied
9 upon in preparation of this Disclosure Statement after the date signed below.

10 Nothing contained in this Disclosure Statement shall constitute an admission of any fact
11 or liability by any party. THE DEBTOR RESERVES THE RIGHT TO AMEND OR UPDATE
12 ANY PORTION OF THIS DISCLOSURE STATEMENT PRIOR TO THE HEARING ON ITS
13 APPROVAL.

14 The Debtor's Plan is a reorganization plan. The Debtor will continue to operate as the
15 homeowners association for Laguna Village and will make payments under the Plan from cash
16 on hand on the Effective Date, from the collection of regular monthly assessments against
17 homeowners and from the collection of special assessments imposed on homeowners in
18 accordance with the provisions of the AVB Settlement Order, the Debtor's governing documents
19 and/or California Civil Code Section 1366(b).

20 The terms of the Plan are set forth in Section III of the Plan and are summarized as
21 follows:

22 1. Allowed Administrative Claims will be paid in full on the Effective Date unless
23 the holder of an Allowed Administrative Claim agrees to a different treatment.

24 2. Allowed Priority Tax Claims, if any, will be paid in full within five years of the
25 Petition Date.

26 3. The Allowed Secured Claim of AVB is separately classified in accordance with
27 the Code and will be paid pursuant to the terms of the Settlement Agreement between the Debtor
28 and AVB which was approved by the Court pursuant to the AVB Settlement Order.

1 4. Allowed General Unsecured Claims are impaired under the Plan. Depending on
2 the Creditor's election for treatment, Allowed General Unsecured Claims will be paid either (i)
3 50% of their Allowed Claim, within thirty days of the Effective Date,(ii) 75% of their Allowed
4 Claim payable over 18 months from the Effective Date or (iii) 100% of their Allowed Claim
5 payable over 36 months from the Effective Date with interest at the rate of 3%.

6 **A MORE COMPLETE DESCRIPTION OF THE PROVISIONS OF THE PLAN**
7 **AND THE MEANS OF EFFECTUATING THE PLAN ARE LOCATED AT SECTION**
8 **IV.D. BELOW.**

9 **A. Purpose of this Document**

10 This Disclosure Statement summarizes what is in the Plan and tells you certain
11 information relating to the Plan and the process the Court follows in determining whether or not
12 to confirm the Plan. This Disclosure Statement does not purport to be a complete description of
13 the Plan, the financial data pertaining to the Debtor's business and financial affairs, the
14 applicable provisions of the Bankruptcy Code, or any other matter which may be deemed
15 significant by Creditors. Out of practical necessity, this Disclosure Statement represents an
16 attempt to summarize extensive overall data, legal documents and legal principles, including
17 provisions of the Bankruptcy Code, and to set them forth in understandable, readable form.

18 **READ THIS DISCLOSURE STATEMENT CAREFULLY TO LEARN ABOUT:**

- 19 1. **WHO CAN VOTE OR OBJECT;**
- 20 2. **THE TREATMENT OF YOUR CLAIM (i.e., what your claim will receive if the**
21 **Plan is confirmed) AND HOW THIS TREATMENT COMPARES TO WHAT YOUR**
22 **CLAIM WOULD RECEIVE IN A LIQUIDATION;**
- 23 3. **THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING**
24 **THE BANKRUPTCY CASE;**
- 25 4. **WHAT THE COURT WILL LOOK AT TO DECIDE WHETHER TO**
26 **CONFIRM THE PLAN;**
- 27 5. **THE EFFECT OF CONFIRMATION; AND**
- 28 6. **WHETHER THE PLAN IS FEASIBLE.**

1 This Disclosure Statement cannot tell you everything about your rights. You should
2 consider consulting your own attorney and accountant to obtain advice on how the Plan will
3 affect you and what is the best course of action for you. Be sure to read the Plan as well as all of
4 this Disclosure Statement.

5 The Code requires a Disclosure Statement to contain “adequate information” concerning
6 the Plan. The Court has conditionally approved this document as an adequate Disclosure
7 Statement, containing enough information to enable parties affected by the Plan to make an
8 informed judgment about the Plan. Any party can now solicit votes for or against the Plan.
9 However, the statements and conclusions set forth in this document are, unless otherwise noted,
10 those of the Debtor.

11 **B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

12 **THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS**
13 **DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE**
14 **NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER CONFIRMS**
15 **THE PLAN, THEN THE PLAN WILL BE BINDING ON ALL CREDITORS IN THE**
16 **CASE.**

17 **1. Time and Place of the Confirmation Hearing**

18 August 24, 2011 at 11:00 A.M.
19 Courtroom 5D
20 Ronald Reagan Federal Building
21 and United States Courthouse
411 West Fourth Street
Santa Ana, CA 92701

22 **2. Deadline for Voting for or Against the Plan**

23 If you are entitled to vote, it is in your best interest to vote timely on the enclosed ballot
24 and return the ballot in the enclosed envelope to:

25 James C. Bastian, Jr.
26 Shulman Hodges & Bastian LLP
27 8105 Irvine Center Drive, Suite 600
28 Irvine, California 92618

1 Your ballot must be received by August 10, 2011, at 5:00 P.M. California time, or it will
2 not be counted. Since mail delays may occur, and because time is of the essence, it is important
3 that ballots be mailed well in advance of the date specified hereinabove as the deadline for
4 Shulman Hodges & Bastian LLP to receive ballots. Any ballots received after that date will not
5 be included in any calculation to determine whether the Debtor's Creditors have accepted or
6 rejected the Plan.

7 **3. Deadline for Objecting to the Confirmation of the Plan**

8 Objections to the Confirmation of the Plan must be filed with the Court and served upon
9 Shulman Hodges & Bastian LLP, to the attention of James C. Bastian, Jr., 8105 Irvine Center
10 Drive, Suite 600, Irvine, California 92618, by August 10, 2011, at 5:00 P.M. California time.

11 At the Confirmation Hearing, the Court will determine, pursuant to Section 1129 of the
12 Bankruptcy Code, whether the Plan has been accepted by the necessary Classes of Claims
13 created under the Plan, and if not, whether the Court should nevertheless confirm the Plan. If at
14 the Confirmation Hearing the Court determines that the Plan meets all of the requirements for
15 Confirmation prescribed by the Bankruptcy Code, the Court will enter a Confirmation Order.
16 Pursuant to Section 1141 of the Bankruptcy Code, the effect of the Confirmation Order will be to
17 make the provisions of the Plan binding upon the Debtor and each of its Creditors, regardless of
18 whether each Creditor voted to accept the Plan.

19 **4. Identity of Person to Contact for More Information Regarding the Plan**

20 Any interested party desiring further information about the Plan may contact James C.
21 Bastian, Jr. at Shulman Hodges & Bastian LLP, 8105 Irvine Center Drive, Suite 600, Irvine,
22 California 92618, telephone: (949) 340-3400, or email to jbastian@shbllp.com.

23 **C. Disclaimer**

24 The Court has not yet determined whether the Plan can be confirmed and makes no
25 recommendation whether Creditors should support or oppose the Plan. The financial data relied
26 upon in formulating the Plan are based on the Debtor's books and records, the Debtor's
27 Bankruptcy Schedules, and financial information filed with the Court. This information was not
28

1 audited or reviewed by an independent accountant and the Debtor is unable to represent that such
2 financial information is without any inaccuracies. The Debtor believes it has made reasonable
3 efforts under the circumstances to present financial information fairly and accurately.
4 Everything stated in the Disclosure Statement is true to the best of Debtor's knowledge.

5 The financial projections attached to this Disclosure Statement as **Exhibit 1** were
6 prepared by the Debtor with the assistance of the Debtor's financial advisors and bankruptcy
7 counsel. The financial projections are the basis for the Debtor's conclusion the Reorganized
8 Debtor will be able to make the payments under the Plan. The Debtor projects that there will be
9 sufficient funds available to make all of the payments called for under the Plan.

10 The Debtor's estimate as to the value of assets set forth in this Disclosure Statement is
11 based in part on the Debtor's opinion as to the estimated fair market value of the assets. Given
12 the nature and extent of the assets and its familiarity with the assets, the Debtor believes its
13 opinion as to value is reasonable.

14 The financial transactions contained in this Disclosure Statement represent the Debtor's
15 best estimates and projections of future events based on certain assumptions. With the passage
16 of time, some or all of these estimates and projections may not occur. None of the financial
17 analyses contained in this Disclosure Statement, upon which this Disclosure Statement is based,
18 is considered to be a "forecast" or "projection" as technically defined by the American Institute
19 of Certified Public Accountants. The use of the words "forecast," "project," or "projection"
20 within this Disclosure Statement relate to the Debtor's broad expectations of future events or
21 market conditions and qualifications of the potential results of operations under those conditions.

22 The discussion in the Disclosure Statement regarding the Debtor and the Reorganized
23 Debtor may contain "forward looking statements" within the meaning of the Private Securities
24 Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation
25 of historical fact and can be identified by the use of forward-looking terminology such as "may,"
26 "expect," "anticipate," "estimate," or "continue," or the negative thereof or other variations
27 thereon or comparable terminology. The reader is cautioned that all forward looking statements
28 are necessarily speculative and there are certain risks and uncertainties that could cause actual

1 events or results to differ materially from those referred to in such forward looking statements.
2 The liquidation analysis, financial projections, and other information are estimates only, and the
3 timing and amount of actual distributions to Creditors may be affected by many factors that
4 cannot be predicted. Therefore, any analysis, estimates, or projections may or may not turn out
5 to be accurate.

6 The Debtor has made a diligent effort to identify in this Disclosure Statement all
7 litigation claims, including claims for relief, counterclaims, and objections to claims. However,
8 no reliance should be placed on the fact that a particular claim is or is not identified in the
9 Disclosure Statement. The Disbursing Agent, or other parties-in-interest with Court approval,
10 may seek to investigate, file and prosecute litigation claims after the Confirmation or Effective
11 Date of the Plan whether or not the litigation claims are identified in this Disclosure Statement.

12 **THIS IS A SOLICITATION BY THE DEBTOR. THE REPRESENTATIONS**
13 **HEREIN ARE THOSE OF THE DEBTOR AND NOT OF ITS ATTORNEYS OR**
14 **CONSULTANTS. NO REPRESENTATIONS CONCERNING THE DEBTOR OR**
15 **REORGANIZED DEBTOR, INCLUDING, BUT NOT LIMITED TO,**
16 **REPRESENTATIONS AS TO THE REORGANIZED DEBTOR'S FUTURE**
17 **ACTIVITIES, THE VALUE OF ITS PROPERTY, THE AMOUNT OF CLAIMS**
18 **AGAINST THE ESTATE, OR ANY TAX EFFECT OF THE TRANSACTIONS**
19 **PROPOSED UNDER THE PLAN, ARE AUTHORIZED BY THE DEBTOR, OTHER**
20 **THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY**
21 **REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF**
22 **THE PLAN THAT ARE IN ADDITION TO OR DIFFERENT FROM THE**
23 **STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE**
24 **RELIED UPON BY ANY PARTY IN INTEREST. ANY SUCH ADDITIONAL**
25 **REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO THE**
26 **DEBTOR'S ATTORNEYS WHO, IN TURN, WILL DELIVER THE INFORMATION TO**
27 **THE BANKRUPTCY COURT FOR SUCH ACTION AS THE BANKRUPTCY COURT**
28 **MAY DEEM TO BE APPROPRIATE.**

1 **UNLESS SPECIFICALLY SET FORTH HEREIN TO THE CONTRARY, THE**
2 **INFORMATION CONTAINED OR REFERRED TO IN THIS DISCLOSURE**
3 **STATEMENT REGARDING THE DEBTOR HAS NOT BEEN SUBJECT TO A**
4 **CERTIFIED AUDIT. COUNSEL FOR THE DEBTOR HAS NOT INDEPENDENTLY**
5 **VERIFIED THE INFORMATION CONTAINED HEREIN AND MAKES NO**
6 **REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY**
7 **THEREOF.**

8 **ALL PARTIES ENTITLED TO VOTE ON THE PLAN ARE URGED TO**
9 **REVIEW CAREFULLY THE PLAN AND THIS DISCLOSURE STATEMENT PRIOR**
10 **TO VOTING ON THE PLAN. THE CONTENTS OF THIS DISCLOSURE**
11 **STATEMENT SHOULD NOT BE CONSTRUED IN ANY MANNER TO BE LEGAL,**
12 **BUSINESS, OR TAX ADVICE. EACH CREDITOR AND OTHER PARTY IN**
13 **INTEREST SHOULD CONSULT WITH HIS OWN LEGAL COUNSEL, BUSINESS**
14 **ADVISOR, CONSULTANT, AND/OR ACCOUNTANT PRIOR TO VOTING TO**
15 **ENSURE A COMPLETE UNDERSTANDING OF THE TERMS OF THE PLAN. THIS**
16 **DISCLOSURE STATEMENT IS INTENDED FOR THE SOLE USE OF THE**
17 **CREDITORS TO ENABLE THEM TO MAKE AN INFORMED DECISION**
18 **REGARDING THE PLAN.**

19 **THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE**
20 **STATEMENT INDICATES ONLY THAT THE DISCLOSURE STATEMENT**
21 **CONTAINS ADEQUATE INFORMATION FOR THE PURPOSE OF SOLICITATION**
22 **OF ACCEPTANCES TO THE PLAN BY THE DEBTOR, ASSUMING IT IS**
23 **ACCURATE. HOWEVER, THE BANKRUPTCY COURT HAS NOT YET**
24 **DETERMINED THE ACCURACY OF SUCH INFORMATION. IT MAY DO SO AT**
25 **THE CONFIRMATION HEARING.**

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1 **II. DEFINITIONS, INTERPRETATIONS, AND RULES OF CONSTRUCTION**

2 **A. Definitions**

3 1. “Administrative Claim” means a Claim for costs and expenses of the administration
4 of the bankruptcy case under Sections 503(b) or 507(b) of the Bankruptcy Code, including,
5 without limitation: (a) the actual and necessary costs and expenses incurred after the Petition
6 Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries,
7 or commissions for services); (b) all Claims of professionals employed at the expense of the
8 Estate; and (c) any fees or charges assessed against the Estate under 28 U.S.C. § 1930.

9 2. “Allowed Administrative Claim” means an Administrative Claim allowed pursuant
10 to Sections 503(b) or 507(b) of the Bankruptcy Code.

11 3. “Allowed Claim” means a Claim: (a) with respect to which a Proof of Claim has not
12 been filed but the Claim has been listed in the Schedules filed with the Court by the Debtor and
13 not listed as disputed, contingent, or unliquidated as to amount and as to which no objection is
14 filed within the time period fixed by the Court, or as to which any such objection has been
15 determined by a Final Order; or (b) with respect to which a Proof of Claim has been filed within
16 the time period fixed by the Court, and as to which no objection is filed within the time period
17 fixed by the Court, or as to which any such objection has been determined by a Final Order.

18 4. “Allowed General Unsecured Claim” means an unsecured Allowed Claim against
19 the Debtor, however arising, not entitled to priority under Section 507(a) of the Bankruptcy
20 Code, including, without limitation, an Allowed Claim based on the rejection of an executory
21 contract or unexpired lease.

22 5. “Allowed Priority Claim” means an Allowed Administrative Claim, Allowed
23 Priority Tax Claim, or Allowed Priority Unsecured Claim.

24 6. “Allowed Priority Tax Claim” means an Allowed Claim entitled to priority pursuant
25 to Section 507(a)(8) of the Bankruptcy Code.

26 7. “Allowed Priority Unsecured Claim” means an Allowed Claim entitled to priority
27 pursuant to Sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy
28 Code.

1 8. “Allowed Secured Claim” means an Allowed Claim secured by a lien, security
2 interest or other charge against property in which the Estate has an interest, or which is subject to
3 setoff under Section 553 of the Bankruptcy Code, to the extent of the value, determined in
4 accordance with Section 506(a) of the Bankruptcy Code, of the interest of the holder of such
5 Allowed Secured Claim in the Estate’s interest in such property, or to the extent of the amount
6 subject to any setoff, as the case may be, excluding any and all non-pecuniary loss penalty claims
7 (and related interest) as defined in Section 726(a)(4) of the Bankruptcy Code.

8 9. “AVB” means AV Builder Corp.

9 10. “AVB Funding Order” means that certain Order Authorizing Use of Bankruptcy
10 Estate Property Outside the Ordinary Course of Business Under Bankruptcy Code Section 363(b)
11 (to Fund Court Approved Settlement Payments to AV Builder Corp) entered on March 24, 2011
12 (docket number 83) and which authorized the Debtor to use funds of the Estate in the amounts as
13 necessary to pay the amounts owed to AVB under the AVB Settlement Order and AVB
14 Settlement Documents.

15 11. “AVB Settlement Agreement” or “AVB Settlement Documents” means the
16 Settlement Agreement and the Promissory Note, Loan Agreement and other ancillary documents
17 entered into by the Debtor with AV Builder Corp. and which were approved by the Court
18 pursuant to the AVB Settlement Order.

19 12. “AVB Settlement Order” means that certain Order: (1) Approving Settlement and
20 Compromise of Disputes With AV Builder Corp. ; and (2) Conditioning the Settlement Upon
21 Making Special Assessments by Debtor on the Homeowners of Laguna Village in Accordance
22 with Applicable Law, But Nothing in This Order Preclude Debtor From Making Special
23 Homeowner Assessments to Fund the Settlement Payments to AV Builder Corp., in Accordance
24 with Applicable Law entered by the Court on February 15, 2011 (docket number 71).

25 13. “AVB State Court Action” means that certain Orange County Superior Court case
26 entitled AV Builder Corp v. Laguna Village Owners’ Association, Inc. and related matters, Case
27 No. 06CC10565 (Consolidated with Case No. 30-2008-00114104).

28

1 14. “Avoidance Action” means any action which is filed or which may be filed
2 pursuant to the provisions of Sections 510, 542, 543, 544, 545, 547, 548, 549, or 550 of the
3 Bankruptcy Code, any actions based on applicable non-bankruptcy law that may be incorporated
4 or brought under the foregoing sections of the Bankruptcy Code, or any other similar action or
5 proceeding filed to recover property for or on behalf of the Estate or to avoid a lien or transfer.

6 15. “Ballot” means the form distributed to each holder of a Claim that is entitled to
7 vote on the Plan and on which is to be indicated an acceptance or rejection of the Plan.

8 16. “Bankruptcy Code” or “Code” means Title 11 of the United States Code, as now
9 in effect or hereafter amended. All citations in the Plan to section numbers are to the Bankruptcy
10 Code unless otherwise expressly indicated.

11 17. “Bankruptcy Court” or “Court” means the United States Bankruptcy Court for the
12 Central District of California, Santa Ana Division, which has jurisdiction over this bankruptcy
13 case and the Estate of the Debtor, or such successor court or tribunal as may hereafter be
14 confirmed or created by lawful authority with power to confirm reorganization plans under
15 Chapter 11 of the Bankruptcy Code and all applicable statutes, rules, and regulations pertaining
16 thereto.

17 18. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the
18 Local Bankruptcy Rules for use in the Bankruptcy Court, as now in effect or hereafter amended.

19 19. “Bar Date” means the last date for filing Proofs of Claim other than
20 Administrative Claims or Claims based upon the rejection of any executory contracts or
21 unexpired leases. The deadline for filing proofs of claim was set by the Court as
22 January 12, 2011.

23 20. “Business Day” means any day other than a Saturday, Sunday, or “legal holiday”
24 as defined in Bankruptcy Rule 9006(a)(6).

25 21. “Claim” means: (a) a right to payment from the Debtor, whether or not such right
26 is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,
27 disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable
28 remedy for breach of performance if such breach gives rise to a right to payment from the

1 Debtor, whether or not such right to an equitable remedy is reduced to judgment, liquidated,
2 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or
3 unsecured.

4 22. “Claimant” means the holder of a Claim.

5 23. “Class” means a grouping into which Claims which are substantially similar to
6 other Claims have been classified pursuant to the Plan.

7 24. “Confirmation Date” means the date on which the Confirmation Order is entered
8 by the Bankruptcy Court.

9 25. “Confirmation Hearing” means the hearing, including any continued or postponed
10 session thereof, at which time the Bankruptcy Court will consider and determine whether to
11 confirm the Plan.

12 26. “Confirmation Order” means the order, as entered, of the Bankruptcy Court
13 confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

14 27. “Creditor” means the holder of an Allowed Claim.

15 28. “Debtor” means Laguna Village Owners’ Association, Inc., a California non-
16 profit corporation, the debtor and debtor in possession in this bankruptcy case.

17 29. “Disallowed Claim” means a Claim against the Debtor, which Claim is
18 disallowed pursuant to an order of the Bankruptcy Court as to which eleven calendar days have
19 passed following entry of such order and no stay pending an appeal of such order is obtained
20 during such period.

21 30. “Disbursing Agent” means the person charged with making distributions
22 pursuant to the terms of the Plan. The Debtor under the direction of its President, currently
23 William F. Whalen, will serve as the Disbursing Agent under the Plan until such time as Mr.
24 Whalen is unable or unwilling to serve at which point the Reorganized Debtor will appoint a
25 successor disbursing agent.

26 31. “Disclosure Statement” means this Disclosure Statement (and all exhibits or
27 schedules annexed thereto or referenced therein) which accompanies the Plan, as the Disclosure
28

1 Statement may be amended, modified, or supplemented from time to time in accordance with the
2 Bankruptcy Code and Bankruptcy Rules.

3 32. “Disputed Claim” means any Claim: (a) listed on the Debtor’s Schedules as
4 unliquidated, disputed, or contingent; or (b) as to which the Debtor, or any other party in interest,
5 has interposed a timely objection or request for estimation or subordination in accordance with
6 the Bankruptcy Code and the Bankruptcy Rules, which objection or request for estimation or
7 subordination has not been withdrawn or determined by a Final Order. A Claim will be
8 considered a Disputed Claim in its entirety if an objection is timely filed to any portion of such
9 Claim.

10 33. “Effective Date” means the date not later than thirty days following the date upon
11 which the Confirmation Order becomes a Final Order; provided, however, that, if an appeal of
12 the Confirmation Order is timely filed, the Debtor may elect to cause the Plan to become
13 effective, notwithstanding the pendency of such appeal, so long as no stay of the Confirmation
14 Order is in effect, by filing with the Bankruptcy Court a notice of such election, in which event
15 the Plan will become effective as provided herein.

16 34. “Estate” means the estate created under Section 541 of the Bankruptcy Code in
17 this bankruptcy case.

18 35. “File,” “Filed,” or “Filing” means filed with the Bankruptcy Court having
19 jurisdiction over this bankruptcy case.

20 36. “Final Order” means an order or judgment of the Bankruptcy Court, or of any
21 court of competent jurisdiction where there is pending an action in which the Debtor is a party,
22 which has not been reversed, stayed, modified, or amended, and as to which: (a) the time to
23 appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which
24 no appeal, petition for certiorari, or other proceeding for reargument or rehearing shall then be
25 pending; or (b) any right to appeal, petition for certiorari, reargument, or rehearing shall have
26 been waived in writing in form and substance satisfactory to the Debtor; or (c) any appeal,
27 petition for certiorari, reargument or rehearing has been resolved by the highest court to which
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1 the order or judgment was appealed timely or from which certiorari, reargument, or rehearing
2 was sought.

3 37. “General Unsecured Claim” means an unsecured Claim against the Debtor that is
4 not entitled to priority under Section 507(a) of the Bankruptcy Code, including, without
5 limitation, a Claim based on the rejection of an executory contract or unexpired lease.

6 38. “Laguna Village” means the community consisting of more than 200 acres and
7 914 individual owners of residential real property, plus common areas consisting in part of a club
8 house and meeting rooms, which maintains a business address of 23300 Santa Vittoria Drive,
9 Laguna Hills, California 92653.

10 39. “PAO” means Pulaski Arita Olsson, Inc., an architect associated with the property
11 enhancement project that was the subject of the AVB State Court Action.

12 40. “PAO Judgment” means that certain trial verdict judgment in favor of the Debtor
13 and against PAO in the amount of \$465,094.55.

14 41. “PAO Covenant” means that certain Mutual Covenant Not to Execute or Collect
15 on Any Recovery or Judgment Obtained in the Action which is dated May 7, 2010 entered into
16 by and between the Debtor and PAO and which relates to the AVB State Court Action.

17 42. “Petition Date” means October 1, 2010, the date on which the Debtor filed its
18 voluntary petition under Chapter 11 of the Bankruptcy Code.

19 43. “Plan” means the Debtor’s Chapter 11 Plan, as the Plan may be amended,
20 modified, or supplemented from time to time in accordance with the Bankruptcy Code and
21 Bankruptcy Rules.

22 44. “Post-Confirmation Estate Claims” means any and all claims and causes of action
23 which constitute property of the Estate including, but not limited to, any Avoidance Actions,
24 whether or not such claims or causes of action are the subject of litigation pending as of the
25 Effective Date.

26 45. “Priority Claim” means an Administrative Claim, Priority Tax Claim, or Priority
27 Unsecured Claim.

28

1 46. “Priority Tax Claim” means a Claim asserted to have priority under Section
2 507(a)(8) of the Bankruptcy Code.

3 47. “Priority Unsecured Claim” means a Claim asserted to have priority under
4 Sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy Code.

5 48. “Professionals” means professionals such as attorneys, consultants or accountants
6 employed by the Disbursing Agent in this case after the confirmation of the Plan, including but
7 not limited to, Shulman Hodges & Bastian LLP.

8 49. “Proof of Claim” means a statement under oath filed in this bankruptcy case by a
9 Claimant in which the Claimant sets forth the amount claimed to be owed to it and sufficient
10 detail to identify the basis for the Claim, in accordance with Federal Rule of Bankruptcy
11 Procedure 3001.

12 50. “Reorganized Debtor” means the Debtor herein, on and/or after the Effective
13 Date.

14 51. “Schedules” means the Schedules of Assets and Liabilities and Statement of
15 Financial Affairs filed by the Debtor, as amended, modified, or supplemented from time to time.

16 52. “Secured Claim” means a Claim secured by a lien, security interest or other
17 charge against property in which the Estate has an interest, or which is subject to setoff under
18 Section 553 of the Bankruptcy Code, to the extent of the value, determined in accordance with
19 Section 506(a) of the Bankruptcy Code, of the interest of the holder of such Secured Claim in the
20 Estate’s interest in such property, or to the extent of the amount subject to any setoff, as the case
21 may be.

22 53. “SHB Firm” means Shulman Hodges & Bastian LLP, the Debtor’s general counsel
23 herein.

24 54. “UST” means The Office of the United States Trustee.

25 **B. Interpretations, Computation of Time and Governing Law**

26 **1. Undefined Terms**

27 Any term used in the Disclosure Statement that is not defined in the Disclosure
28 Statement, either in Section II.A (Definitions) or elsewhere, but that is used in the Bankruptcy

1 Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or
2 the Bankruptcy Rules.

3 **2. Rules of Interpretation**

4 For the purposes of the Disclosure Statement:

5 a. Whenever, from the context, it is appropriate, each term, whether stated in the
6 singular or the plural, shall include both the singular and the plural.

7 b. Any reference in the Plan to a contract, instrument, release or other agreement
8 or document being in a particular form or on particular terms and conditions means that such
9 document shall be substantially in such form or substantially on such terms and conditions.

10 c. Any reference in the Plan to an existing document or Exhibit Filed or to be
11 Filed means such document or Exhibit, as it may have been or may be amended, modified, or
12 supplemented as of the Confirmation Date.

13 d. Unless otherwise specified in a particular reference in the Plan, all references
14 in the Plan to Sections, Articles or Exhibits are references to Sections, Articles and Exhibits of or
15 to the Plan.

16 e. Unless otherwise specified in a particular reference in the Plan, the words
17 “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to the Plan in its
18 entirety rather than only to a particular paragraph, subparagraph, or clause contained in the Plan.

19 f. Captions and headings to Articles and Sections are inserted for convenience of
20 reference only and are not intended to be a part of or to affect the interpretation of the Plan.

21 g. The provisions of the Plan will control over any description thereof contained
22 in the Disclosure Statement.

23 h. Any term used in the Plan that is not defined in the Plan, but that is used in the
24 Bankruptcy Code or in the Bankruptcy Rules shall have the meaning assigned to that term in
25 (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code
26 or the Bankruptcy Rules. Without limiting the foregoing, the rules of construction set forth in
27 Section 102 of the Bankruptcy Code shall apply hereto. The definitions and rules of construction
28

1 contained herein do not apply to the Disclosure Statement or to the exhibits to the Plan except to
2 the extent expressly so stated in the Disclosure Statement or in each exhibit to the Plan.

3 i. Except to the extent that federal law, including the Bankruptcy Code or the
4 Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be
5 governed by, and construed and enforced for all purposes in accordance with, the laws of the
6 State of California, without giving effect to any principles of conflict of laws thereof.

7 j. All exhibits to the Plan are incorporated into the Plan and will be deemed to
8 be included in the Plan, regardless of when they are filed.

9 **3. Computing Time Periods**

10 In computing any period of time prescribed or allowed by the Plan, the provisions of
11 Bankruptcy Rule 9006(a) shall apply.

12 **4. Notices and Delivery of Documents**

13 All notices, correspondence, and other deliveries under this Disclosure Statement must be
14 directed as follows:

15

16 To the Debtor or 17 Reorganized Debtor:	William F. Whalen, President Laguna Village Owners' Association, Inc. 23300 Santa Vittoria Drive Laguna Hills, CA 92653
18 With a Copy to:	19 James C. Bastian, Jr., Esq. 20 James C. Bastian, Jr., Esq. SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 21 Telephone: (949) 340-3400 22 Facsimile: (949) 340-3000 jbastian@shbllp.com 23 mbradshaw@shbllp.com

24 **III. BACKGROUND AND EVENTS LEADING TO BANKRUPTCY**

25 The following is a description of the nature and the history of the Debtor's business and
26 the causes of the Debtor's financial difficulties.

1 **A. Description of the Debtor's Business**

2 Debtor is a California non-profit corporation consisting of the homeowners, also referred
3 to as owners and members, of the condominium homes within the planned community
4 commonly referred to as "Laguna Village" located at 23300 Santa Vittoria Drive, Laguna Hills,
5 CA 92653.

6 Laguna Village consists of 914 condominium units and covers over 200 acres. The
7 Debtor holds title/easement rights to the Recreational Common Area and acts as the management
8 body for the preservation, maintenance, architectural control and improvement of the
9 Recreational Common Area and the Residential Common Area² which compromise Laguna
10 Village. In addition to collecting monthly assessments from the owners of the condominium
11 units, the Debtor's purpose is to ensure that the common area amenities will be maintained in an
12 attractive manner and will be available for the enjoyment of all the residents of Laguna Village.

13 **B. Summary of Principal Events Leading to the Bankruptcy Filing**

14 **1. AV Builder Corp Litigation**

15 The principal event leading to the Debtor's financial problems has been a judgment
16 entered against the Debtor in the Orange County Superior Court case entitled AV Builder Corp.
17 v. Laguna Village Owners' Association, Inc. and related matters, Case No. 06CC10565
18 (Consolidated with Case No. 30-2008-00114104) (the "AVB State Court Action".)

19 The Debtor named PAO as a cross-defendant in its original and amended complaint filed
20 in the AVB State Court Action. The trial verdict in the AVB State Court Action resulted in the
21 PAO Judgment in favor of the Debtor and against cross-defendant PAO in the amount of
22 \$465,094.55. However, on the advice of state court counsel, prior to entry of the judgment,
23 Debtor had entered into the PAO Covenant whereby the Debtor agreed to not execute on any
24 judgment against PAO. As such, the Debtor has not attempted to collect on the PAO Judgment

25 **2. Unforeseen AVB Expense**

26 In the year before the Petition Date, the Debtor had an unforeseen expense arise out of
27 the property enhancement project by AVB. During the course of the final days prior to trial, it

28 ² As those terms are defined in the Debtor's Bylaws.

1 was determined that the Debtor actually owed AVB \$593,103, which was paid from the Debtor's
2 reserves. This coupled with unexpected high court cost for the trial (as of May 2010, \$368,058
3 over budget), also added to the Debtor's financial problems.

4 **3. Rain Damages**

5 Another problem leading to the Debtor's financial problems came from Mother Nature,
6 in the form of heavy rain storms during the 2009-2010 winter season. The additional torrents of
7 water were in many cases just too much for some of the flat roofs, skylights and building
8 sidewalls. The Debtor had already expended funds to repair/resurface some of the streets in the
9 association (long overdue and needed road repairs), and consequently did not have the funds
10 available for the rain storm damages.

11 **4. The Economy**

12 The other negative impact to the Debtor's finances is the unusually high volume of write-
13 offs due to bankruptcies and foreclosures affecting homeowners. The Debtor had experienced a
14 shortfall in anticipated dues, thus having less income to cover increased expenses, as well as not
15 being able to fund approximately \$534,000 in its reserves for the past six months as the funds
16 normally used for funding the reserves was used for payment to AV Builder Corp (for the
17 unforeseen amounts determined to be due) and for attorney/trial costs.

18 The bankruptcy was filed in part to ensure that the Debtor could pay reasonable and
19 necessary expenses associated with the operation of Laguna Village, to propose a repayment plan
20 that would treat all parties fairly, and levy assessments in a manner and amount that was likely to
21 result in actual collection rather than trigger additional defaults.

22 **C. Management of the Debtor Before and After the Petition Date**

23 The Debtor is non-profit homeowners association and has no shareholders. The current
24 officers/management of the Debtor are as follows:

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<u>Name</u>	<u>Title</u>
William F. Whalen	President
Jeffrey Reed	Vice President
Kelly Osterstock	Secretary

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<u>Name</u>	<u>Title</u>
Terri Lee	Treasurer
Gerard Driscoll	Director
George Wiora	Director
Rich Dicapura	Director

The officers and board members are homeowners in Laguna Village. The officers and board members receive reimbursement of actual expenses they incur in performing their duties for the Debtor. The officers and board members do not receive any wages, salaries other compensation for their services.

Prior to the Petition Date, the Debtor self-managed the association's on-site activities and effective February 22, 2010, Integrity Management Group was employed by the Debtor for the purpose of collecting and handling of monthly assessments and other finances for the Debtor. Integrity Management Group's services were terminated on September 28, 2010.

Effective October 1, 2010, and pursuant to Court order entered on October 28, 2010 (docket number 23), the Debtor employed Seabreeze Management Company Incorporated as its managing agent for all day to day business activities and financial management activities.

D. Significant Events During the Bankruptcy Case

Filing of Schedules

On October 1, 2010, the Debtor filed its Schedules of Assets and Liabilities and Statement of Financial Affairs.

Employment of Professionals

The Debtor has employed the following professionals in this case:

- Shulman Hodges & Bastian LLP as the Debtor's general bankruptcy counsel.
- Harle, Janics & Kannen, a Law Corporation as the Debtor's special community association law counsel.
- Seabreeze Management Company Incorporated as the Debtor's managing agent.
- Community Compliance Services LLC, as the Debtor's agent for the collection of owners' delinquent monthly assessments.

1 • On or about October 1, 2010, the Debtor filed its application to employ Graham
2 & Martin LLP as the Debtor's special state court litigation counsel. No objection to the
3 employment of Graham & Martin LLP was filed and a Court order authorizing the firm's
4 employment has been lodged with the Court.

5 **Bar Date to File Proofs of Claim**

6 The deadline for filing proofs of claim was set by the Court as January 12, 2011.

7 **Meeting of Creditors**

8 The meeting of creditors pursuant to Bankruptcy Code section 341(a) was held and
9 concluded on February 18, 2010.

10 **Merrill Lynch Funds Turnover Stipulation**

11 Prior to the Petition Date, in connection with the AVB State Court Action, on or about
12 July 30, 2010, AVB caused a levy under a Writ of Execution to be imposed on the financial
13 accounts owned by the Debtor and maintained at Merrill Lynch, which had a total aggregate
14 amount of approximately \$874,98.27 as of the Petition Date. After the Petition Date, the Debtor
15 reached an agreement for turnover of the funds held at Merrill Lynch pursuant to that certain
16 Stipulation Among the Debtor in Possession, AV Builder Corp., and Merrill Lynch For Turnover
17 of Bankruptcy Estate Property (docket number 25), and which was approved by the Court by
18 order entered on November 3, 2010 (docket number 28).

19 **Administrative Claim of Integrity Management Group**

20 On December 30, 2011, the Debtor filed its Motion for Order Authorizing Payment of
21 Undisputed Obligations to Integrity Management Group ("Integrity Motion") (docket number
22 54). By the Integrity Motion, the Debtor sought authority (1) to grant administrative priority
23 status to all undisputed obligations of the Debtor owing to Integrity Management Group
24 ("Integrity") arising from the performance of services requested by the Debtor prior to the
25 commencement of the Debtor's bankruptcy case, and (2), authorizing the Debtor to pay such
26 obligations in the ordinary course of business in the total amount of \$11,107.19. The Integrity
27 Motion was approved by Court order entered on March 24, 2011 (docket number 85).
28

1 **Resolution of the AVB Stay Motion**

2 On October 19, 2010, AVB filed a Motion for Relief From Stay (“Stay Motion”) (docket
3 number 13) seeking relief from the automatic stay under the Bankruptcy Code to continue
4 prosecution of its claims against the Debtor that were the subject of the AVB State Court Action.
5 Following entry of the AVB Settlement Order, this Stay Motion was resolved pursuant to that
6 certain Stipulated Order: (1) for Use of Cash Collateral; and (2) for Adequate Protection and
7 Replacement Lien lodged with the Court on March 21, 2011. Under the AVB Cash Collateral
8 Order:

9 • AVB has a security interest in all funds in that certain “Reserve Account – Merrill
10 Lynch XXX-04B41 (AVB Cash Collateral Account)” (in the amount of \$825,591.32 as of
11 January 31, 2011) formerly known as the “Frozen Funds Account” as defined in that certain
12 Stipulation Among the Debtor in Possession, AV Builder Corp. and Merrill Lynch for Turnover
13 of Bankruptcy Estate Property filed on November 2, 2010 (docket no. 25).

14 • The AVB Cash Collateral Account is AVB’s “cash collateral” (as that term is
15 defined in Bankruptcy Code Section 363(a))

16 • As adequate protection, the Debtor is authorized to use AV Builder Corp.’s cash
17 collateral but only to the extent that (i) the Debtor retains a minimum of \$500,000 in the AV
18 Builders Cash Collateral Account; and (ii) to the extent that AVB’s Cash Collateral is used, AVB
19 is provided with a replacement lien on all of the Debtor’s real and personal property subject to all
20 existing defenses, priority, validity and avoidance powers. This replacement lien was superseded
21 by AVB’s consensual lien under the Settlement Documents executed pursuant to the Settlement
22 Order.

23 **AVB Claim Settlement**

24 The Debtor reached a settlement of its disputes with AVB pursuant to the terms and
25 conditions of the AVB Settlement Agreement and on December 21, 2010, filed its Notice of
26 Motion and Debtor in Possession’s Motion for Order: (1) Approving Settlement and
27 Compromise of Disputes with AV Builder Corp.; and (2) Authorizing Special Homeowner
28 Assessments to Fund the Settlement Payments to AV Builder Corp (“Settlement Motion”)

1 (docket number 51). Pursuant to the AVB Settlement Order entered on February 15, 2011
2 (docket number 71), the AVB Settlement Motion and the AVB Settlement Documents were
3 approved by the Court.

4 **AVB Funding Order**

5 As the use of funds of the Estate to pay the amounts owed to AVB under the AVB
6 Settlement Order and AVB Settlement Documents as outside the ordinary scope of the Debtor's
7 business operations, on February 18, 2011, the Debtor filed its Notice of Motion and Debtor in
8 Possession's Motion for Order Authorizing Use of Bankruptcy Estate Property Outside the
9 Ordinary Course of Business Under Bankruptcy Code Section 363(b) (to Fund Court Approved
10 Settlement Payments to AV Builder Corp.) (docket number 73). No opposition was filed and
11 pursuant to the the AVB Funding Order entered on March 24, 2011 (docket number 83), the
12 Debtor has been authorized to use funds of the Estate to pay the amounts owed to AVB under the
13 AVB Settlement Order and AVB Settlement Documents.

14 **Extension of the Plan Exclusivity Periods**

15 Upon the Debtor's Motion for an Order Granting an Extension of the Plan Exclusivity
16 Periods Pursuant to Bankruptcy Code Section 1121(d) filed with the Court on January 28, 2011
17 (docket number 67) and pursuant to that certain Order Granting an Extension of the Plan
18 Exclusivity Periods Pursuant to Bankruptcy Code Section 1121(d) entered on March 23, 2011
19 (docket number 82), the exclusive period within which the Debtor may file a plan of
20 reorganization under Bankruptcy Code Sections 1121(b) and 1121(c)(2) was extended from
21 January 31, 2011 through and including April 1, 2011, and the exclusive period within which the
22 Debtor may solicit acceptances to a plan pursuant under Bankruptcy Code Section 1121(c)(3)
23 was extended from March 30, 2011, through and including May 31, 2011.

24 On March 28, 2011, the Debtor filed its Motion for an Order Granting a Second
25 Extension of the Plan Exclusivity Periods Pursuant to Bankruptcy Code Section 1121(d)
26 ("Second Exclusivity Motion") (docket number 90) requesting that the exclusive period within
27 which the Debtor may file a plan of reorganization under Bankruptcy Code Sections 1121(b) and
28 1121(c)(2) be extended from April 1, 2011 through and including May 1, 2011 and that the

1 exclusive period within which the Debtor may solicit acceptances to a plan pursuant under
2 Bankruptcy Code Section 1121(c)(3) be extended from May 31, 2011, through and including
3 June 30, 2011. No objection to this Second Exclusivity Motion has been filed and a Court order
4 approving the Second Exclusivity Motion will be lodged with the Court.

5 **Communications with Creditors**

6 The Debtor has acted quickly throughout this Chapter 11 case to ensure that all creditors
7 have been properly apprised of the pendency of the Chapter 11 case and of major developments.
8 The Debtor has responded, and continue to respond, to inquiries from creditors with respect to
9 the status of the Chapter 11 case. Additionally, the Debtor has been working closely with its
10 largest creditor, AV Builder Corp, to resolve outstanding issues and which will lead to the filing
11 of a consensual plan of reorganization. At all possible times, creditors and parties in interest
12 have been provided with all information regarding the Debtor's reorganization efforts.

13 **E. Actual and Projected Recovery of Preferential Transfers**

14 There have been no fraudulent conveyance or preference actions filed in this bankruptcy
15 case. Transfers that were made within ninety days prior to the Petition Date, aggregating more
16 than \$5,475, are subject to possible recovery as a preference under Bankruptcy Code Section
17 547. A complete list of parties that received payments from the Debtors within the ninety days
18 prior to the Petition Date is attached hereto as **Exhibit 2**.

19 The parties appearing on **Exhibit 2** may be subject to a fraudulent conveyance and/or
20 preference actions in the event it is determined that the payment received was a fraudulent and/or
21 preferential transfer recoverable by the Debtors, the Disbursing Agent or a subsequent
22 bankruptcy trustee under Bankruptcy Code Sections 510, 542, 543, 544, 545, 547, 548, 549, or
23 550 or under applicable nonbankruptcy law that may be incorporated into or apply to the
24 foregoing sections of the Bankruptcy Code.

25 The Debtor believes that AVB may have received preferential transfers by turning its
26 unsecured claim into a secured claim within ninety days of the Petition Date. The Debtor has
27 reached a settlement of its disputes with AVB under the AVB Settlement Order and AVB
28

1 Settlement Documents and will not be filing a complaint against AVB to, among other things,
2 avoid the preferential transfers received by AVB.

3 THE DEBTOR HAS NOT FULLY REVIEWED WHETHER POST-CONFIRMATION
4 ESTATE CLAIMS EXIST, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT
5 THERE ARE ANY AVOIDANCE ACTIONS WHICH MAY BE BROUGHT BY THE
6 REORGANIZED DEBTOR AFTER THE EFFECTIVE DATE. THIS INVESTIGATION IS
7 ON-GOING AND WILL OCCUR IN LARGE PART AFTER THE EFFECTIVE DATE, AS A
8 RESULT, CREDITORS AND OTHER PARTIES-IN-INTEREST SHOULD BE, AND ARE
9 PURSUANT TO THE TERMS OF THE PLAN, SPECIFICALLY ADVISED THAT,
10 NOTWITHSTANDING THAT THE EXISTENCE OF ANY PARTICULAR POST-
11 CONFIRMATION ESTATE CLAIM MAY NOT BE LISTED, DISCLOSED, OR SET FORTH
12 IN THE PLAN OR THE DISCLOSURE STATEMENT, A POST-CONFIRMATION ESTATE
13 CLAIM MAY BE BROUGHT AGAINST ANY CLAIMANT AT ANY TIME, SUBJECT TO
14 THE BAR DATE LIMITATIONS SET FORTH IN THE PLAN.

15 The Debtor estimates that there will be no funds realized from the recovery of fraudulent
16 and/or preferential transfers. However, the amount of such recovery is unknown at this time and
17 depends on many factors including the merits of each underlying claim, the ability to recover
18 against a particular defendant regardless of the merits, the fees and costs that the Disbursing
19 Agent may incur to prosecute such claims, and many other factors.

20 **F. Procedures Implemented to Resolve Financial Problems**

21 The Debtor's reorganization strategy will be implemented by the use of the positive cash
22 flow from the operation of the Laguna Village. Specifically, the Debtor will utilize cash on hand
23 and collections from regular and special assessments to fund the Plan. The Debtor's projections
24 indicate that the Debtor will be able to make all of the payments required under the Plan.

25 **G. Debtor's Current Financial Condition**

26 The Debtor has filed Schedules which disclose the Debtor's assets and liabilities as of the
27 Petition Date. A copy of the Schedules and any amendments thereto are on file and may be
28 reviewed at the Bankruptcy Court's Clerk's Office during normal business hours.

1 During the bankruptcy case, the Debtor's total current income and expenses have been
2 detailed in the monthly operating report filed with the Court and submitted to the Office of the
3 United States Trustee on a monthly basis. Copies of the Debtor's monthly operating reports
4 reflecting the Debtor's financial performance during this bankruptcy case may be reviewed
5 during normal business hours at the Court.

6 **IV. SUMMARY OF THE PLAN**

7 The following is a summary of the Plan and is qualified in its entirety by the full text of
8 the Plan. The terms of the Plan will be controlling on the Creditors and all other parties in
9 interest in the event that the Plan is confirmed. Therefore, all Creditors are strongly urged to
10 read the Plan carefully, in its entirety, rather than relying on this summary.

11 **A. Overview**

12 As required by the Bankruptcy Code, the Plan classifies Claims in various classes
13 according to their right to priority. The Plan states whether each class of Claims is impaired or
14 unimpaired. The Plan provides the treatment each class will receive.

15 **B. Unclassified Claims**

16 Certain types of Claims are not placed into voting classes; instead they are unclassified.
17 They are not considered impaired and they do not vote on the Plan because they are
18 automatically entitled to specific treatment provided in the Bankruptcy Code. As such, the
19 Debtor has not placed the following Claims in a class and the treatment of such claims is set
20 forth below.

21 **1. Administrative Expenses**

22 Administrative expenses are Claims for costs or expenses of administering Debtor's
23 Chapter 11 case which are allowed under Code Section 507(a)(2). The Code requires that all
24 Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant
25 agrees to a different treatment.

26 Except to the extent that the holder of a particular Allowed Administrative Claim agrees
27 to a different treatment thereof, each Allowed Administrative Claim will be paid in full, in cash,
28 on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such

1 Administrative Claim becomes a Final Order. Any holder of an Administrative Claim
 2 (including, without limitation, any governmental unit holding an Administrative Claim for post-
 3 petition taxes and/or interest and penalties related to such taxes) is required to file a request for
 4 payment of its Administrative Claim. Requests for payment of Administrative Claims must be
 5 filed not later than thirty days after the Effective Date, and will be paid on or before the fifth
 6 Business Day after the order allowing such Administrative Claim becomes a Final Order. Any
 7 failure by the holder of an Administrative Claim to file a request for payment of its
 8 Administrative Claim within thirty days after the Effective Date will forever bar such holder of
 9 an Administrative Claim from asserting its Administrative Claim against the Estate.

10 The following chart lists all of Debtor's estimated Section 507(a)(2) Administrative
 11 Claims and their treatment under the Plan:

<u>Name</u>	<u>Total Estimated</u>	<u>Paid By Debtor to Date</u>	<u>Total Estimated Required to Be Paid on Effective Date</u>	<u>Treatment</u>
Shulman Hodges & Bastian LLP, bankruptcy counsel for Debtor	\$225,000	\$151,874.13	\$73,125.87	In the event that there are unpaid fees and expenses that are allowed by the Court, unless otherwise agreed, the unpaid amounts shall be paid in full, in cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
Graham & Martin LLP, Debtor's special state court litigation counsel The Debtor is advised by Graham & Marin LLP that during the case, the firm incurred total fees and expenses of \$52,019.04. The Debtor has not yet evaluated the compensation request and may object to any final fee applications that may be filed the firm.	\$52,019.04	\$0	\$52,019.04	In the event that there are unpaid fees and expenses that are allowed by the Court, unless otherwise agreed, the unpaid amounts shall be paid in full, in cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.

<u>Name</u>	<u>Total Estimated</u>	<u>Paid By Debtor to Date</u>	<u>Total Estimated Required to Be Paid on Effective Date</u>	<u>Treatment</u>
Harle, Janics & Kannen, a Law Corporation, Debtor's special community association law counsel ³	\$Paid monthly	Paid monthly	\$0.00	In the event that there are unpaid fees and expenses that are allowed by the Court, unless otherwise agreed, the unpaid amounts shall be paid in full, in cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
Seabreeze Management Company Incorporated, Debtor's managing agent ⁴	\$Paid monthly	\$Paid monthly	\$0.00	In the event that there are unpaid fees and expenses that are allowed by the Court, unless otherwise agreed, the unpaid amounts shall be paid in full, in cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
Clerk, Bankruptcy Court Fees	\$250	\$0.00	\$250	If any are owed, they will be paid in full on the Effective Date.
United States Trustee Fees	\$650	\$0.00	\$650	If any are owed, they will be paid in full on the Effective Date.
Total	\$277,919.04	\$151,874.13	\$126,044.91	

The Court must rule on all professional fees listed in the chart above before the fees will be owed. For all fees except the Clerk's Office fees and the United States Trustee's fees, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the Court will be owed and required to be paid under the Plan.

The last day to file chapter 11 administrative claims (except for professional fees and expenses) is thirty days after the Effective Date. Unless otherwise agreed, allowed

³ The Court order authorizing the employment of Harle, Janics & Kannen, a Law Corporation (docket number 37) provided that compensation for the firm is authorized to be paid by the Debtor in the ordinary course of the Debtor's business affairs, without further notice, hearing or Court order as long as the firm's services during any given month do not exceed \$2,000. In the event that the Firm's services exceed \$2,000 in any given month, the Debtor will not pay such amounts and the Firm will be required to file applications for allowance of fees and reimbursement of costs in compliance with Sections 330 and 331 of the Bankruptcy Code.

⁴ The Court order authorizing the employment of Seabreeze Management Company Incorporated (docket number 23) provided that compensation to the firm is authorized to be paid by the Debtor in the ordinary course of business without further notice, hearing or Court order.

1 administrative expense claims will be paid on the later of the Effective Date or ten days after the
2 entry of a non-appealable order allowing the administrative expense claim.

3 As indicated above, it is anticipated that the Debtor will need to pay approximately
4 \$126,044.91 in administrative claims on the Effective Date of the Plan. As indicated elsewhere
5 in the Disclosure Statement, the Debtor will have sufficient cash on the Effective Date to make
6 such payment. The source of this cash will be from the cash on hand.

7 **2. Priority Tax Claims**

8 Priority tax claims are certain unsecured income, employment and other taxes described
9 by Code Section 507(a)(8). Except to the extent that the holder of a particular Allowed Priority
10 Tax Claim agrees to a different treatment thereof, the Code requires that each holder of an
11 Allowed Priority Tax Claim receive on account of such Claim regular installment payments -

12 i. of a total value, as of the Effective Date of the Plan, equal to the
13 allowed amount of such Claim;

14 ii. over a period ending not later than five years after the Petition Date
15 under Section 301, 302 or 303; and

16 iii. in a manner not less favorable than the most favored nonpriority
17 Unsecured Claim provided for by the Plan (other than Cash payments made to a class of
18 creditors under Section 1122(b)).

19 **Internal Revenue Service.** The Internal Revenue Service filed a Proof of Claim in the
20 amount of \$9,580.49 (Claim No. 7 on the Court's claims register) asserting a Section 507(a)(8)
21 Priority Tax Claim. Pursuant to a Notice of Withdrawal filed with the Court on April 4, 2011
22 (docket number 93) Claim No. 7 was withdrawn.

23 **Orange County Treasurer-Tax Collector.** The Orange County Treasurer-Tax
24 Collector filed three Proofs of Claim (Claim No. 6 for \$280, Claim No. 8 for \$294, and Claim
25 No. 9 for \$294). The three claims appear to be duplicates. The amounts asserted owed in the
26 three claims filed by the Orange County Treasurer-Tax Collector have been paid.

27 In the event the Debtor has Allowed Priority Tax Claims, such Allowed Priority Claims
28 will be paid either (i) in full on the Effective Date or (ii) in full within five years after the Petition

Date, with payments to commence on the Effective Date, and shall include annual interest at the rate of 2.00%.

C. Classified Claims

1. Classes of Secured Claims

Secured Claims are Claims secured by liens on property of the Estate. The following chart lists all classes containing the Debtor’s prepetition Secured Claims and their treatment under the Plan.

<u>Class No.</u>	<u>Description</u>	<u>Impaired</u>	<u>Treatment</u>
1	<p>Secured Claim of AVB</p> <p><u>Collateral description:</u> All goods, equipment, accounts, assessments to homeowners, and the Debtor’s interest in real property and all fixtures with respect to the Recreational Common Area, with such collateral more particularly described in the Settlement Documents.</p> <p><u>Nature of lien:</u> The Settlement Documents which includes a (1) Deed of Trust recorded on March 29, 2011 (recording number 2011000160146) as provided under the terms of the AVB Settlement Documents; (2) Commercial Security Agreement; and (3) UCC-1 filings with the California Secretary of State (filing number 11-726436493) and the Orange County Recorder (recording number 2011000160147)</p> <p><u>Priority:</u> First as provided under the terms of the AVB Settlement Documents</p> <p><u>Claim Amount:</u> \$2,000,000 as provided under the terms of the AVB Settlement Documents</p> <p><u>Insider of the Debtor:</u> No</p>	<p>Yes</p> <p>The Claimant in this class is entitled to vote on the Plan.</p>	<p>Payments to this Creditor shall be paid in accordance with the terms of the AVB Settlement Documents, the AVB Settlement Order and the AVB Funding Order.</p>

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2. Classes of Priority Unsecured Claims

Certain Priority Claims that are referred to in Code Sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), and 507(a)(7) are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a Claim receive cash on the Effective Date equal to the allowed amount of such Claim. However, a Class of unsecured Priority Claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claim. **The Debtor is not aware of any Section 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) Priority Claims.**

3. Class of General Unsecured Claims

General Unsecured Claims are unsecured claims not entitled to priority under Code Section 507(a). The following chart identifies the Plan’s treatment of the classes of Claims containing all of Debtor’s General Unsecured Claims. **Exhibit 3** to the Disclosure Statement provides information about each General Unsecured Claim and indicates that there a total of approximately \$276,813.94 in General Unsecured Claims, which includes Disputed Claims:

<u>Class No.</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
2	Class of Unsecured Claims	Yes Creditors in this Class are entitled to vote.	On their respective Ballots, holders of Allowed General Unsecured Claims may elect to receive one of following three alternative forms for treatment: Option One: 50% of their Allowed Claim, within thirty days of the Effective Date, Option Two: 75% of their Allowed Claim payable over 18 months from the Effective Date; or Option Three: 100% of their Allowed Claim payable over 36 months from the Effective Date with interest at the rate of 3% Creditors that do not specify on their Ballot which treatment they elect shall receive treatment under Option One above (50% of their Allowed Claim, within thirty days of the Effective Date.)

1 **4. Class of Interest Holders**

2 Interest holders are the parties who hold ownership interest (i.e., equity interest) in the
3 Debtor. Because the Debtor is a non-profit corporation, the Debtor does not have shareholders in
4 the normal sense and no distribution to shareholders is provide for under the Plan.

5 **Notwithstanding any other provision of the Plan, no payments or distributions shall**
6 **be made on account of any Disputed Claim until such Claim becomes an Allowed Claim,**
7 **and then only to the extent it becomes an Allowed Claim. Any Proof of Claim filed which**
8 **differs from the Scheduled amount is deemed to be a Disputed Claim.**

9 **D. Means of Effectuating the Plan**

10 The Debtor’s Plan is a reorganization plan. The Debtor will continue to operate as the
11 homeowners association for Laguna Village and will make payments under the Plan from cash
12 on hand on the Effective Date, from the collection of regular monthly assessments against
13 homeowners and from the collection of special assessments imposed on homeowners in
14 accordance with the provisions of the AVB Settlement Order, the Debtor’s governing documents
15 and/or California Civil Code Section 1366(b).

16 **E. Post-Confirmation Management**

17 Upon the Effective Date, the Reorganized Debtor shall continue to be controlled and
18 managed by the officers and directors of the Debtor consistent with the Debtor’s bylaws. The
19 Debtor does not anticipate any changes to the voting requirements, terms, duties or other details
20 of the bylaws. The Debtor will also be assisted in its management duties by Seabreeze
21 Management Company Incorporated.

22 The Debtor under the direction of its current President, William F. Whalen, shall act as
23 the Disbursing Agent for the purpose of making all distributions provided for under the Plan.
24 **The Disbursing Agent shall serve without bond and shall receive no compensation for**
25 **Disbursing Agent services rendered and expenses incurred pursuant to the Plan as follows.**

26 The Disbursing Agent shall be responsible for all actions necessary to maintain and
27 maximize the Debtor’s business affairs. The Disbursing Agent shall be responsible for the
28 operation of the Debtor’s business, preservation of assets, and pursuit of any claims held by the

1 Debtor's Estate, including any Avoidance Actions and Post-Confirmation Estate Claims, and for
2 the distribution of the Debtor's cash or any recoveries to Creditors pursuant to the provisions of
3 the Bankruptcy Code and the Plan. The duties of the Disbursing Agent shall also include
4 preparing and filing the Post-Confirmation status reports with the Office of the United States
5 Trustee and paying all Post-Confirmation quarterly fees of the Office of the United States
6 Trustee until the case is dismissed or a final decree has been entered, whichever occurs first.

7 **F. Employment and Compensation of Professionals**

8 The Debtor does not anticipate that professionals will be employed to assist with its
9 duties herein other than the professionals that were employed by the Debtor pursuant to Court
10 order during the case. In carrying out its duties under the Plan, the Disbursing Agent shall use
11 the services of its professionals employed by order of the Bankruptcy Court prior to confirmation
12 of the Plan. The continued employment of such professionals will save the fees and costs
13 associated with counsel not already familiar with the matters which the professionals will
14 undertake. Since their involvement in Debtor's case, the professionals have conducted
15 investigations and obtained special knowledge that will assist the Disbursing Agent in carrying
16 out the provisions of the Plan and assist with the winding up of the case including claims
17 objections.

18 Except as set forth herein to the contrary, any professional employed by the Disbursing
19 Agent in this case after the confirmation of the Plan seeking payment of its Post-Confirmation
20 fees and costs will be entitled to seek payment of such fees and costs without the need for any
21 further order of the Court.

22 **G. Risk Factors**

23 The proposed Plan has the following risks:

24 1. The financial projections contained in this Disclosure Statement are based on
25 assumptions described therein. However, the Plan and the financial projections are subject to
26 certain risk factors which cannot reasonably be determined at this time. The risk factors
27 discussed below assume confirmation and consummation of the Plan and the transactions
28 contemplated by the Plan, and do not include matters, other than risks pertaining to the ability of

1 the Debtor to fund the Plan and to pay Creditors, that could prevent confirmation or
2 consummation. Prior to voting on the Plan, each holder of an impaired Claim should carefully
3 consider the risk factors enumerated or referred to below as well as all of the information
4 contained in the Disclosure Statement, the Plan, and the exhibits hereto and thereto.

5 2. If the Plan is not confirmed and consummated, there can be no assurance that
6 AVB will not seize substantially all of the Debtor's cash, that the bankruptcy case will continue
7 rather than be converted to a liquidation, or that any alternative plan of reorganization would be
8 on terms as favorable to the holders of the impaired Claims as the terms of the Plan.

9 3. The estimate of the distributions which will be made to the holders of Allowed
10 Claims represents a projection of future events based upon certain assumptions made by the
11 Debtor. This performance is not assured. Among other things, the Debtor assumes that the
12 homeowners of Laguna Village will continue to pay post-petition assessments in full and on time
13 and that the Debtor will be able to collect from those who do not pay. There is a risk that these
14 assumptions by the Debtor will be incorrect including that the delinquency rate will be higher
15 than projected and that costs for repairs and maintenance are higher than projected.

16 4. By reason of the uncertainties inherent in the predictions of future events, the
17 actual distributions which will be made to the holders of Allowed Claims may well be different
18 from those projected, and such difference may well be material and adverse to the interest of
19 Creditors.

20 5. The Debtor's estimate as to its tax liability has been valued as unknown. The
21 Debtor is unable to estimate its annual tax liability until it knows the amount of income that may
22 be generated in the tax year and all deductions that the Debtor will be able to take to reduce the
23 amount of such gross income for the tax year in question. However, there is no guarantee as to
24 future events. By reason of the uncertainties inherent in the predictions of future events (the
25 amount of income to be generated in a tax year) and the actual deductions available to the
26 Debtor, the amount of tax liability may well be adverse to the interest of Creditors.

27 The risk factors discussed herein assume confirmation and consummation of the Plan and
28 the transactions contemplated by the Plan, and do not include matters, other than risks pertaining

1 to the ability of the Debtor to fund the Plan and to pay Creditors, that could prevent confirmation
2 or consummation. Prior to voting on the Plan, each holder of an impaired Claim should carefully
3 consider the risk factors enumerated or referred to below as well as all of the information
4 contained in this Disclosure Statement, the Plan, and the exhibits hereto and thereto.

5 **H. Post-Confirmation Estate Claims**

6 The right to enforce, litigate, collect, and settle, on behalf of the Estate (at the expense of
7 the Estate), any and all Claims and causes of action which constitute property of the Estate
8 including, but not limited to, any Avoidance Actions, whether or not such Claims or causes of
9 action are the subject of litigation pending as of the Effective Date (collectively, the “Post-
10 Confirmation Estate Claims”), shall be vested solely in the Reorganized Debtor as of the
11 Effective Date. From and after the Effective Date, the Reorganized Debtor shall have the sole
12 right to enforce, file, prosecute, collect, or settle, any Post-Confirmation Estate Claims.

13 The Debtor is investigating whether it has any Post-Confirmation Estate Claims to pursue
14 with respect to the management of the Debtor prior to the Petition Date, acts and/or omissions by
15 Debtor’s officers, directors and outside management companies prior to the Petition Date,
16 professional negligence and/or malpractice by attorneys and other professionals or consultants
17 who advised and/or represented the Debtor in connection with litigation or other legal matters
18 prior to the Petition Date, including with respect to the AVB State Court Action, and which may
19 arise out of or relate to the Debtor’s entry into the PAO Covenant, including claims against PAO.
20 The Debtor expressly reserves the right to commence litigation or assert claims against any and
21 all of its former officers, directors, management companies, attorneys, accountants, other
22 professionals, consultants and any other person or entity to the extent permitted by applicable
23 non-bankruptcy law.

24 Any litigation based upon Post-Confirmation Estate Claims will be filed no later than two
25 (2) years year after the Effective Date, or within any applicable limitations period, or within such
26 additional period of time as the Bankruptcy Court may allow upon motion of the Reorganized
27 Debtor, after such notice as the Bankruptcy Court may deem appropriate. In the event that
28 litigation based upon any Post-Confirmation Estate Claim is not timely commenced, such Post-

1 Confirmation Estate Claim will be deemed forever waived by the Estate and neither the
2 Reorganized Debtor, nor any other party-in-interest will have the right to pursue the same;
3 provided, however, that any such Post-Confirmation Estate Claim, may be utilized as a defense
4 against or offset to any Claim or cause of action which may be brought against the Estate.

5 Notwithstanding the rights of the Reorganized Debtor with respect to Post-Confirmation
6 Estate Claims, nothing in the Plan will require the Reorganized Debtor to prosecute or litigate
7 any such matters, all of which may be decided by the Reorganized Debtor in its sole discretion.

8 THE DEBTOR HAS NOT FULLY REVIEWED WHETHER POST-CONFIRMATION
9 ESTATE CLAIMS EXIST, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT
10 THERE ARE ANY AVOIDANCE ACTIONS OR OTHER ACTIONS DESCRIBED ABOVE
11 WHICH MAY BE BROUGHT AFTER THE EFFECTIVE DATE. THIS INVESTIGATION IS
12 ONGOING AND WILL OCCUR IN LARGE PART AFTER THE EFFECTIVE DATE, AS A
13 RESULT, CREDITORS AND OTHER PARTIES-IN-INTEREST SHOULD BE, AND ARE
14 PURSUANT TO THE TERMS OF THE PLAN, SPECIFICALLY ADVISED THAT,
15 NOTWITHSTANDING THAT THE EXISTENCE OF ANY PARTICULAR POST-
16 CONFIRMATION ESTATE CLAIM MAY NOT BE LISTED, DISCLOSED, OR SET FORTH
17 IN THE PLAN OR THE DISCLOSURE STATEMENT, A POST-CONFIRMATION ESTATE
18 CLAIM MAY BE BROUGHT AGAINST ANY CLAIMANT AT ANY TIME, SUBJECT TO
19 THE BAR DATE LIMITATIONS SET FORTH IN THE PLAN.

20 **I. Objections to Claims**

21 The right to litigate, resolve, and settle objections to Claims (at the expense of the Estate),
22 whether or not the subject of litigation as of the Effective Date, will be vested solely in the
23 Reorganized Debtor as of the Effective Date. From and after the Effective Date, the
24 Reorganized Debtor shall have the sole right to file, prosecute, litigate, and settle any objections
25 to Claims, whether or not any such objection is pending as of the Effective Date.

26 Notwithstanding that the Reorganized Debtor shall have the right to file, litigate,
27 prosecute, and settle objections to Claims on behalf of the Estate, nothing contained herein will
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1 be deemed to obligate the Reorganized Debtor to take any such actions, all of which will be
2 determined in the Reorganized Debtor's sole discretion.

3 **Any Claims listed as Disputed in the Plan and Disclosure Statement and the**
4 **Exhibits attached thereto will be subject to claims objections proceedings.** HOWEVER,
5 THE DEBTOR HAS NOT FULLY REVIEWED THE CLAIMS OR DETERMINED
6 WHETHER OBJECTIONS TO CLAIMS EXIST. THIS INVESTIGATION IS ONGOING
7 AND WILL OCCUR IN LARGE PART AFTER THE EFFECTIVE DATE. CREDITORS
8 AND OTHER PARTIES-IN-INTEREST SHOULD BE, AND ARE PURSUANT TO THE
9 TERMS OF THE PLAN SPECIFICALLY ADVISED THAT, NOTWITHSTANDING THAT
10 THE EXISTENCE OF ANY PARTICULAR OBJECTION TO CLAIM MAY NOT BE
11 LISTED, DISCLOSED, OR SET FORTH IN THE PLAN OR DISCLOSURE STATEMENT,
12 AN OBJECTION TO CLAIM MAY BE BROUGHT AGAINST ANY CLAIMANT AFTER
13 THE EFFECTIVE DATE.

14 **J. Pending Disputed General Unsecured Claims as of the Date of Distribution**

15 In the event that any objection to any General Unsecured Claim should be pending as of
16 the date on which a distribution is owed to the holder of such General Unsecured Claim, no
17 distribution will be made on account of such disputed General Unsecured Claim until such
18 Disputed Claim has been determined and allowed by a Final Order. In the event that a Disputed
19 Claim is allowed by a Final Order, within five Business Days after such Disputed Claim is
20 allowed by such Final Order, such Allowed General Unsecured Claim will be paid to the extent
21 of the distributions previously made on account of Allowed General Unsecured Claims in the
22 same Class. Further distributions, if any, on account of such Allowed General Unsecured Claim
23 will be paid directly to the holder of such Allowed General Unsecured Claim, in an aggregate
24 amount not to exceed the amount of the General Unsecured Claim allowed by the Final Order.

25 **K. Unclaimed Distributions**

26 Distributions to holders of Allowed Claims will be made either: (a) at the addresses set
27 forth in the Proof of Claim filed by the Creditor; or (b) at the address set forth in any written
28 notice of address change delivered to the Debtor or the Reorganized Debtor after the date on

1 which any related Proof of Claim was filed; or (c) at the address reflected in the Schedules
2 relating to the applicable Allowed Claim if no Proof of Claim has been filed by the Creditor and
3 neither the Debtor nor the Reorganized Debtor has received a written notice of a change of
4 address.

5 The Reorganized Debtor shall not be required to perform any investigation or inquiry as
6 to the proper address for such Creditor if the address stated in any Proof of Claim filed by the
7 Creditor, written notice of change of address filed by the Creditor, or in the Schedules is
8 incorrect.

9 Any unclaimed distribution provided for under the Plan (which will include: (a) checks
10 which have been returned as undeliverable without a proper forwarding address; (b) checks
11 which were not mailed or delivered because of the absence of a proper address to which to mail
12 or deliver the same; or (c) checks which remain un-negotiated for a period of ninety (90) days,
13 will be retained and utilized by the Reorganized Debtor.

14 **L. Other Provisions of the Plan**

15 **1. Executory Contracts and Unexpired Leases**

16 **a. Assumptions**

17 The following are the unexpired leases and executory contracts that are to be assumed as
18 obligations of the Reorganized Debtor under the Plan:

19

<u>Party to Executory Contract or Lease</u>	<u>Description</u>
Air Quality Specialists Attn President 22501 Chase Suite 8307 Aliso Viejo, CA 92656	mold inspection and sampling services agreement
Barrera and Company Inc Attn President 2207 Garnet Avenue Suite H San Diego, CA 92109	reserve funding study services agreement
Coast Landscape a California corporation Attn Michael Dunn Landscape Services Director 1418 North Hundley Street Anaheim, CA 92806	landscaping services agreement

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<u>Party to Executory Contract or Lease</u>	<u>Description</u>
Entre-Manure LLC Attn Managing Member 24481 Alta Vista Drive Suite 2 Dana Point, CA 92629	pet waste clean-up services agreement
Marco Polo Pool & Spa Inc Attn President 15641 Product Lane #A-4 Huntington Beach, CA 92649	pool services agreement
Skyline Security Management Inc Attn President 9027 Florence Avenue Downey, CA 90240	alarm monitoring services agreement
Patrol One Attn President PO Box 5487 Orange, CA 92863-5487	security services agreement
Tops Software LLC Attn Managing Member 364C Christopher Avenue Gaithersburg, MD 20879	software maintenance agreement
Pacific Air Quality Testing Attn President 2628 O'Brien Place Escondido, CA 92027	inspection, screening and mold sampling services agreement

b. **General Assumption Procedures**

On the Effective Date, each of the unexpired leases and executory contracts listed above shall be assumed as obligations of the Reorganized Debtor. The Order of the Court confirming the Plan shall constitute an Order approving the assumption of each lease and contract listed above. If you are a party to a lease or contract to be assumed and you object to the assumption of your lease or contract, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

Any monetary defaults under each executory contract or unexpired lease to be assumed under the Plan will be satisfied, pursuant to Section 365 of the Bankruptcy Code, in either of the following ways: (1) by payment of the default amount in quarterly cash installments commencing on the Effective Date and continuing for one year; or (2) by payment of the default

1 amount on such other terms as agreed to by the Reorganized Debtor and the non-debtor parties to
2 such executory contract or unexpired lease.

3 In the event of a dispute regarding (i) the amount or timing of any cure payments, (ii) the
4 ability of the Reorganized Debtor to provide adequate assurance of future performance under the
5 executory contract or unexpired lease to be assumed, or (iii) any other matter pertaining to
6 assumption (or assumption and assignment) of the executory contract or unexpired lease to be
7 assumed, the Reorganized Debtor will pay any undisputed cure amount when such payments
8 otherwise are due under the Plan, and the disputed amounts will be paid following the entry of a
9 Final Order resolving the dispute and approving assumption.

10 c. **Rejections**

11 On the Confirmation Date, except for any executory contract or unexpired lease
12 specifically assumed or rejected pursuant to a prior order of the Bankruptcy Court or assumed
13 pursuant to the Plan, each executory contract or unexpired lease entered into by the Debtors prior
14 to the Petition Date that has not previously expired or terminated pursuant to its own terms will
15 be deemed rejected pursuant to Section 365 of the Bankruptcy Code. Therefore, rejections
16 include but are not limited to the following:

17

<u>Party to Executory Contract or Lease</u>	<u>Description</u>
18 Calico Building Services Inc 19 Attn President 20 15550-C Rockfield Blvd Irvine, CA 92618	Janitorial services agreement
21 Inland Desert Security & Communications 22 dba Professional Answering Services 23 Attn President 300 S Sycamore Avenue Rialto, CA 92376	answering service agreement

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25 The order confirming the Plan shall constitute an Order approving the rejection of the
26 lease or contract. If you are a party to a contract or lease to be rejected and you object to the
27 rejection of your contract or lease, you must file and serve your objection to the Plan within the
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1 deadline for objecting to the confirmation of the Plan. See Section I.B.3. of the Disclosure
2 Statement for the specific date.

3 THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM
4 ARISING FROM THE REJECTION OF LEASE OR CONTRACT IS THIRTY DAYS FROM
5 THE CONFIRMATION DATE. Any Claim based on the rejection of a contract or lease will be
6 barred if the proof of Claim is not timely filed, unless the Court later orders otherwise.

7 Proofs of Claim for any Claims arising by reason of any rejection of executory contracts
8 or unexpired leases pursuant to the Plan shall be filed and served upon the Disbursing Agent and
9 counsel for the Disbursing Agent within thirty days after the Confirmation Date. In the event
10 that any such Proof of Claim is not filed and served as set forth herein, such Claim will be
11 deemed conclusively to be waived and will be forever barred in the Case, without further notice.
12 Any Claim timely asserted hereunder arising out of the rejection of an executory contract or
13 unexpired lease will be deemed to be a General Unsecured Claim under the Plan, but will not
14 automatically become an Allowed Claim.

15 **2. Changes in Rates Subject to Regulatory Commission Approval**

16 The Debtor is not subject to governmental regulatory commission approval of rates. The
17 Debtor is not regulated by a governmental commission.

18 **3. Retention of Jurisdiction**

19 Until this Plan has been fully consummated, the Bankruptcy Court shall retain
20 jurisdiction to the extent provided by law, including, but not limited to, the following purposes:

21 1. The classification, allowance, disallowance, or estimation of the Claim of any
22 Claimant and the re-examination of Claims which have been allowed for the purposes of
23 determining acceptance of the Plan at the time of the Confirmation Hearing and the
24 determination of such objections as may be filed to Claims. The failure by the Debtor to object
25 to or to examine any Claim for the purpose of determining acceptance of this Plan shall not be
26 deemed to be a waiver of the right of Debtor to object to or to re-examine the Claim, in whole or
27 in part, at a later date.

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1 2. Except for as otherwise provided herein, the determination of all questions and
2 disputes regarding title to the assets of Debtor, the Estate, or the Reorganized Debtor and the
3 determination of all causes of action, controversies, disputes, or conflicts, whether or not subject
4 to any action pending as of the Confirmation Date, in which the Debtor or the Reorganized
5 Debtor is a party.

6 3. The correction of any defect, the curing of any omission, or the reconciliation of
7 any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the
8 purposes and intent of the Plan.

9 4. The resolution of any motions, adversary proceedings, contested or litigated
10 matters and any other matters and grant or deny any applications involving the Debtor or the
11 Reorganized Debtor that may be pending on the Effective Date.

12 5. The modification of the Plan after confirmation pursuant to the Bankruptcy Code
13 and the Bankruptcy Rules, or if in the best interests of the Estate and the Creditors, modification
14 of this Plan even after the Plan has been substantially consummated.

15 6. The enforcement and interpretation of the terms and conditions of the Plan or the
16 Confirmation Order, and the determination of such matters, and the making of such orders
17 consistent with the Plan as may be necessary or desirable to effectuate the provisions of the Plan.

18 7. The determination, either before or after the closing of this bankruptcy case, of
19 any Claims concerning state, local, and federal taxes pursuant to Section 346, 505, 525, or 1146
20 of the Bankruptcy Code or other applicable law, and the Debtor's, Reorganized Debtor's, or the
21 Estate's entitlement, if any, to tax attributes which may have been property of the Estate, either
22 before or after the closing of this bankruptcy case.

23 8. The shortening or extending, for cause, of the time fixed for doing any act or
24 thing under the Plan, on such notice, if any, as the Bankruptcy Court shall determine to be
25 appropriate.

26 9. The entry of any order, including, without limitation, any injunction, to enforce
27 the title, rights, and powers of the Debtor or the Reorganized Debtor and such limitations,
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1 restrictions, terms, and conditions of such title, rights, and powers as the Bankruptcy Court may
2 deem necessary.

3 10. The determination of any disputes arising under or relating to any order entered
4 by the Bankruptcy Court in the bankruptcy case.

5 11. The determination of the validity, extent, or priority of any liens and security
6 interests against property of Debtor, the Reorganized Debtor, or the Estate.

7 12. The determination of all actions and proceedings which relate to pre-confirmation
8 matters affecting the Debtor or the Estate whether such action or proceeding is brought before or
9 after the Effective Date.

10 13. The liquidation or allowance of any Claim as well as any objection or dispute
11 concerning any Claim of the Estate.

12 14. The determination of all questions and disputes regarding collection of assets of
13 Debtor or the Estate as of the Confirmation Date.

14 15. The entry of an order concluding and terminating the bankruptcy case.

15 16. Such other matters to the extent provided by law.

16 **M. Tax Consequences of the Plan**

17 CREDITORS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX
18 LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS
19 AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely
20 for the purpose of alerting readers about possible tax issues the Plan may present to the Debtor.
21 The Debtor CANNOT and DOES NOT represent that the tax consequences contained below are
22 the only tax consequences of the Plan because the Tax Code embodies many complicated rules
23 which make it difficult to state completely and accurately all the tax implications of any action
24 on the Debtor's tax liability.

25 DUE TO THE UNSETTLED AND COMPLEX NATURE OF SOME OF THE TAX
26 ISSUES, AS WELL AS THE POSSIBILITY THAT DEVELOPMENTS SUBSEQUENT TO
27 THE DATE HEREOF COULD AFFECT THE TAX CONSEQUENCES OF THE PLAN, THE
28 FOLLOWING DISCUSSION SHOULD NOT BE REGARDED AS DEFINITIVE OR AS

1 COVERING ALL POSSIBLE TAX CONSEQUENCES. ADDITIONALLY, THIS
2 SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION
3 THAT MAY BE RELEVANT TO A PARTICULAR CREDITOR OR HOLDER OF AN
4 EQUITY INTEREST IN LIGHT OF ITS INDIVIDUAL CIRCUMSTANCES OR TO
5 CERTAIN CREDITORS AND HOLDERS OF EQUITY INTERESTS SUBJECT TO SPECIAL
6 TREATMENT UNDER THE FEDERAL INCOME TAX LAWS (FOR EXAMPLE, LIFE
7 INSURANCE COMPANIES, TAX-EXEMPT ORGANIZATIONS, FOREIGN
8 CORPORATIONS AND INDIVIDUALS WHO ARE NOT CITIZENS OR RESIDENTS OF
9 THE UNITED STATES).

10 THIS SUMMARY DOES NOT DISCUSS ANY ASPECT OF STATE, LOCAL OR
11 FOREIGN TAXATION. HOLDERS OF CLAIMS ARE STRONGLY URGED TO CONSULT
12 WITH THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES
13 (FEDERAL, STATE, LOCAL, AND FOREIGN) TO THEM OF THE PLAN.

14 This summary is based upon the laws, regulations, rulings, and decisions in effect on the
15 date hereof and upon certain proposed and temporary regulations, all of which are subject to
16 change (possibly with retroactive effect) by legislation, administrative action or judicial decision.
17 Moreover, due to a lack of definitive judicial or administrative authority and interpretation,
18 substantial uncertainties exist with respect to various tax consequences of the Plan as discussed
19 herein. No rulings have been or are expected to be requested from the IRS or any state tax
20 agency concerning any of the tax matters described herein. There can be no assurance that the
21 IRS or any state tax agency will not challenge the positions taken by the Debtor with respect to
22 any of the issues addressed herein or that a court of competent jurisdiction would not sustain
23 such a challenge.

24 The amount of tax liabilities, if any, will be effected by any deductions the Debtor will be
25 entitled to during the year. Based upon preliminary discussions with its professionals, and due to
26 its status as a non-profit California corporation, Debtor does not expect that the Plan will result
27 in any significant federal income tax consequences to Debtor. Nonetheless, at this time the
28

1 Debtor cannot estimate the amount of tax liabilities that will be incurred through the transactions
2 contemplated by the Plan.

3 **V. CONFIRMATION REQUIREMENTS AND PROCEDURES**

4 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN
5 SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON
6 CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The following
7 discussion is intended solely for the purpose of alerting readers about basic confirmation issues,
8 which they may wish to consider, as well as certain deadlines for filing Claims. The Debtor
9 CANNOT and DOES NOT represent that the discussion contained below is a complete summary
10 of the law on this topic.

11 Many requirements must be met before the Court can confirm a Plan. Some of the
12 requirements include that the Plan must be proposed in good faith, acceptance of the Plan,
13 whether the Plan pays Creditors at least as much as Creditors would receive in a Chapter 7
14 liquidation, and whether the Plan is feasible. These requirements are not the only requirements
15 for confirmation.

16 **A. Who May Vote or Object**

17 **1. Who May Object to Confirmation of the Plan**

18 Any party in interest may object to the confirmation of the Plan, but as explained below
19 not everyone is entitled to vote to accept or reject the Plan.

20 **2. Who May Vote to Accept the Plan**

21 A Creditor has a right to vote for or against the Plan if that Creditor has a Claim which is
22 both (1) allowed or allowed for voting purposes and (2) classified in an impaired class.

23 **3. What is an Allowed Claim**

24 As noted above, a Creditor or interest holder must first have an Allowed Claim or interest
25 to have the right to vote. Generally, any proof of Claim or interest will be allowed, unless a
26 party in interest brings a motion objecting to the Claim. When an objection to a Claim or interest
27 is filed, the Creditor or interest holder holding the Claim or interest cannot vote unless the Court,
28 after notice and hearing, either overrules the objection or allows the Claim for voting purposes.

1 **THE BAR DATE FOR FILING A PROOF CLAIM IN THIS BANKRUPTCY**
2 **CASE IS JANUARY 12, 2011.** A Creditor may have an Allowed Claim even if a proof of
3 Claim was not timely filed. A Claim is deemed allowed if (1) it is scheduled on the Debtor's
4 Schedules and such Claim is not scheduled as disputed, contingent, or unliquidated, and (2) no
5 party in interest has objected to the Claim.

6 **4. What is an Impaired Claim**

7 As noted above, an Allowed Claim only has the right to vote if it is in a class that is
8 impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or contractual
9 rights of the members of that class. For example, a class comprised of general unsecured
10 Creditors is impaired if the Plan fails to pay the members of that class 100% of what they are
11 owed. In this case, the Debtor believes that all Classes of Creditors are impaired. Parties who
12 dispute the Debtor's characterization of their Claim as being impaired or unimpaired may file an
13 objection to the Plan contending that the Debtor has incorrectly characterized their Claim.

14 **5. Who is Not Entitled to Vote**

15 The following four types of Claims are not entitled to vote: (1) Claims that have been
16 disallowed; (2) Claims in unimpaired classes; (3) Claims entitled to priority pursuant to Code
17 Sections 507(a)(2), 507(a)(3), and 507(a)(8); and (4) Claims in classes that do not receive or
18 retain any value under the Plan.

19 Claims in unimpaired classes are not entitled to vote because such classes are deemed to
20 have accepted the Plan.

21 Claims entitled to priority pursuant to Code Sections 507(a)(2), 507(a)(3), and (a)(8) are
22 not entitled to vote because such Claims are not placed in classes and they are required to receive
23 certain treatment specified by the Code.

24 Claims in classes that do not receive or retain any value under the Plan do not vote
25 because such classes are deemed to have rejected the Plan.

26 **EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL**
27 **HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.**

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6. Who Can Vote in More Than One Class

A Creditor whose Claim has been allowed in part as a secured Claim and in part as an General Unsecured Claim is entitled to accept or reject a Plan in both capacities by casting one ballot for the secured part of the Claim and another ballot for the unsecured Claim.

7. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless that Plan is eligible to be confirmed by “cramdown” on non-accepting classes, as discussed below.

8. Votes Necessary for a Class to Accept the Plan

A class of Claims is considered to have accepted the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Claims which actually voted, voted in favor of the Plan.

9. Treatment of Non-Accepting Classes

As noted above, even if all impaired classes do not accept the proposed Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner required by the Code. The process by which non-accepting classes are forced to be bound by the terms of a Plan is commonly referred to as “cramdown.” The Code allows the Plan to be “crammed down” on non-accepting classes of Claims if it meets all consensual requirements except the voting requirements of Section 1129(a)(8) and if the Plan does not “discriminate unfairly” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan as referred to in 11 U.S.C. Section 1129(b) and applicable case law.

If an impaired class votes against the Plan, confirmation of the Plan is still possible (cramdown) so long as the Plan is fair and equitable and the non-consenting class is afforded certain treatment defined by the Code. That certain treatment may be very broadly defined as giving a claimant the “full value” of his claim. Such value is determined by the Court and balanced against the treatment afforded the dissenting class of creditors. If the latter is equal to or greater than the former, the Plan may be confirmed despite the objection of that dissenting

1 class, depending upon the treatment of junior claims. In particular, senior claims must be
2 satisfied in full prior to payment of junior claims, unless the holder of senior claims agree to
3 different treatment. This principle, commonly known as the “absolute priority rule,” applies only
4 in cases when a class of unsecured claims is impaired and does not accept the Plan. In that
5 event, the absolute priority rule does not apply to all classes of unsecured claims, but only to the
6 dissenting class and classes junior to the dissenting class.

7 **10. Request for Confirmation Despite Nonacceptance by Impaired Class(es)**

8 The Debtor will ask the Court to confirm the Plan by cramdown on impaired classes if
9 such classes do not vote to accept the Plan.

10 **B. Liquidation Analysis**

11 Another confirmation requirement is the “Best Interest Test”, which requires a liquidation
12 analysis. Under the Best Interest Test, if a Claimant is in an impaired class and that Claimant
13 does not vote to accept the Plan, then that Claimant must receive or retain under the Plan
14 property of a value not less than the amount that such holder would receive or retain if the
15 Debtor’s assets were liquidated under Chapter 7 of the Bankruptcy Code.

16 In a Chapter 7 case, a debtor’s assets are usually sold by a Chapter 7 trustee. Secured
17 Creditors are paid first from the sales proceeds of properties on which the secured Creditor has a
18 lien. Administrative Claims are paid next. Next, unsecured Creditors are paid from any
19 remaining sales proceeds, according to their rights to priority. Unsecured Creditors with the
20 same priority share in proportion to the amount of their Allowed Claim in relationship to the
21 amount of total allowed unsecured Claims.

22 For the Court to be able to confirm the Plan, the Court must find that all Creditors who do
23 not accept the Plan will receive at least as much under the Plan as such holders would receive
24 under a Chapter 7 liquidation. The Debtor maintains that this requirement is met here for the
25 following reasons:

26 1. In a Chapter 7 case, a trustee is appointed and entitled to compensation from the
27 bankruptcy estate in an amount not to exceed 25% on the first \$5,000 of all moneys disbursed,
28 10% on any amount over \$5,000 but less than \$50,000, 5% on any amount over \$50,000 but not

1 in excess of \$1 million, and 3% on all amounts over \$1 million. In this case the trustee's
2 compensation and expenses is estimated to equal at least \$100,000. However, through the Plan,
3 no trustee's compensation will be incurred.

4 2. In addition, because the Chapter 7 trustee will replace the Professionals currently
5 employed by the Estate, the Chapter 7 trustee's new professionals will burden the Estate with
6 substantial fees to become familiar with the issues of this case. Although these fees are difficult
7 to estimate, they could result in additional administrative expenses to assist the trustee in pursuit
8 of the litigation claims of the Estate. For the purposes of the liquidation analysis below, the
9 estimate for the Chapter 7 administrative expenses has been conservatively estimated at
10 \$150,000 (trustee's compensation and expenses plus the compensation and expenses of his
11 professionals).

12 3. In a Chapter 7, the full amount of Secured Claims would have to be paid before
13 payment to the Unsecured Claims. In a Chapter 7, it is likely there would not be sufficient funds
14 available for the full payment to Secured Claims. As such, there likely would be no funds
15 available for Allowed General Unsecured Claims.

16 Under the Best Interests Test, all that is required is for Creditors to receive as much as
17 they would under Chapter 7 of the Bankruptcy Code. Here, the Debtor believes the Best
18 Interests Test has been met in that under the Plan, Creditors will receive as much as they would
19 receive under a Chapter 7 liquidation. Moreover, as set forth in the liquidation analysis below,
20 under a Chapter 7 liquidation, the funds available for Creditors would be less than under the
21 Plan.

22 Below is a demonstration, in balance sheet format, that all Creditors will receive at least
23 as much under the Plan as such Creditor would receive under a Chapter 7 liquidation. The
24 information regarding value of the assets has been provided by the Debtor based on its
25 familiarity with the assets and from consultations with real estate professionals.

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1 **ASSETS VALUED AT LIQUIDATION VALUES**

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE										
Cash on hand (Cash on hand reflects reduction of \$500,000 due to the anticipated payment to be made to AVB on or before May 6, 2011 under the AVB Settlement Documents)	\$1,000,000										
Accounts Receivable (Past due assessment from homeowners estimated at \$800,000 Liquidation Value represents 30% reduction)	\$560,000										
Equipment	\$13,000										
Post-Confirmation Estate Claims	Unknown Recovery										
Total Assets At Liquidation Value	\$1,573,000										
LESS LIABILITIES IN CHAPTER 7 CASE											
Less: Secured Creditor's recovery (AVB Claim)	\$2,000,000										
Less: Chapter 7 trustee's fees and expenses	\$150,000										
Less: Chapter 11 administrative expenses	\$126,044.91										
<table border="1"> <tr> <td>Shulman Hodges & Bastian LLP</td> <td>\$73,125.87</td> </tr> <tr> <td>Graham & Martin LLP</td> <td>\$52,019.04</td> </tr> <tr> <td>Clerk, Bankruptcy Court Fees</td> <td>\$250</td> </tr> <tr> <td>United States Trustee Fees</td> <td>\$650</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>\$126,044.91</td> </tr> </table>	Shulman Hodges & Bastian LLP	\$73,125.87	Graham & Martin LLP	\$52,019.04	Clerk, Bankruptcy Court Fees	\$250	United States Trustee Fees	\$650	Total	\$126,044.91	
Shulman Hodges & Bastian LLP	\$73,125.87										
Graham & Martin LLP	\$52,019.04										
Clerk, Bankruptcy Court Fees	\$250										
United States Trustee Fees	\$650										
Total	\$126,044.91										
Less: Priority Claims	\$.00										
(1) Balance for unsecured Claims	\$.00										
(2) Total amount of Unsecured Claims (Includes Disputed Claims)	\$276,813.94										
% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WOULD RECEIVE OR RETAIN IN A CHAPTER 7 LIQUIDATION:⁵	0%										
% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WILL RECEIVE OR RETAIN UNDER THIS PLAN:	Up to 100%										

5 Note: If this percentage is greater than the amount to be paid to the unsecured Creditors on a "present value basis" under the Plan, the Plan is not confirmable unless the Debtor obtains acceptance by every Creditor in an impaired class.

1 Below is a demonstration, in tabular format, that all Creditors will receive at least as
 2 much under the Plan as such Creditor would receive under a Chapter 7 liquidation.

<u>Claims and Classes</u>	<u>Plan Payout Percentage</u>	<u>Payout Percentage in a Chapter 7 Liquidation</u>
Class 1- Secured Claim of AVB	100%	75%
Administrative Claims	100%	0%
Class 2- Class of Unsecured Creditors	From 50% up to 100%	0%
Class 3 - Interest Holders	n/a	n/a

8 **C. Feasibility**

9 Another requirement for confirmation involves the feasibility of the Plan, which means
 10 that confirmation of the Plan is not likely to be followed by the liquidation, or the need for
 11 further financial reorganization, of the Debtor or any successor to Debtor under the Plan, unless
 12 such liquidation or reorganization is proposed in the Plan.

13 There are at least two important aspects of a feasibility analysis. The first aspect
 14 considers whether the Debtor will have enough cash on hand on the Effective Date of the Plan to
 15 pay all the Claims and expenses which are entitled to be paid on such date. The Debtor
 16 maintains that this aspect of feasibility is satisfied as illustrated here:

Cash the Debtor will have on hand by Effective Date (estimated)	\$1,000,000										
To Pay: Chapter 11 Administrative Claims	(\$126,044.91)										
<table border="1"> <tr> <td>Shulman Hodges & Bastian LLP</td> <td>\$73,125.87</td> </tr> <tr> <td>Graham & Martin LLP</td> <td>\$52,019.04</td> </tr> <tr> <td>Clerk, Bankruptcy Court Fees</td> <td>\$250</td> </tr> <tr> <td>United States Trustee Fees</td> <td>\$650</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>\$126,044.91</td> </tr> </table>	Shulman Hodges & Bastian LLP	\$73,125.87	Graham & Martin LLP	\$52,019.04	Clerk, Bankruptcy Court Fees	\$250	United States Trustee Fees	\$650	Total	\$126,044.91	
Shulman Hodges & Bastian LLP	\$73,125.87										
Graham & Martin LLP	\$52,019.04										
Clerk, Bankruptcy Court Fees	\$250										
United States Trustee Fees	\$650										
Total	\$126,044.91										
Balance after paying these amounts	\$873,955.09										

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 27 The sources of the cash the Debtor will have on hand by the Effective Date, as shown
 28 above are: (1) cash in the Debtor's DIP Accounts following payment of \$500,000 to AVB under

1 the AVB Settlement Documents (approximately \$900,000 on deposit), and (2) additional cash
2 the Debtor will accumulate through the Effective Date (approximately \$100,000).

3 The second aspect considers whether the Debtor will have enough cash over the life of
4 the Plan to make the required Plan payments. The Debtor contends it will have sufficient cash
5 over the life of the Plan to make the required payments, and in support of this, has provided
6 **Exhibit A** to the Disclosure Statement which includes projected financial information for the life
7 of the Plan. YOU ARE ADVISED TO CONSULT WITH YOUR ACCOUNTANT OR
8 FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE
9 FINANCIAL STATEMENTS.

10 In summary, the Plan provides for payment of all Allowed Secured Claims and provides
11 for a one hundred percent distribution on all Allowed Unsecured Claims. As the financial
12 projections demonstrate, the Debtor will have sufficient cash flow for the life of the Plan. The
13 Debtor contends the projections are feasible.

14 VI. EFFECT OF CONFIRMATION OF THE PLAN

15 A. Discharge

16 The Plan provides that upon confirmation of the Plan, the Debtor shall be discharged of
17 liability for payment of debts incurred before confirmation of the Plan to the extent specified in
18 11 U.S.C. Section 1141. However, the discharge will not discharge any liability imposed by the
19 Plan.

20 B. Exculpation

21 To the extent permitted under Bankruptcy Code Section 1125(e), upon the occurrence of
22 the Effective Date, the Debtor, the Reorganized Debtor, and its agents and professionals
23 (including counsel to the Debtor) shall be deemed to have no liability for any act or omission in
24 connection with, or arising out of, the pursuit of approval of the Disclosure Statement, the
25 solicitation of votes for confirmation of the Plan, for violation of any applicable law, rule or
26 regulation governing solicitation of acceptance or rejection of the Plan or the offer, issuance,
27 sale, or purchase of securities offered or sold under the Plan. Notwithstanding the foregoing,
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1 nothing herein shall release the Reorganized Debtor from its duties and obligations under the
2 Plan.

3 **C. Revesting of Property in the Debtor**

4 Except as provided elsewhere in the Plan, the confirmation of the Plan revests all of the
5 property of the Estate in the Debtor. After the Confirmation Date, the disposition of any assets
6 in the possession of the Debtor and/or Disbursing Agent whether by sale, settlement or
7 otherwise, shall not be subject to or require Court approval.

8 Except as set forth in the Plan to the contrary, on the Effective Date, the property of the
9 Estate will vest in the Reorganized Debtor free and clear of any Claims, liens, encumbrances, or
10 interests of Creditors, parties-in-interest, and other entities.

11 From and after the Effective Date, the Reorganized Debtor may acquire, and dispose of
12 property and settle and compromise claims without supervision by the Bankruptcy Court and
13 free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than restrictions
14 expressly imposed by the Plan, the Confirmation Order, and any document, agreement, or
15 instrument delivered in connection therewith.

16 Except as otherwise provided in the Plan or in the Confirmation Order, the rights
17 afforded in the Plan and the treatment of all Claims in the Plan will be in exchange for and in
18 complete satisfaction, discharge, and release of all Claims (including Administrative Claims and
19 any interest accrued on any Claim from and after the Petition Date) against the Debtor and any of
20 its assets and properties.

21 **D. Modification of the Plan**

22 The Debtor may modify the Plan at any time before confirmation. However, the Court
23 may require a new disclosure statement and/or re-voting on the Plan.

24 The Debtor may also seek to modify the Plan at any time after confirmation only if (1)
25 the Plan has not been substantially consummated and (2) the Bankruptcy Court authorizes the
26 proposed modifications after notice and a hearing.

27 If the Bankruptcy Court determines that a Post-Confirmation modification of the Plan is
28 in the best interest of the Estate and the Creditors, even after substantial consummation of the

1 Plan, then, notwithstanding the provisions of Section 1127(b) of the Bankruptcy Code, the
2 Bankruptcy Court may authorize such modification of the Plan, after notice and a hearing, in
3 such manner and under such conditions, as the Bankruptcy Court deems appropriate.

4 **E. Post-Confirmation Status Reports**

5 Within 120 days of the entry of the order confirming the Plan, the Disbursing Agent shall
6 file a status report with the Bankruptcy Court explaining what progress has been made toward
7 consummation of the confirmed Plan. The status report shall be served on the United States
8 Trustee, the twenty largest unsecured Creditors, and those parties who have requested special
9 notice. Further status reports shall be filed every 120 days and served on the same entities.

10 **F. Post-Confirmation Conversion/Dismissal**

11 A Creditor or party in interest may bring a motion to convert or dismiss the case under
12 Section 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the
13 Bankruptcy Court orders the case converted to Chapter 7 after the Plan is confirmed, then all
14 property that had been property of the Chapter 11 Estate, and that has not been disbursed
15 pursuant to the Plan, will revert in the Chapter 7 estate. The automatic stay will be reimposed
16 upon the reverted property, but only to the extent that relief from stay was not previously
17 authorized by the Court during this case.

18 The Confirmation Order may also be revoked under very limited circumstances. The
19 Court may revoke the Confirmation Order if the Confirmation Order was procured by fraud and
20 if a party in interest brings an adversary proceeding to revoke the Confirmation Order within 180
21 days after the entry of the Confirmation Order.

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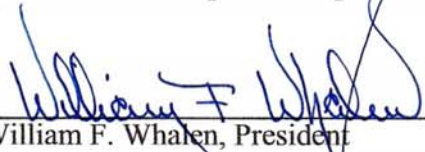
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1 **G. Final Decree**

2 Once the Estate has been fully administered as referred to in Federal Rule of Bankruptcy
3 Procedure 3022, the Reorganized Debtor, or such other party as the Court shall designate in the
4 Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a final decree to
5 close the case.

6
7 Dated: April 26, 2011

8 **LAGUNA VILLAGE OWNERS' ASSOCIATION,**
9 **a California non-profit corporation**

10 
11 _____
12 William F. Whalen, President

13 **SHULMAN HODGES & BASTIAN LLP**

14 /s/ James C. Bastian, Jr.

15 _____
16 James C. Bastian, Jr.
17 Mark Bradshaw
18 Attorneys for Laguna Village Owners' Association, Inc., a
19 California non-profit corporation
20 the Debtor and Debtor in Possession
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DECLARATION

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DECLARATION OF WILLIAM F. WHALEN

I, Whalen F. William, declare:

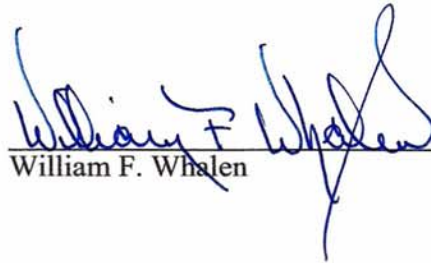
1. I am the President of Laguna Village Owners' Association, Inc., a California non-profit corporation, the debtor and debtor-in-possession herein ("Debtor"). I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto. I am also personally familiar with, and am custodian of, the records of the Debtor as they pertain to the financial records set forth herein. The records of the Debtor are made by agents of the Debtor who report to me and who have a business duty to enter the records of the Debtor accurately and at or near the time of the event which they record.

2. I make this Declaration in support of motion for approval of the Debtor's Disclosure Statement Describing the Debtor's Chapter 11 Reorganization Plan ("Disclosure Statement"). I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently thereto.

3. I have read the Disclosure Statement and, to the best of my knowledge, all of the information contained therein is true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Laguna Hills, California on April 26, 2011.



William F. Whalen

EXHIBIT 1

Projections

LAGUNA VILLAGE OWNERS' ASSOCIATION, INC.
PROJECTED INCOME/EXPENSES

Description	FYE JUNE 30, 2011												PROJECTED ANNUAL	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN							
5010 Assessment Income	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	347,320.00	4,167,840.00	4,292,875.20	4,421,661.46	4,554,311.30	4,690,940.64	4,831,668.86	4,976,618.92
5023 Bank Return Check Fees	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00	309.00	318.27	327.82	337.65	347.78	358.22
5035 Post Process Fees	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00	4,944.00	5,092.32	5,245.09	5,402.44	5,564.52	5,731.45
5040 Late Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00	37,080.00	38,192.40	39,338.17	40,518.32	41,733.87	42,985.88
5043 Lien Recording Fees	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00	25,956.00	26,734.68	27,536.72	28,362.82	29,213.71	30,090.12
5052 Collection Fees	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	13,911.29	14,328.63
5053 Pre Lein Letters	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	13,911.29	14,328.63
5060 Key Income	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
5080 Title Check Fees	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	5,004.00	5,154.12	5,308.74	5,468.01	5,632.05	5,801.01	5,975.04
5051 Clubhouse Rental	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00	4,944.00	5,092.32	5,245.09	5,402.44	5,564.52	5,731.45
5105 Attorney/Collection Fees	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	5,004.00	5,154.12	5,308.74	5,468.01	5,632.05	5,801.01	5,975.04
5110 Fines/Violations	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00	2,472.00	2,546.16	2,622.54	2,701.22	2,782.26	2,865.73
TOTAL INCOME	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	4,276,340.00	4,404,634.32	4,536,773.35	4,672,876.55	4,813,062.85	4,957,454.73	5,106,178.37

LAGUNA VILLAGE OWNERS' ASSOCIATION, INC.
PROJECTED INCOME/EXPENSES

Description	FYE JUNE 30, 2011												PROJECTED ANNUAL	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN								
Outside Services																				
6010 Audit/Tax Preparation	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	187.00	2,244.00	2,311.32	2,380.66	2,452.08	2,525.64	2,601.41	2,679.45
6012 Tax Preparation	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
6015 Reserve Study	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
6621 Patrol Service	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	6,875.00	82,500.00	84,975.00	87,524.25	90,149.98	92,854.48	95,640.11	98,509.31
Total Outside Services	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	7,312.00	87,744.00	90,376.32	93,087.61	95,880.24	98,756.65	101,719.34	104,770.92
Administrative																				
6021 Bank Charges - Reserves	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
6034 Postage	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	12,600.00	12,978.00	13,367.34	13,768.36	14,181.41	14,606.85	15,045.06
6035 Printing	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	1,833.00	21,996.00	22,655.88	23,335.56	24,035.62	24,756.69	25,499.39	26,264.37
6036 Office Supplies	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	483.00	5,796.00	5,969.88	6,148.98	6,333.45	6,523.45	6,719.15	6,920.73
6037 Office Equipment Maint	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00	618.00	636.54	655.64	675.31	695.56	716.43
6050 Fees & Licenses	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	504.00	519.12	534.69	550.73	567.26	584.27	601.80
6062 Annual Meeting Fees	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	5,004.00	5,154.12	5,308.74	5,468.01	5,632.05	5,801.01	5,975.04
6071 Website & Software Ses	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
6074 Social Committee	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	504.00	519.12	534.69	550.73	567.26	584.27	601.80
6613 Fire Alarm Monitoring	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00	1,483.20	1,527.70	1,573.53	1,620.73	1,669.35	1,719.44
7525 Keys & Locks	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
Total Administrative	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	4,370.00	52,440.00	54,013.20	55,633.60	57,302.60	59,021.68	60,792.33	62,616.10
Management Services & Payroll																				
6040 Management Services	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	22,660.00	271,920.00	280,077.60	288,479.93	297,134.33	306,048.36	315,229.81	324,686.70
6041 Management Services - Add'l	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63	17,389.11	17,910.78
Total Management Services	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	23,910.00	286,920.00	295,527.60	304,393.43	313,525.23	322,930.99	332,618.92	342,597.48
Collection Related Expenses																				
6053 Pre-Lein Letters	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00	13,596.00	14,003.88	14,424.00	14,856.72	15,302.42	15,761.49
6056 Lien Fees	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	2,310.00	27,720.00	28,551.60	29,408.15	30,290.39	31,199.10	32,135.08	33,099.13
Collection Fees	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	2,108.00	25,296.00	26,054.88	26,836.53	27,641.62	28,470.87	29,325.00	30,204.75
6077 Bad Debt	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	21,054.00	252,648.00	260,227.44	268,034.26	276,075.29	284,357.55	292,888.28	301,674.92
Total Collection Related Exps	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	26,572.00	318,865.00	328,429.92	338,282.82	348,431.30	358,884.24	369,650.77	380,740.29

LAGUNA VILLAGE OWNERS' ASSOCIATION, INC.
PROJECTED INCOME/EXPENSES

Description	FYE JUNE 30, 2011												PROJECTED ANNUAL	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN							
Legal Services													0.00	0.00	0.00	0.00	0.00	0.00	
6055 Legal Services	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00	24,720.00	25,461.60	26,225.45	27,012.21	27,822.58	28,657.26
6058 Legal - Chapter 11	8,333.00	5,833.00	3,333.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	24,996.00	25,745.88	26,518.26	27,313.80	28,133.22	28,977.21	29,846.53
Total Legal Services **** See Note 1	10,333.00	7,833.00	5,333.00	2,833.00	2,833.00	2,833.00	2,833.00	2,833.00	2,833.00	2,833.00	2,833.00	2,833.00	34,000.00	50,465.88	51,979.86	53,539.25	55,145.43	56,799.79	58,503.79
Insurance & Taxes																			
6800 Insurance Master Policy	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	17,010.00	204,120.00	210,243.60	216,550.91	223,047.44	229,738.86	236,631.02	243,729.95
6825 Insurance Workers Comp	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
6860 State Income Tax	333.00	333.00	333.00	333.00	333.00	333.00	333.00	333.00	333.00	333.00	333.00	333.00	3,996.00	4,115.88	4,239.36	4,366.54	4,497.53	4,632.46	4,771.43
6880 Taxes Property	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00	309.00	318.27	327.82	337.65	347.78	358.22
Total Insurance & Taxes	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	17,535.00	210,414.00	216,732.60	223,234.58	229,931.62	236,829.56	243,934.45	251,252.48
Utilities																			
6700 Water	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	516,000.00	531,480.00	547,424.40	563,847.13	580,762.55	598,185.42	616,130.99
6701 Water Irrigation	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	123,600.00	127,308.00	131,127.24	135,061.06	139,112.89	143,286.28
6705 Electricity	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00	43,260.00	44,557.80	45,894.53	47,271.37	48,689.51	50,150.20
6710 Gas	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	18,540.00	19,096.20	19,669.09	20,259.16	20,866.93	21,492.94
6720 Telephone	525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	6,300.00	6,489.00	6,683.67	6,884.18	7,090.71	7,303.43	7,522.53
6725 Refuse Disposal	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	14,490.00	173,880.00	179,096.40	184,469.29	190,003.37	195,703.47	201,574.58	207,621.81
6735 Internet	149.00	149.00	149.00	149.00	149.00	149.00	149.00	149.00	149.00	149.00	149.00	149.00	1,788.00	1,841.64	1,896.89	1,953.80	2,012.41	2,072.78	2,134.97
Total Utilities	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	73,164.00	877,967.00	904,307.04	931,436.25	959,379.34	988,160.72	1,017,805.54	1,048,339.71
Landscape Related																			
6500 Landscape Contract	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	28,000.00	336,000.00	346,080.00	356,462.40	367,156.27	378,170.96	389,516.09	401,201.57
6510 Landscape Replacement	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
6515 Landscpe Extras	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
6520 Irrigation Repair	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	2,496.00	2,570.88	2,648.01	2,727.45	2,809.27	2,893.55	2,980.35
7555 Tree Maintenance	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	6,484.00	77,808.00	80,142.24	82,546.51	85,022.90	87,573.59	90,200.80	92,906.82
7556 Tree Removal	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	24,996.00	25,745.88	26,518.26	27,313.80	28,133.22	28,977.21	29,846.53
Total Landscape Related	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	37,026.00	444,306.00	457,629.00	471,357.87	485,498.61	500,063.56	515,065.47	530,517.44
Janitorial Service																			
6550 Janitorial Services	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	5,700.00	5,871.00	6,047.13	6,228.54	6,415.40	6,607.86	6,806.10

LAGUNA VILLAGE OWNERS' ASSOCIATION, INC.
PROJECTED INCOME/EXPENSES

Description	FYE JUNE 30, 2011												PROJECTED ANNUAL	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN							
6551 Janitorial Supplies	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61	1,391.13	1,432.86
6552 Janitorial Extras	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00	210.12	216.42	222.92	229.60	236.49	243.59
Total Janitorial Service	592.00	592.00	592.00	592.00	592.00	592.00	592.00	592.00	592.00	592.00	592.00	592.00	7,100.00	7,317.12	7,536.63	7,762.73	7,995.61	8,235.48	8,482.55
Pest Control																			
6555 Pest Control	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	13,911.29	14,328.63
6560 Pest Control Extras	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
6565 Termites/Fungus	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	99,996.00	102,995.88	106,085.76	109,268.33	112,546.38	115,922.77	119,400.45
Total Pest Control	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	114,000.00	117,420.00	120,942.60	124,570.88	128,308.00	132,157.24	136,121.96
Pool & Spa																			
6570 Pool & Spa Maint	751.00	751.00	751.00	751.00	751.00	751.00	751.00	751.00	751.00	751.00	751.00	751.00	9,012.00	9,282.36	9,560.83	9,847.66	10,143.09	10,447.38	10,760.80
6575 Pool & Spa Repairs	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00	4,635.00	4,774.05	4,917.27	5,064.79	5,216.73	5,373.24
6580 Pool & Spa Supplies	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	13,911.29	14,328.63
Total Pool & Spa	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	2,126.00	25,517.00	26,277.36	27,065.68	27,877.65	28,713.98	29,575.40	30,462.66
Common Area Related																			
7000 Common Area Maint / Repairs	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	5,004.00	5,154.12	5,308.74	5,468.01	5,632.05	5,801.01	5,975.04
7606 Mold Remediation	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00	98,880.00	101,846.40	104,901.79	108,048.85	111,290.31	114,629.02
7607 Water Damage Repair	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	75,000.00	77,250.00	79,567.50	81,954.53	84,413.16	86,945.56	89,553.92
7608 Cave Repair / Sandbagging	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	39,996.00	41,195.88	42,431.76	43,704.71	45,015.85	46,366.33	47,757.32
7510 Electric / Lighting Repairs	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,400.00	5,562.00	5,728.86	5,900.73	6,077.75	6,260.08	6,447.88
7545 Plumbing Repairs	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	60,000.00	61,800.00	63,654.00	65,563.62	67,530.53	69,556.44	71,643.14
6517 Backflow Repair	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	2,064.12	2,126.04	2,189.82	2,255.52	2,323.19	2,392.88
7560 Roof Repairs	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	24,996.00	25,745.88	26,518.26	27,313.80	28,133.22	28,977.21	29,846.53
7546 Drains / Sewers	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	9,996.00	10,295.88	10,604.76	10,922.90	11,250.59	11,588.10	11,935.75
6616 HVAC Repairs	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
7500 Drive / Street / Walk Repairs	583.00	583.00	583.00	583.00	583.00	583.00	583.00	583.00	583.00	583.00	583.00	583.00	6,996.00	7,205.88	7,422.06	7,644.72	7,874.06	8,110.28	8,353.59
7550 Doors / Gates	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16
7557 Building Repairs - External	292.00	292.00	292.00	292.00	292.00	292.00	292.00	292.00	292.00	292.00	292.00	292.00	3,504.00	3,609.12	3,717.39	3,828.92	3,943.78	4,062.10	4,183.96
7565 Signs	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
7572 Gym/Recreational Facilities	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00	1,025.88	1,056.66	1,088.36	1,121.01	1,154.64	1,189.28
Total Common Area Repairs	27,907.00	27,907.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	27,908.00	334,900.00	344,930.52	355,278.44	365,936.79	376,914.89	388,222.34	399,869.01

LAGUNA VILLAGE OWNERS' ASSOCIATION, INC.
PROJECTED INCOME/EXPENSES

Description	FYE JUNE 30, 2011												PROJECTED ANNUAL	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN								
Total Operating Expenses ***See Note 2	240,347.00	237,847.00	235,348.00	232,848.00	232,848.00	232,848.00	232,848.00	232,848.00	232,848.00	232,848.00	232,848.00	232,848.00	2,794,173.00	2,893,426.56	2,980,229.36	3,069,636.24	3,161,725.32	3,256,577.08	3,354,274.40	
Reserve Funding																				
9015 Furniture, Fixtures & Equipment	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	7,647.00	91,758.00	94,510.74	97,346.06	100,266.44	103,274.44	106,372.67	109,563.85	
9080 Pool/Spa	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	3,047.00	36,559.00	37,655.77	38,785.44	39,949.01	41,147.48	42,381.90	43,653.36	
9016 Fencing	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	2,848.00	34,180.00	35,205.40	36,261.56	37,349.41	38,469.89	39,623.99	40,812.71	
9058 Painting	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	18,423.00	221,075.00	227,707.25	234,538.47	241,574.62	248,821.86	256,286.52	263,975.11	
9065 Roofs	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	54,967.00	659,601.00	679,389.03	699,770.70	720,763.82	742,386.74	764,658.34	787,598.09	
9067 Structural Replacement Repairs	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	13,032.00	156,383.00	161,074.49	165,906.72	170,883.93	176,010.44	181,290.76	186,729.48	
9070 Decks	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	8,194.00	98,323.00	101,272.69	104,310.87	107,440.20	110,663.40	113,983.30	117,402.80	
9075 Streets & Drives	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	15,357.00	184,288.00	189,816.64	195,511.14	201,376.47	207,417.77	213,640.30	220,049.51	
Total Reserves	123,515.00	123,515.00	123,515.00	123,514.00	123,514.00	123,514.00	123,514.00	123,514.00	123,514.00	123,514.00	123,514.00	123,514.00	1,482,167.00	1,526,632.01	1,572,430.97	1,619,603.90	1,668,192.02	1,718,237.78	1,769,784.91	
TOTAL OPERATING EXPENSES AND RESERVES	363,862.00	361,362.00	358,863.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	356,362.00	4,276,340.00	4,420,058.57	4,552,660.33	4,689,240.14	4,829,917.34	4,974,814.86	5,124,059.31	

Note 1

The projections do not include any additional litigation expense or recoveries related to potential claims against third parties as noted in the Disclosure Statement. If such claims are pursued, legal expenses will increase during the period covered by this budget by \$10,000 to \$20,000 per month depending on the activity related to such claims; however, there would also be the possibility of increased income based on potential expected recoveries.

Note 2

The Operating Expenses include a total of approximately \$8,050.08 per month for Plan Distributions for General Unsecured Claims (based on all General Unsecured Claims being paid over 3 years with 3% interest)

SEE NOTE 3 ATTACHED HERETO REGARDING FUNDING FOR AND PLAN PAYMENTS TO AVB UNDER THE AVB SETTLEMENT ORDER.

Note 3.

Funding for payments to AVB will be generated by the special assessment in the amount of \$2,837.09 per unit on each unit in the Debtor's community. This special assessment was authorized by the AVB Settlement Order and imposed against the owners under the Debtor's governing documents and California Civil Code Section 1366(b). The special assessment is anticipated to generate approximately \$45,462.36 per month (assuming each owner pays the minimum amount each month of \$49.74 multiplied by 914 homeowners).¹

Payments under the Plan to AVB will be approximately \$21,161.52 per month (for up to six years) based on a principal balance of \$1,250,000 with an interest rate of 6.75%.

In the year before the Petition Date, the Debtor had an unforeseen expense arise out of the property enhancement project by AVB. During the course of the final days prior to trial, it was determined that the Debtor actually owed AVB \$593,103, which was paid from the Debtor's reserves. In addition, funds of the Debtor were used for attorneys' fees and costs exceeding \$368,058 related to the AVB State Court Action. As such, the special assessment includes amounts to reimburse the Debtor's reserves for the pre-trial payment made to AVB in the amount of \$593,103, and for AVB trial costs. In addition, if available, funds generated by the special assessments may be used for principal reduction payments to AVB under the AVB Settlement Documents, which may reduce the interest to be paid to AVB under the Plan.

¹ Owners have the option to pay the Special Assessment as follows:

- Single lump sum of \$2,837.09.
- Six consecutive monthly installments of \$483.94/month (includes interest at 8%)
- Twelve consecutive monthly installments of \$246.79/month (includes interest at 8%)
- Twenty-four consecutive monthly installments of \$128.31/month (includes interest at 8%)
- Thirty-six consecutive monthly installments of \$88.90/month (includes interest at 8%)
- Forty-eight consecutive monthly installments of \$69.26/month (includes interest at 8%)
- Sixty consecutive monthly installments of \$57.33/month (includes interest at 8%)
- Seventy-two consecutive monthly installments of \$49.74/month (includes interest at 8%)

EXHIBIT 2

Payments Made 90 Days Prior to the Petition Date

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
Cash account #:	1008	First Bank Operating Ckg.			
*BOUCH	JOSHUA BOUCHER	6/10/10	1160	101.95	MAY MILEAGE REIMBURSEMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	558 06/06/10	6/06/10	5/31/10	5025	101.95 MAY MILEAGE REIMBURSEMENT
		7/02/10	1235	56.55	JUNE MILEAGE REIMBURSEMNT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	655 07/01/10	7/01/10	6/30/10	5025	56.55 JUNE MILEAGE REIMBURSEMNT
		7/29/10	1288	75.90	MILEAGE REIMBURSEMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	903 07/28/10	7/28/10	7/28/10	5025	75.90 MILEAGE REIMBURSEMENT
		9/01/10	1361	119.50	JULY/AUGUST MILEAGE REIMB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1041 08/19/10	8/19/10	8/19/10	5014	119.50 JULY/AUGUST MILEAGE REIMB
*COOK	CAROL COOK	7/20/10	1270	1,013.00	ESCROW #098-015952-KO
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	764 07/19/10	7/19/10	7/19/10	1199	1,013.00 ESCROW #098-015952-KO
*DRISC	GERARD DRISCOLL	6/11/10	1166	348.81	MISC REIMB-AV BUILDERS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	584 06/07/10	6/07/10	6/07/10	5025	348.81 MISC REIMB-AV BUILDERS
		6/28/10	1216	144.20	PARKING/MILEAGE REIMB-AVB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	648 06/24/10	6/24/10	6/24/10	5047	144.20 PARKING/MILEAGE REIMB-AVB
*GAAL	COLTON GAAL	7/20/10	1271	12.00	JULY MILEAGE REIMBURSE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	763 07/15/10	7/15/10	7/15/10	5025	12.00 JULY MILEAGE REIMBURSE
*GRAHA	ROBERT M. GRAHAM II	6/10/10	1161	122.50	MAY MILEAGE REIMBURSEMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	557 06/06/10	6/06/10	5/31/10	5025	122.50 MAY MILEAGE REIMBURSEMENT
		7/20/10	1272	126.00	JUNE MILEAGE REIMBURSE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	762 07/15/10	7/15/10	6/30/10	5025	126.00 JUNE MILEAGE REIMBURSE

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
		8/12/10	1298	91.50	JULY MILEAGE REIMBURSEMNT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	931 08/09/10	8/09/10	7/31/10	5025	91.50 JULY MILEAGE REIMBURSEMNT
		9/07/10	1385	92.50	AUGUST MILEAGE REIMB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1093 08/31/10	8/31/10	8/31/10	5014	92.50 AUGUST MILEAGE REIMB
		9/27/10	1433	49.00	REIMB MILEAGE AUG/SEP
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1174 09/24/10	9/24/10	9/24/10	5014	49.00 REIMB MILEAGE AUG/SEP
VOID		6/01/10	1047	.00	
*HADLE BILL HADLEY		6/11/10	1168	158.45	MISC REIMBURSEMENTS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	587 06/07/10	6/07/10	6/07/10	5020	59.00 MISC REIMBURSEMENTS
	587 06/07/10	6/07/10	6/07/10	5085	99.45
				Totals:	158.45
		7/15/10	1248	204.00	MISC JUNE REIMBURSEMENTS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	732 07/09/10	7/09/10	6/30/10	5020	15.70 MISC JUNE REIMBURSEMENTS
	732 07/09/10	7/09/10	6/30/10	5047	8.75
	732 07/09/10	7/09/10	6/30/10	5025	101.50
	733 07/09/10	7/09/10	7/09/10	5085	64.40 MISC JULY REIMBURSABLES
	733 07/09/10	7/09/10	7/09/10	5020	13.65
				Totals:	204.00
VOID		6/01/10	1116	.00	
*LENHA JIMMIE LENHART		6/10/10	1162	489.00	2/25-5/28/10 MILEAGE REIM
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	560 06/06/10	6/06/10	5/31/10	5025	489.00 2/25-5/28/10 MILEAGE REIM
		6/28/10	1217	125.50	JUN MILEAGE REIMB-251 MLS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	620 06/25/10	6/25/10	6/25/10	5025	125.50 JUN MILEAGE REIMB-251 MLS
		7/29/10	1289	131.00	MILEAGE REIMBURSEMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	904 07/28/10	7/28/10	7/28/10	5025	131.00 MILEAGE REIMBURSEMENT
		9/01/10	1362	227.00	JULY/AUGUST MILEAGE REIMB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	1042	08/27/10	8/27/10	8/27/10 5014	227.00 JULY/AUGUST MILEAGE REIMB
		9/27/10	1434	130.00	REIMB MILEAGE 8/23-9/23
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1173 09/24/10	9/24/10	9/24/10	5014	130.00 REIMB MILEAGE 8/23-9/23
*METZL	SARYA OR MELISSA METZLER	6/28/10	1218	250.00	REFUND CLUBHS RENTAL DEP
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	653 06/22/10	6/22/10	6/22/10	4465	250.00 REFUND CLUBHS RENTAL DEP
*NOBIS	KERRY FADELEY-NOBIS	6/11/10	1167	49.58	REIMBURSE OFFICE SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	586 06/07/10	6/07/10	6/07/10	5085	49.58 REIMBURSE OFFICE SUPPLIES
		6/28/10	1219	62.15	MISC REIMBURSEMENTS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	647 06/24/10	6/24/10	6/24/10	5085	29.99 MISC REIMBURSEMENTS
	647 06/24/10	6/24/10	6/24/10	5465	13.16
	647 06/24/10	6/24/10	6/24/10	5025	19.00
				Totals:	62.15
		7/26/10	1275	49.58	OFFICE SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	794 07/23/10	7/23/10	7/23/10	5085	49.58 OFFICE SUPPLIES
		9/27/10	1435	72.08	REIMB-OFC SUPPLIES COSTCO
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1172 09/24/10	9/24/10	9/24/10	5085	72.08 REIMB-OFC SUPPLIES COSTCO
*PATER	MARTIN PATER	9/01/10	1363	465.50	REIMB BATHROOM VANITY
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1031 08/28/10	8/28/10	8/28/10	5460	465.50 REIMB BATHROOM VANITY
*REED	KATHLEEN REED	6/11/10	1169	122.55	MISC. REIMBURSEMENTS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	585 06/07/10	6/07/10	6/07/10	5025	122.55 MISC. REIMBURSEMENTS
*SCHMI	WILLIAM SCHMITT	6/10/10	1163	87.80	MAY MILEAGE REIMBURSEMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	559 06/06/10	6/06/10	5/31/10	5025	87.80 MAY MILEAGE REIMBURSEMENT
		7/02/10	1236	151.70	JUNE MILEAGE REIMBURSEMNT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	654 07/01/10	7/01/10	6/30/10	5025	151.70 JUNE MILEAGE REIMBURSEMNT

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
		8/12/10	1300	112.50	JULY MILEAGE REIMBURSEMNT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	930 08/10/10	8/10/10	7/31/10	5025	112.50 JULY MILEAGE REIMBURSEMNT
		9/07/10	1386	130.90	AUGUST MILEAGE REIMB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1092 08/31/10	8/31/10	8/31/10	5014	130.90 AUGUST MILEAGE REIMB
*SUSON	MARIANNE SUSONG	9/07/10	1387	250.00	REFUND CLUBHOUSE DEPOSIT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1108 08/31/10	8/31/10	8/31/10	4465	250.00 REFUND CLUBHOUSE DEPOSIT
		9/17/10	1404	30.33	REIMBURSE HOT DOG BBQ
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1130 09/10/10	9/10/10	9/10/10	5025	30.33 REIMBURSE HOT DOG BBQ
*TOREE	SHEILA TOREES	7/15/10	1249	29.00	REFUND SELLER 981622382
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	719 06/08/10	6/08/10	6/08/10	1199	29.00 REFUND SELLER 981622382
*WALDN	NELSON WALDNER	6/11/10	1170	30.00	REIMBURSE KEY OVERCHARGE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	598 05/24/10	5/24/10	5/24/10	4435	30.00 REIMBURSE KEY OVERCHARGE
VOID		6/01/10	1117	.00	
*WHALE	WILLIAM F. WHALEN	6/10/10	1164	196.69	REIMB ELECTRIC BILL-DEHUM
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	561 06/10/10	6/10/10	5/31/10	5317	196.69 REIMB ELECTRIC BILL-DEHUM
*WIORA	GEORGE WIORA	9/10/10	1403	183.27	REIMB-LIGHT POLE PURCHASE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1111 09/09/10	9/09/10	9/09/10	5463	183.27 REIMB-LIGHT POLE PURCHASE
5TH	5TH ELEMENT, INC	6/11/10	1171	11,930.00	WO #569-23362 POC
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	564 200	5/06/10	5/06/10	5455	4,625.00 WO #569-23362 POC
	565 202	5/06/10	5/06/10	5455	2,965.00 WO #730-22305 TIB
	566 203	5/06/10	5/06/10	5455	1,095.00 WO #710-22193 ARR
	595 204	5/06/10	5/06/10	5455	70.00 WO #669-22261 BAS
	596 201	5/06/10	5/06/10	5455	3,175.00 WO #571-23358 POC
				Totals:	11,930.00
		7/15/10	1250	4,490.00	WO #681-22146 VINO
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	729 199	3/31/10	6/01/10	5455	1,060.00 WO #681-22146 VINO
	730 209	6/21/10	6/21/10	5455	3,430.00 WO #920- 22292 MESCALERO

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
				Totals:	4,490.00
		9/01/10	1364	9,195.00	WO #834-22315 TECATE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1040	208	6/21/10	8/01/10	4999	9,195.00 WO #834-22315 TECATE
		9/27/10	1437	15,690.00	WO #1285-22221 TIBURON
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1177	225	9/20/10	9/20/10	5455	70.00 WO #1285-22221 TIBURON
1178	226	9/20/10	9/20/10	5455	3,590.00 WO #1197-22305 MESCALERO
1179	224	9/20/10	9/20/10	5455	4,550.00 WO #764-23466 SALADO
1180	216	9/10/10	9/10/10	5455	70.00 WO #828-23412 SALADO
1181	215	9/10/10	9/10/10	5455	2,995.00 WO #669-23416 BASILIO
1182	217	9/10/10	9/10/10	5455	3,365.00 WO #1103-23235 MARCIAL
1183	218	9/10/10	9/10/10	5455	70.00 WO #1038-22321 DANUBO
1184	219	9/10/10	9/10/10	5455	910.00 WO #1198-23422 BASILIO
1185	220	9/10/10	9/10/10	5455	70.00 WO #1202-22301 MESCALERO
				Totals:	15,690.00
ADP	ADP EASYPAY SOUTHERN CALIF.	6/04/10	(M)999999	97.50	P/R 05/15/10-05/28/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
670	ACH 06/09/10	6/04/10	6/04/10	5032	97.50 P/R 05/15/10-05/28/10
		6/18/10	(M)999999	100.00	P/R 05/31/10-06/11/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
690	ACH 06/23/10	6/18/10	6/18/10	5032	100.00 P/R 05/31/10-06/11/10
		7/02/10	(M)999999	107.00	P/R 06/14/10-06/25/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
716	07/02/10	7/02/10	7/02/10	5032	107.00 P/R 06/14/10-06/25/10
		7/16/10	(M)999999	101.50	P/R 06/26/10-07/09/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
761	07/09/10	7/16/10	7/16/10	5032	101.50 P/R 06/26/10-07/09/10
		7/30/10	(M)999999	101.50	P/R 07/10/10-07/23/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
902	07/23/10	7/30/10	7/30/10	5032	101.50 P/R 07/10/10-07/23/10
		8/18/10	(M)999999	104.00	P/R 07/24/10-08/06/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1085	08/06/10	8/18/10	8/18/10	5032	104.00 P/R 07/24/10-08/06/10
		9/01/10	(M)999999	94.00	P/R 8/7/10-8/20/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1058	08/20/10	9/01/10	9/01/10	5032	94.00 P/R 8/7/10-8/20/10
AIR	AIR QUALITY SPECIALISTS	6/11/10	1172	1,245.00	WO #747-22305 TIB
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
567	14	4/30/10	5/01/10	5455	720.00 WO #747-22305 TIB	
571	24	5/27/10	5/27/10	5455	525.00 WO #851-23411 LAZ	
				Totals:	1,245.00	
		6/23/10	1203	795.00	22315 TEC-POST REM/SAMPLS	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
608	31	6/14/10	6/14/10	5455	795.00	22315 TEC-POST REM/SAMPLS
		8/26/10	1327	1,215.00	WO #1142-23416 BASILIO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
999	48	8/05/10	8/05/10	5455	495.00	WO #1142-23416 BASILIO
1000	47	8/05/10	8/05/10	5455	720.00	WO #1141-23235 MARCIAL
				Totals:	1,215.00	
ALANTE	MCS/ALANTE INSURANCE SERVICES	7/08/10	1237	2,622.00	CRIME POLICY 07/01-08/21	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
694	06/07/10	6/07/10	7/01/10	1600	2,622.00	CRIME POLICY 07/01-08/21
VOID		8/19/10	1323	.00		
		8/19/10	1324	7,380.00	D&O INSUR 8/21-8/21/11	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
977	08/18/10	None	8/18/10	1600	7,380.00	D&O INSUR 8/21-8/21/11
ALLSTA	ALLSTATE ENVIRONMENTAL SOL INC	8/26/10	1328	935.00	23422 BAS-POST DAM INSPEC	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1001	101934-A	4/14/10	6/01/10	5455	935.00	23422 BAS-POST DAM INSPEC
AMERIC	AMERICAN INDEPENDENT SECURITY	6/11/10	1173	120.00	ALARM MONITORING MAY-JUL	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
551	122473	5/04/10	5/04/10	5025	120.00	ALARM MONITORING MAY-JUL
		8/12/10	1301	120.00	ALARM MONITOR 8/1-10/31	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
946	122644	8/01/10	8/01/10	5025	40.00	ALARM MONITOR 8/1-10/31
946	122644	8/01/10	8/01/10	1650	80.00	
				Totals:	120.00	
		9/01/10	1365	100.00	REPL HEAT DETECTOR-MEN RM	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1026	122678	8/23/10	8/23/10	5025	100.00	REPL HEAT DETECTOR-MEN RM
VOID		9/07/10	1388	.00		
		9/28/10	1451	100.00	REPLACE HEAT DETECTOR	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1096	2109	None	8/23/10	5025	100.00	REPLACE HEAT DETECTOR

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
ANT	ANTIMITE TERMITE & PEST CONTRL	9/22/10	1416	250.00	23416 TELMO TERMITE TREAT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1161 616191	7/10/10	9/01/10	5430	250.00 23416 TELMO TERMITE TREAT
AQUATE	AQUA-TEK POOL SERVICES	6/11/10	1174	1,708.75	MAY POOL/SPA SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	529 4099	5/15/10	5/15/10	5100	1,325.00 MAY POOL/SPA SERVICE
	530 4127	5/15/10	5/15/10	5115	383.75 APRIL/MAY POOL SUPPLIES
				Totals:	1,708.75
		8/26/10	1329	1,054.00	MARCH/APRIL POOL SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	978 4077	4/15/10	8/01/10	4999	354.00 MARCH/APRIL POOL SUPPLIES
	979 4058	4/15/10	8/01/10	4999	700.00 APRIL POOL SERVICE
				Totals:	1,054.00
ARROWH	ARROWHEAD	6/11/10	1175	159.00	0030399349 03/25-04/24
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	563 00D0030399349	4/27/10	5/01/10	5025	159.00 0030399349 03/25-04/24
		7/15/10	1251	191.87	0030399349 JUNE WATER
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	735 00F0030399349	6/26/10	6/26/10	5085	191.87 0030399349 JUNE WATER
		8/12/10	1302	60.20	0030399349 06/25-07/24
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	944 00G0030399349	7/27/10	7/24/10	5025	60.20 0030399349 06/25-07/24
		9/17/10	1405	146.89	0030399349 07/25-08/24
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1118 00H0030399349	8/26/10	9/01/10	5025	146.89 0030399349 07/25-08/24
VOID		6/01/10	1056	.00	
VOID		6/01/10	1084	.00	
ASSOCI	ASSOCIATION VOICE	8/03/10	1290	525.00	SUBSCRIPTION 8/28-11/27
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	917 87255	8/03/10	8/03/10	5080	22.58 Website & Software Servic
	917 87255	8/03/10	8/03/10	1650	502.42
				Totals:	525.00
ATT	AT&T	6/14/10	(M)999999	350.92	949 859-2100 05/22-06/21

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	528 ACH 06/14/10	6/14/10	6/14/10	5075	350.92 949 859-2100 05/22-06/21
		7/14/10	(M)999999	346.42	949 859-2100 06/22-07/21
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	706 ACH 07/14/10	7/14/10	7/14/10	5075	346.42 949 859-2100 06/22-07/21
		8/13/10	(M)999999	346.82	949 859-2100 07/22-08/21
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1078 ACH 08/13/10	8/13/10	8/13/10	5075	346.82 949 859-2100 07/22-08/21
		9/14/10	(M)999999	353.19	949 859-2100 8/22-9/21
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1102 ACH 09/14/10	9/14/10	9/14/10	5075	353.19 949 859-2100 8/22-9/21
VOID		6/11/10	1176	.00	
BARRER	BARRERA & COMPANY, INC.	6/14/10	1197	750.00	RESERVE STUDY UPDATE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	599 0035000000DET9K	None	5/06/10	5035	750.00 RESERVE STUDY UPDATE
VOID		6/11/10	1177	.00	
BEE	THE BEE MAN	6/14/10	1198	335.00	WO #757-22146 VIN
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	572 70120	None	5/12/10	5425	180.00 WO #757-22146 VIN
	573 70238	None	5/18/10	5425	155.00 SWARM OF BEES ON BRANCH
				Totals:	335.00
		6/28/10	1220	180.00	22321 ESC-TREATED SWARM
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	639 70650	6/18/10	6/18/10	5425	180.00 22321 ESC-TREATED SWARM
		7/26/10	1276	310.00	23415 VAL-BEES @ METER BX
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	779 70911	7/08/10	6/14/10	5425	130.00 23415 VAL-BEES @ METER BX
	780 70924	7/08/10	6/01/10	5425	180.00 22116 VIN-BEES ENT VENT
				Totals:	310.00
		8/12/10	1303	99.00	22436 GRA-BEES IN GARAGE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	914 71123	7/19/10	7/19/10	5425	99.00 22436 GRA-BEES IN GARAGE
		8/26/10	1330	870.00	22271 MES-BEES @ BK PATIO

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	987 71267	7/26/10	7/26/10	5425	180.00 22271 MES-BEES @ BK PATIO
	988 71322	7/27/10	7/27/10	5425	330.00 23300 SV-BEES @ CEILING
	989 71521	8/08/10	7/16/10	5425	180.00 22281 ARR-BEES @ METER BX
	990 71550	8/08/10	7/17/10	5425	180.00 22371 TEC-BEES ENT STUCCO
			Totals:		870.00
		9/01/10	1366	325.00	22271 MES-BEES ENT ROOFLN
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1028 71500	8/08/10	8/08/10	5425	405.00 22271 MES-BEES ENT ROOFLN
	1029 71267	7/26/10	8/01/10	5425	80.00- 22271 MES-PARTIAL CREDIT
			Totals:		325.00
		9/22/10	1417	455.00	BEES UNDER FOUNDATION
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1140 71975	9/07/10	9/07/10	5425	180.00 BEES UNDER FOUNDATION
	1141 71880	8/27/10	9/01/10	5425	355.00 BEES ENTERING VENT
	1141 71880	8/27/10	9/01/10	5425	80.00-
			Totals:		455.00
		9/27/10	1438	99.00	22352 MES-BEES @ METER BX
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1168 72037	9/13/10	9/13/10	5425	99.00 22352 MES-BEES @ METER BX
BEEBUS	BEE BUSTERS, INC.	7/15/10	1252	150.00	23415 VAL- BEES IN VLV BX
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	725 01-0023169	6/11/10	6/11/10	5025	150.00 23415 VAL- BEES IN VLV BX
CAL	CALICO BUILDING SERVICES	6/11/10	1178	1,111.95	MAY JANITORIAL SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	582 INV27121	5/31/10	5/31/10	5440	322.98 MAY JANITORIAL SUPPLIES
	588 INV27075	6/01/10	6/01/10	5435	750.00 JUNE JANITORIAL SERVICE
	589 INV27023	4/30/10	5/01/10	5440	38.97 APRIL MULTIFOLD TOWELS
			Totals:		1,111.95
		7/08/10	1238	750.00	JULY JANITORIAL SERVICES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	702 INV27183	7/01/10	7/01/10	5435	750.00 JULY JANITORIAL SERVICES
		8/12/10	1304	750.00	AUGUST JANITORIAL SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	934 INV27287	8/01/10	8/01/10	5435	750.00 AUGUST JANITORIAL SERVICE
		8/26/10	1331	807.63	MAY JANITORIAL
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	995 INV26956	5/01/10	6/01/10	5435	750.00 MAY JANITORIAL
	1009 INV27358	7/31/10	7/31/10	5440	57.63 JULY JANITORIAL SUPPLIES
			Totals:	807.63	
		9/17/10	1406	187.97	AUG JANITORIAL SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1128 INV27451	8/31/10	9/01/10	5440	187.97 AUG JANITORIAL SUPPLIES
		9/27/10	1439	180.87	JANITORIAL SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	909 INV27239	6/30/10	6/30/10	5440	180.87 JANITORIAL SUPPLIES
CANON	CANON BUSINESS SOLUTIONS, INC.	6/11/10	1179	136.50	SERVICE 04/02/10-07/01/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	527 4003731296	5/20/10	6/01/10	5070	136.50 Office Equipment Maintena
		8/03/10	1291	190.59	1077730 SVC 7/2-10/1/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	922 4003804948	6/02/10	8/03/10	5070	91.00 Office Equipment Maintena
	922 4003804948	6/02/10	8/03/10	1650	45.50
	923 4003950894	7/13/10	6/30/10	5070	54.09 Office Equipment Maintena
			Totals:	190.59	
		9/22/10	1418	136.50	1077730 SVC 10/2-1/1/11
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1145 4004181383	9/02/10	9/22/10	1650	136.50 Office Equipment Maintena
CAP	CAPISTRANO LOCK & SAFE	6/28/10	1221	165.00	WO #959-REKEYED POOL LOCK
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	642 44962	6/16/10	6/16/10	5470	165.00 WO #959-REKEYED POOL LOCK
		8/12/10	1305	473.81	WO #1134-CHG LOCKS/KEYS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	948 45141	8/02/10	8/02/10	5470	473.81 WO #1134-CHG LOCKS/KEYS
		9/22/10	1419	241.03	NEW CYLINDER @ POOL GATE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1136 45262	9/16/10	9/16/10	5470	241.03 NEW CYLINDER @ POOL GATE
CASAS	CASAS CAREER SEARCH	6/18/10	1201	440.00	DOC PRP/OFC AST 5/16-6/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	602 303	6/10/10	6/10/10	5025	440.00 DOC PRP/OFC AST 5/16-6/10
CHUCKS	CHUCK'S FLOORING COMPLETE	6/28/10	1222	320.00	WO #991- 22292 MESCALERO
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	635 5149	6/18/10	6/18/10	5460	200.00 WO #991- 22292 MESCALERO
	636 5152	6/22/10	6/22/10	5460	120.00 23262 AND-TACKSTRAP @ KIT
			Totals:		320.00
		7/26/10	1277	120.00	22485 AVE-REPAIR CARPET
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	787 5166	7/21/10	7/21/10	5460	120.00 22485 AVE-REPAIR CARPET
CK	CK ELECTRIC	7/26/10	1278	1,609.15	23306 MAR-METER CHANGE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	795 10216	7/15/10	7/15/10	5415	1,609.15 23306 MAR-METER CHANGE
		9/27/10	1440	93.00	22222 ARR-GFCI CIRCUITE R
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1170 10267	9/21/10	9/21/10	5415	93.00 22222 ARR-GFCI CIRCUITE R
CLERK	CLERK OF THE COURT	6/09/10	1159	500.00	PER DIEM FEES-AV BUILDERS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	554 06/09/10	6/09/10	6/09/10	5047	500.00 PER DIEM FEES-AV BUILDERS
		6/14/10	1199	500.00	6/7, 6/8 & 6/9-PER DIEM
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	600 06/14/10	6/14/10	6/14/10	5047	500.00 6/7, 6/8 & 6/9-PER DIEM
COX	COX COMMUNICATIONS, INC.	6/22/10	(M)999999	79.00	001 7601 043168402 JUNE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	579 ACH 06/22/10	6/22/10	6/22/10	5025	79.00 001 7601 043168402 JUNE
		7/22/10	(M)999999	79.00	001 7601 043168402
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	736 ACH 07/22/10	7/22/10	7/22/10	5025	79.00 001 7601 043168402
		8/22/10	(M)999999	79.00	001 7601 043168402 AUG
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1006 ACH 08/22/10	8/22/10	8/22/10	5025	79.00 001 7601 043168402 AUG
		9/22/10	(M)999999	79.00	001 7601 043168402 SEP
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1144 ACH 09/22/10	9/22/10	9/22/10	5025	79.00 001 7601 043168402 SEP
CRR	CR&R INCORPORATED	8/26/10	1332	27,583.66	85-00087855 JUL/AUG TRASH
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	1010 0182389	8/01/10	8/01/10	5325	27,583.66 85-00087855 JUL/AUG TRASH
VOID		8/26/10	1360	.00	
		9/30/10	(M)999999	13,840.57	85-00087855 SEP TRASH ACH
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1129 0183409	9/30/10	9/30/10	5325	13,840.57 85-00087855 SEP TRASH ACH
CST	COAST LANDSCAPE	6/11/10	1180	24,115.00	MAY LANDSCAPE MAINT.
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	574 032860	5/01/10	5/01/10	5200	23,800.00 MAY LANDSCAPE MAINT.
	594 032654	2/22/10	5/01/10	5210	315.00 WO #242-REM LG TREE BRANC
				Totals:	24,115.00
		7/08/10	1239	23,800.00	JUNE LANDSCAPE SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	703 032948	6/01/10	6/01/10	5200	23,800.00 JUNE LANDSCAPE SERVICE
		8/12/10	1306	23,800.00	JULY LANDSCAPE SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	911 033017	7/01/10	7/01/10	5200	23,800.00 JULY LANDSCAPE SERVICE
		9/01/10	1367	28,000.00	AUGUST LANDSCAPE SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1036 033084	8/01/10	8/01/10	5200	28,000.00 AUGUST LANDSCAPE SERVICE
		9/22/10	1420	28,000.00	SEPTEMBER LANDSCAPE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1135 033160	9/01/10	9/01/10	5200	28,000.00 SEPTEMBER LANDSCAPE
CUNNIN	CUNNINGHAM DOORS	9/07/10	1389	768.66	50% DEPOSIT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1107 08/31/10	8/31/10	8/31/10	5400	768.66 50% DEPOSIT
DELL	DELL BUSINESS CREDIT	7/15/10	1253	132.45	6879 4502 0401 4942 787
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	731 06/22/10	6/22/10	6/22/10	5025	132.45 6879 4502 0401 4942 787
DIRECT	DIRECT CARPET SALES	9/01/10	1368	980.00	22315 TEC-ONE BEDRM/CLOSE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1030 19635	8/05/10	8/05/10	5460	980.00 22315 TEC-ONE BEDRM/CLOSE
		9/22/10	1421	950.00	23235 MARCIAL
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1157 19744	9/02/10	9/02/10	5460	950.00 23235 MARCIAL
DKI	DKI RESTOTECH	8/26/10	1333	478.29	22221 TIB-EMERGENCY SVC
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
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1002	928138-2423	8/02/10	8/02/10	5455	478.29 22221 TIB-EMERGENCY SVC
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DOH	DOHENY PLUMBING, INC.	6/11/10	1183	16,036.37	22312 TEC-WAT LK @BALL VL
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Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
538	26152	4/27/10	5/01/10	5405	347.75	22312 TEC-WAT LK @BALL VL
539	26443	5/12/10	5/12/10	5405	324.00	22451 EST-PINHL LK IN CAV
542	26149	4/27/10	5/01/10	5405	758.70	22536 PAC-DAMAGED DRAIN L
544	26354	5/06/10	5/06/10	5405	284.50	22358 LOS-REPL BALL VALVE
545	26349	5/04/10	5/04/10	5405	239.50	23421 LAZ-HAIR IN DRAIN
546	26412	5/03/10	5/03/10	5405	1,379.92	23441 NOR-MAINLINE BACKUP
547	26153	4/30/10	5/01/10	5405	2,285.50	23466 SAL-PATIO SLAB LEAK
548	26151	4/30/10	5/01/10	5405	2,457.13	23335 LOS-BROKEN SEWER LN
549	26468	5/10/10	5/10/10	5405	714.15	22096 AMO-LEAK IN CAVE
550	26150	4/28/10	5/01/10	5405	3,627.70	22175 PET-LK @ WTR SVC LN
568	26356	5/13/10	5/13/10	5405	309.04	WO #805/SR #118-23292 AND
569	26350	5/13/10	5/13/10	5405	2,997.48	WO #774-22441 GRA
570	26473	5/12/10	5/12/10	5405	311.00	WO #796-23282 MAR

Totals: 16,036.37

6/28/10	1223	959.04	WO #917- 22372 MADERA
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Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
621	26595	6/07/10	6/07/10	5405	160.00	WO #917- 22372 MADERA
622	26638	6/15/10	6/15/10	5405	160.00	WO #969- 23416 MARCIAL
623	26594	6/07/10	6/07/10	5405	160.00	WO #913- 23262 ANDRETA
644	26268	6/10/10	6/10/10	5405	227.50	WO #931- 23292 ANDRETA
645	26593	6/07/10	6/07/10	5405	251.54	WO #909- 22292 MESCALERO

Totals: 959.04

7/15/10	1254	1,439.52	WO #682-22146 VINO
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Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
726	26209	3/29/10	6/01/10	5405	1,439.52	WO #682-22146 VINO
		7/20/10	1261		244.50	WO #743-22236 ESCOBEDO
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
741	26784	6/25/10	6/25/10	5405	244.50	WO #743-22236 ESCOBEDO
		7/26/10	1279		998.14	WO #1090-23361 MARCIAL

Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
781	26930	7/16/10	7/16/10	5025	135.00	WO #1090-23361 MARCIAL
782	26880	7/19/10	7/19/10	5405	160.00	23352 JUA-HIGH WATER USE
783	26879	7/19/10	7/19/10	5405	261.64	WO #1080-23382 BASILIO
784	26877	7/19/10	7/19/10	5405	197.00	WO #1094-23436 JUANICO
785	26878	7/19/10	7/19/10	5405	244.50	WO #1091-23245 ANDRETA

Totals: 998.14

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
VOID		8/12/10	1308	.00		
		8/20/10	1325	1,907.01	WO #1048- 23382 BASILIO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
815	26747	None	7/01/10	5405	925.01	WO #1048- 23382 BASILIO
816	26825	None	7/14/10	5405	333.00	WO #1068- 22216 ESCOBEDO
913	26881	None	7/19/10	5405	172.00	WO #1092-CLUBHOUSE
939	26961	None	7/27/10	5405	175.00	WO #1114-23292 ANDRETA
940	26952	None	7/27/10	5405	302.00	WO #1116-22352 MESCALERO
Totals:					1,907.01	
		8/26/10	1334	1,944.05	WO #1140-23301 ARROYO SEC	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
983	27004	8/24/10	8/24/10	5405	244.50	WO #1140-23301 ARROYO SEC
984	27102	8/10/10	8/10/10	5405	324.07	WO #1156-22252 TASQUILLO
985	26973	8/05/10	8/05/10	5405	252.64	WO #1139-23235 MARCIAL
1003	27000	8/03/10	8/03/10	5405	381.54	WO #1137-23275 ANDRETA
1004	26995	7/30/10	7/30/10	5405	416.00	WO #1131-22132 TASQUILLO
1005	26999	8/03/10	8/03/10	5405	325.30	WO #1133-23382 LUISITO
Totals:					1,944.05	
		8/26/10	1359	5,086.86	WO #609-22485 AVENIDA COP	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
810	26028	3/05/10	6/01/10	5405	383.88	WO #609-22485 AVENIDA COP
811	25203	3/19/10	6/01/10	5405	592.35	WO #619- 22291 TIBURON
812	26307	4/11/10	6/01/10	5405	341.57	WO #728- 22305 TIBURON
813	26141	4/13/10	6/01/10	5405	3,666.41	WO #712- 22311 DANUBO
817	25207	2/19/10	6/01/10	5405	411.50	WO #534- 23332 ANDRETA
821	05/24/10	None	6/01/10	5405	484.85-	CREDIT ON ACCOUNT
942	26983	None	7/28/10	5405	176.00	WO #1122-22525 COSTA
Totals:					5,086.86	
		9/01/10	1369	3,177.16	WO #1140-23301 ARROYO SECO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1018	27009	8/19/10	8/19/10	5405	1,295.16	WO #1140-23301 ARROYO SECO
1019	27133	8/20/10	8/20/10	5405	175.00	WO #1216-CLUBHOUSE
1020	27122	8/18/10	8/18/10	5405	936.75	WO #1192-22206 ZARAGOZA
1021	27139	8/19/10	8/19/10	5405	160.00	WO #1207-22511 PACIFICO
1049	27078	8/15/10	8/15/10	5405	345.75	WO #1192-22206 ZARAGOZA
1050	27068	8/17/10	8/17/10	5405	264.50	WO #1196-22305 MESCALERO
Totals:					3,177.16	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
		9/07/10	1390	244.50	WO #1215-22231 ARROYO SEC	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1103	27132	8/20/10	8/20/10	5405	244.50	WO #1215-22231 ARROYO SEC
		9/17/10	1407	3,429.88	WO #1258-22466 PACIFICO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1119	27225	8/31/10	9/01/10	5405	321.00	WO #1258-22466 PACIFICO
1120	27208	8/30/10	9/01/10	5405	184.00	WO #1196-22305 MESCALERO
1121	27103	8/10/10	9/01/10	5405	185.00	WO #1160-23261 MARCIAL
1122	27182	8/30/10	9/01/10	5405	160.00	WO #1242-23355 BASILIO
1123	27118	8/25/10	9/01/10	5405	2,579.88	WO #1225-22155 LAURELES
				Totals:	3,429.88	
		9/22/10	1422	270.00	WO #1289-23355 BASILIO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1146	27288	9/08/10	9/08/10	5405	270.00	WO #1289-23355 BASILIO
		9/27/10	1441	2,476.34	WO #1108-23422 BASILIO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
941	26918	None	7/26/10	5405	731.74	WO #1108-23422 BASILIO
958	26953	None	7/27/10	5405	808.60	WO #1117-23435 SALADO
1190	27252	9/14/10	9/14/10	5405	177.00	WO #1318-23471 NORTE
1191	27282	9/10/10	9/10/10	5405	238.50	WO #1300-22295 DANUBO
1192	27291	9/13/10	9/13/10	5405	520.50	WO #1298-23412 SALADO
				Totals:	2,476.34	
ELTORO	EL TORO WATER DISTRICT	6/30/10	(M)999999	.00		
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
650	ACH 06/30/10	6/30/10	6/30/10	5320	40,967.49	WATER 05/01-06/02/10
650	ACH 06/30/10	6/30/10	6/30/10	5322	9,760.86	
888	ACH 06/30/10	6/30/10	6/30/10	5320	40,967.49-	WATER 05/01-06/02 PD 7/8
888	ACH 06/30/10	6/30/10	6/30/10	5322	9,760.86-	
				Totals:	.00	
		7/08/10	(M)999999	50,728.35	WATER 05/01-06/02	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
889	ACH 07/08/10	6/02/10	6/02/10	5322	9,760.86	WATER 05/01-06/02
889	ACH 07/08/10	6/02/10	6/02/10	5320	40,967.49	
				Totals:	50,728.35	
		8/01/10	(M)999999	55,637.90	WATER 06/02-07/01	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	918 ACH AUG	7/15/10	6/30/10	5320	41,234.80 WATER 06/02-07/01
	918 ACH AUG	7/15/10	6/30/10	5322	14,403.10
			Totals:		55,637.90
		9/01/10	(M)999999	60,264.15	WATER 7/1/10-8/3/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1013 ACH SEPT	8/17/10	8/17/10	5320	42,039.21 WATER 7/1/10-8/3/10
	1013 ACH SEPT	8/17/10	8/17/10	5322	18,224.94
			Totals:		60,264.15
EMPLOY	EMPLOYERS INSURANCE GROUP	7/20/10	1262	576.00	WK COMP 7/1/10-7/1/11
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	742 07/01/10	7/01/10	7/01/10	1600	576.00 WK COMP 7/1/10-7/1/11
ENTRE	ENTRE-MANURE, LLC.	6/11/10	1184	375.00	WEEKLY DOGIPOT - JUNE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	578 3467	6/04/10	6/04/10	5025	375.00 WEEKLY DOGIPOT - JUNE
		6/23/10	1204	1,111.50	APRIL DOGIPOT VALET SVC
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	615 3292	4/03/10	6/01/10	5025	555.75 APRIL DOGIPOT VALET SVC
	616 3373	5/01/10	6/01/10	5025	555.75 MAY DOGIPOT VALET SVC
			Totals:		1,111.50
		7/15/10	1255	574.65	JULY DOGIPOT VALET
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	727 3527	7/02/10	7/02/10	5025	574.65 JULY DOGIPOT VALET
		8/12/10	1309	300.00	AUG WEEKLEY DOGIPOT VALET
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	943 3602	8/02/10	8/02/10	5025	300.00 AUG WEEKLEY DOGIPOT VALET
		9/17/10	1408	826.70	SEPT WEEKLY DOGIPOT VALET
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1131 3680	9/01/10	9/01/10	5025	826.70 SEPT WEEKLY DOGIPOT VALET
ESPINO	FRANCISCO J. ESPINOZA	6/11/10	1185	225.00	22476 COS-CARPET REPAIR
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	576 06/05/10	6/05/10	6/05/10	5025	150.00 22476 COS-CARPET REPAIR
	577 06/05/10 #2	6/05/10	6/05/10	5025	75.00 22235 TAS-CARPET REPAIR
			Totals:		225.00
ETTING	TRACY H. ETTINGHOFF	7/08/10	1240	2,158.00	JUNE PROF SVCS-AV BUILDER

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		701	15770	6/24/10	6/24/10	5047	2,158.00	JUNE PROF SVCS-AV BUILDER
FARMER	FARMERS INSURANCE GROUP			6/11/10		1186	2,737.18	JC11574 06/10-07/09
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		580	05/01/10	5/01/10	6/10/10	5040	1,368.59	JC11574 06/10-07/09
		581	06/01/10	6/01/10	6/10/10	5040	1,368.59	JC11574 07/10-08/09
						Totals:	2,737.18	
				7/20/10		1263	1,932.87	JC11574 WK COMP 8/10-9/9
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		748	07/03/10	7/03/10	7/03/10	5040	1,932.87	JC11574 WK COMP 8/10-9/9
				8/26/10		1335	1,236.83	JC11574 9/10-10/9 WK COMP
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1007	08/03/10	8/03/10	8/03/10	5042	1,236.83	JC11574 9/10-10/9 WK COMP
				9/17/10		1409	1,236.83	JC11574 WK CMP 10/10-11/9
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1116	08/31/10	8/31/10	9/17/10	5042	1,236.83	JC11574 WK CMP 10/10-11/9
FIRE	FIRE SAFETY FIRST			6/23/10		1205	250.54	ANNUAL FIRE EXT SERVICE
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		612	107878	6/07/10	6/07/10	5400	250.54	ANNUAL FIRE EXT SERVICE
				9/17/10		1410	360.00	1220101 INSTL NEW EXTING
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1124	120496	9/02/10	9/02/10	5025	360.00	1220101 INSTL NEW EXTING
GANAHL	GANAHL LUMBER CO.			7/26/10		1286	290.38	SUPPLIES
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		796	F756179	7/14/10	7/14/10	5463	290.38	SUPPLIES
				8/12/10		1310	154.41	SUPPLIES
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		912	F756422	7/16/10	7/16/10	5463	66.02	SUPPLIES
		936	F756995	7/21/10	7/21/10	5463	88.39	SUPPLIES
						Totals:	154.41	
GARLAN	GARLAND RESTORATION, INC.			9/01/10		1370	3,062.21	WO #5049-22075 AMOR
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1032	12304	9/14/09	8/01/10	4999	657.99	WO #5049-22075 AMOR
		1033	12306	9/14/09	8/01/10	4999	606.37	WO #5038-22075 AMOR
		1034	12303	9/14/09	8/01/10	4999	842.87	WO #3277-22075 AMOR
		1035	12305	9/14/09	8/01/10	4999	954.98	WO #5037-22075 AMOR

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
				Totals:	3,062.21
GRAHAM	GRAHAM & MARTIN, LLP	6/11/10	1187	73,006.00	MAY PROFESSIONAL SVCS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	562 10004	6/04/10	5/31/10	5047	73,006.00 MAY PROFESSIONAL SVCS
		7/20/10	1264	71,654.25	JUNE PROFESSIONAL SVCS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	749 10005	7/04/10	6/30/10	5047	71,654.25 JUNE PROFESSIONAL SVCS
		8/03/10	1292	29,775.00	JULY PROFESSIONAL SVCS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	919 10006	7/27/10	7/27/10	5047	30,375.00 JULY PROFESSIONAL SVCS
	919 10006	7/27/10	7/27/10	5047	600.00-
				Totals:	29,775.00
		9/22/10	1423	35,258.00	AUG PROFESSIONAL SVCS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1156 10007	8/31/10	9/01/10	5047	35,258.00 AUG PROFESSIONAL SVCS
GREGOR	CAROLYN GREGOR, CSR NO. 2351	9/03/10	1382	2,550.00	TRANSCRIPT ON APPEAL
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1062 09/01/10	9/01/10	8/31/10	5047	2,550.00 TRANSCRIPT ON APPEAL
GROVE	TERESA J. GROVE, CSR NO. 6166	9/03/10	1383	1,617.00	CASE 06CC10565 TRANSCRIPT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1061 08/31/10	8/31/10	8/31/10	5047	1,617.00 CASE 06CC10565 TRANSCRIPT
HARLE	HARLE, JANICS & KANNEN	6/28/10	1224	2,585.00	MAY LEGAL SERVICES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	643 33247	6/11/10	6/11/10	5045	2,585.00 MAY LEGAL SERVICES
		7/20/10	1265	1,081.00	JUNE LEGAL SERVICES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	744 33411	7/13/10	6/30/10	5045	1,081.00 JUNE LEGAL SERVICES
		8/26/10	1336	916.50	JULY LEGAL SERVICES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1008 33588	8/05/10	7/31/10	5045	916.50 JULY LEGAL SERVICES
		9/27/10	1442	3,691.30	AUGUST LEGAL
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1163 08/31/10	8/31/10	9/01/10	5045	3,741.30 AUGUST LEGAL
	1163 08/31/10	8/31/10	9/01/10	5045	50.00-

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
				Totals:	3,691.30
HH	H & H CONSTRUCTION	6/24/10	1213	1,510.37	22292 MES-WTR LK 1/3 DEP
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	619 850829	6/24/10	6/24/10	5460	1,510.37 22292 MES-WTR LK 1/3 DEP
		7/20/10	1266	462.18	22292 MES-WTR LK BAL DUE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	743 850833	7/06/10	6/25/10	5460	462.18 22292 MES-WTR LK BAL DUE
HILLIS	MICKEY HILLIS	6/23/10	1206	250.00	OFC ASST 05/07-05/13
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	613 LVOA-2	6/04/10	6/04/10	5025	250.00 OFC ASST 05/07-05/13
HOME	HOME DEPOT CREDIT SERVICES	6/28/10	1225	12,475.34	6035 3225 0577 3246
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	652 06/13/10	6/13/10	6/13/10	5463	12,475.34 6035 3225 0577 3246
		7/26/10	1280	5,627.64	6035 3225 0577 3246
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	792 07/13/10	7/13/10	7/13/10	5463	5,627.64 6035 3225 0577 3246
		9/01/10	1371	2,992.72	6035 3225 0577 3246
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1051 08/13/10	8/13/10	8/13/10	5463	142.78 6035 3225 0577 3246
	1051 08/13/10	8/13/10	8/13/10	5464	2,849.94 Common Area Maint. & Repa
				Totals:	2,992.72
VOID		9/27/10	1443	.00	
HOWARD	THEODORE R. HOWARD-MEDIATOR	9/28/10	1452	1,500.00	99999.0001 APRIL AVB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1175 04/14/10	None	9/01/10	4999	1,500.00 99999.0001 APRIL AVB
IDS	IDS REAL ESTATE GROUP	6/28/10	1226	6,085.40	HOURLY FEES/MILEAGE REIMB
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	624 ADV-REC10-228	6/24/10	6/24/10	5047	6,085.40 HOURLY FEES/MILEAGE REIMB
INLAND	INLAND DESERT SECURITY & COMM.	7/26/10	1281	126.30	H00528 MAY/JUN ANS SVC
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	766 100800004	7/20/10	6/30/10	5025	51.30 H00528 MAY/JUN ANS SVC
	767 100800004	7/20/10	7/20/10	5025	40.00 H00528 JULY ANS SERVICE
	768 100800005	7/20/10	7/20/10	1650	35.00 H00528 AUG ANSWERING SVC

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
				Totals:	126.30	
		9/01/10	1372	71.75	JULY USAGE	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1037	100800161	8/20/10	8/01/10	5025	36.75	JULY USAGE
1038	100800161	8/20/10	9/01/10	5025	35.00	SEPT ANSWERING SERVICE
				Totals:	71.75	
				9/22/10	1424	40.00 ANSWERING SVC 10/1-10/31
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1142	100900152	9/20/10	9/20/10	5025	35.00	ANSWERING SVC 10/1-10/31
1143	100900152	9/20/10	9/20/10	5025	5.00	ANS SVC USAGE - AUG
				Totals:	40.00	
INTEGR	INTEGRITY MANAGEMENT GROUP	6/01/10	(M)999999	4,000.00		
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
656	ACH 06/01/10	6/01/10	6/01/10	5012	4,000.00	JUNE MANAGEMENT FEE
721	913	6/01/10	6/01/10	5012	4,000.00	JUNE FINANCIAL MGMT FEE
883	ACH 06/01/10	6/01/10	6/01/10	5012	4,000.00-	REV DUPL JUN MGT FEE POST
				Totals:	4,000.00	
				6/21/10	1202	11,606.05 MAY/JUNE REIMBURSABLES
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
606	890	5/31/10	6/01/10	5020	948.09	MAY/JUNE REIMBURSABLES
606	890	5/31/10	6/01/10	5020	1,102.14	
606	890	5/31/10	6/01/10	5020	989.10	
606	890	5/31/10	6/01/10	5020	2,037.72	
606	890	5/31/10	6/01/10	5022	795.00	
606	890	5/31/10	6/01/10	5022	3,850.00	
606	890	5/31/10	6/01/10	5022	1,884.00	
				Totals:	11,606.05	
				7/01/10	(M)999999	4,000.00 JULY MANAGEMENT FEE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
976	ACH 07/01/10	7/01/10	7/01/10	5012	4,000.00	JULY MANAGEMENT FEE
				7/15/10	1256	2,841.26 JUNE REIMBURSABLES
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
720	945	6/30/10	6/30/10	5020	1,068.30	JUNE REIMBURSABLES
720	945	6/30/10	6/30/10	5020	783.96	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	720 945	6/30/10	6/30/10	5015	75.00
	720 945	6/30/10	6/30/10	5022	914.00
				Totals:	2,841.26
		8/01/10	(M)999999	4,000.00	AUGUST MANAGEMENT FEE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1074 ACH 08/01/10	8/01/10	8/01/10	5012	4,000.00 AUGUST MANAGEMENT FEE
		8/12/10	1311	811.25	MAY & JUNE EXTRA ACCTG
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	928 961	6/30/10	6/30/10	5022	811.25 MAY & JUNE EXTRA ACCTG
		9/01/10	(M)999999	4,000.00	SEPTEMBER MANAGEMENT FEE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1075 ACH 09/01/10	9/01/10	9/01/10	5012	4,000.00 SEPTEMBER MANAGEMENT FEE
IRS	FINANCIAL AGENT	8/26/10	1337	1,350.00	95-2949759 1120 3RD QTR
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	971 03/01/10	3/01/10	6/01/10	5055	1,350.00 95-2949759 1120 3RD QTR
JOHN	JOHN DEERE LANDSCAPES	7/08/10	1241	1,326.40	EQUIPMENT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	700 55047313	6/30/10	6/30/10	5232	1,326.40 EQUIPMENT
		7/26/10	1282	1,693.89	LANDSCAPE SUPPLIES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	790 55303302	7/23/10	7/23/10	5233	930.20 LANDSCAPE SUPPLIES
	791 55274188	7/21/10	7/21/10	5233	763.69 LANDSCAPE SUPPLIES
				Totals:	1,693.89
		9/22/10	1425	407.97	ORDER 57254906
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1147 55118166	7/07/10	9/01/10	5232	200.97 ORDER 57254906
	1148 55334980	7/27/10	9/01/10	5232	200.97 ORDER 57576361
	1149 23790369	8/28/10	9/01/10	5232	6.03 SVC CHGS-INV OVER 30 DAYS
				Totals:	407.97
KUEBLE	SHERRI LYNN KUEBLER, CSR 12339	9/03/10	1384	4,100.00	CASE 06CC10565 TRANSCRIPT
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1060 08/31/10	8/31/10	8/31/10	5047	4,100.00 CASE 06CC10565 TRANSCRIPT
LACRES	LA CRESTA ENTERPRISES	6/28/10	1227	757.50	BACKFLOW REPAIRS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	651 40084	4/26/10	6/01/10	5230	757.50 BACKFLOW REPAIRS
LADY	LADY BUGS ENVIRONMENTAL PEST	9/22/10	1426	1,100.00	23345 TEL-RODENT PROOFING
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1158 123	8/11/10	9/01/10	5425	550.00 23345 TEL-RODENT PROOFING
	1159 130	8/20/10	9/01/10	5425	550.00 22332 TEC-RODENT PROOFING
				Totals:	1,100.00
LAX	LAX PLANET	7/08/10	1242	360.47	10 FULL ZIP HOODED FLEECE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	704 LVOA-02	1/14/10	6/01/10	5025	248.38 10 FULL ZIP HOODED FLEECE
	705 LVOA-03	2/02/10	6/01/10	5025	112.09 12 HANES POCKET TSHIRTS
				Totals:	360.47
		8/26/10	1338	332.18	30 T-SHIRTS W/ LOGOS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	994 LVOA-05	6/03/10	6/03/10	5025	332.18 30 T-SHIRTS W/ LOGOS
LEGA	LEGALINK, INC.	6/23/10	1207	3,150.00	JOB 1711-301954 TRIAL SVC
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	609 17132627	6/04/10	6/04/10	5047	1,612.50 JOB 1711-301954 TRIAL SVC
	611 17132291	5/27/10	6/01/10	5047	1,537.50 JOB 1711-301618 TRIAL SVC
				Totals:	3,150.00
		6/28/10	1228	109.38	AV BUILDERS TRIAL SVCS
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	649 17131180	4/30/10	6/01/10	5047	109.38 AV BUILDERS TRIAL SVCS
		7/08/10	1243	1,903.90	TRIAL SERVICES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	699 17133295	6/23/10	6/23/10	5047	1,903.90 TRIAL SERVICES
LYNCH	LAW OFFICES OF MARY E. LYNCH	9/07/10	1391	747.50	LEGAL-EMPLOYMENT ISSUES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1091 1027	8/31/10	8/31/10	5045	747.50 LEGAL-EMPLOYMENT ISSUES
MARCO	MARCO POLO POOL & SPA INC.	6/11/10	1188	820.00	JUNE POOL SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	575 11164	6/04/10	6/04/10	5100	820.00 JUNE POOL SERVICE
		7/08/10	1244	820.00	JULY POOL SERVICE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	697 11322	6/18/10	7/01/10	5100	820.00 JULY POOL SERVICE

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
		8/12/10	1312	820.00	AUGUST POOL SERVICE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
915	11480	7/21/10	8/01/10	5100	820.00 AUGUST POOL SERVICE
		8/26/10	1339	245.00	EM SVC-LOCK DOWN POOL-FEC
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
991	11584	8/03/10	7/01/10	5105	245.00 EM SVC-LOCK DOWN POOL-FEC
		9/01/10	1373	1,358.00	REPL PUMP MOTOR @ KIDDIE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1015	11599	8/20/10	8/20/10	5105	538.00 REPL PUMP MOTOR @ KIDDIE
1039	11625	8/23/10	9/01/10	5100	820.00 SEPTEMBER POOL SERVICE
			Totals:	1,358.00	
		9/22/10	1427	912.33	8/19 SVC CALL-SOAP IN SPA
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1137	11686	8/26/10	9/01/10	5105	90.00 8/19 SVC CALL-SOAP IN SPA
1138	11754	9/13/10	9/13/10	5115	421.87 POOL SUPPLIES-MAIN POOL
1139	11755	9/13/10	9/13/10	5115	400.46 POOL SUPPLIES-UPPER POOL
			Totals:	912.33	
		9/27/10	1444	3,799.07	JUNE POOL REP/SUPPLIES
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1165	11393	6/25/10	9/01/10	4999	1,467.06 JUNE POOL REP/SUPPLIES
1166	11585	8/03/10	9/01/10	5105	540.15 POOL REPAIRS/SUPPLIES
1166	11585	8/03/10	9/01/10	5115	347.56
1167	11561	7/30/10	9/01/10	5105	470.30 POOL REPAIRS
1167	11561	7/30/10	9/01/10	5115	974.00
			Totals:	3,799.07	
MARTIN R. WAYNE MARTIN		6/23/10	1208	2,537.50	MGMT FEES 5/28-06/11/CELL
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
610	06/11/10	6/11/10	6/11/10	5025	2,537.50 MGMT FEES 5/28-06/11/CELL
		6/28/10	1229	2,537.50	MGMT FEES 6/12-6/25 +CELL
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
641	06/25/10	6/25/10	6/25/10	5025	2,537.50 MGMT FEES 6/12-6/25 +CELL
		7/15/10	1257	2,500.00	MGMT FEE 06/26-06/30/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
723	07/09/10	7/09/10	6/30/10	5010	750.00 MGMT FEE 06/26-06/30/10	
724	07/09/10	7/09/10	7/09/10	5010	1,750.00 MGMT FEE 07/01-07/09/10	
				Totals:	2,500.00	
		7/26/10	1274	158.85	MISC REIMBURSEMENTS	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
793	07/23/10	7/23/10	7/23/10	5020	63.19	MISC REIMBURSEMENTS
793	07/23/10	7/23/10	7/23/10	5085	95.66	
				Totals:	158.85	
		7/26/10	1283	2,575.00	CELL PH REIMB 06/26-06/30	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
775	07/09/10	7/09/10	6/30/10	5025	13.39	CELL PH REIMB 06/26-06/30
776	07/09/10	7/09/10	7/09/10	5025	24.11	CELL PH REIMB 07/01-07/09
789	07/23/10	7/23/10	7/23/10	5010	2,500.00	MGMT/CELL REIMB 7/10-7/23
789	07/23/10	7/23/10	7/23/10	5025	37.50	
				Totals:	2,575.00	
		8/12/10	1299	42.40	POSTAGE REIMBURSEMENT	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
953	08/06/10	8/06/10	8/06/10	5020	4.90	POSTAGE REIMBURSEMENT
959	08/06/10	8/06/10	7/31/10	5025	18.75	CELL REIMBURSE 7/24-7/31
960	08/06/10	8/06/10	8/06/10	5025	18.75	CELL REIMBURSE 8/1-8/6
				Totals:	42.40	
		8/12/10	1313	2,500.00	MANAGEMENT FEE 7/24-7/31	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
954	08/06/10	8/06/10	7/31/10	5010	1,250.00	MANAGEMENT FEE 7/24-7/31
955	08/06/10	8/06/10	8/06/10	5010	1,250.00	MANAGEMENT FEE 8/1-8/6
				Totals:	2,500.00	
		8/26/10	1326	61.43	REIMBURSE OFFICE SUPPLIES	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
980	08/20/10	8/20/10	8/20/10	5085	14.13	REIMBURSE OFFICE SUPPLIES
980	08/20/10	8/20/10	8/20/10	5020	9.80	
981	08/20/10	8/20/10	8/20/10	5014	37.50	CELL REIMB 8/7-8/20/10
				Totals:	61.43	
		8/26/10	1340	2,500.00	MANAGEMENT FEE 8/7-8/20	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
982	08/20/10	8/20/10	8/20/10	5009	2,500.00	Management-Onsite Service

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
153	2162	None	3/01/10	5445	250.00 TARPED ROOF-22315 TECATE
154	2163	None	3/01/10	5445	250.00 TARPED ROOF-22211 ZARAGOS
155	2164	None	3/01/10	5445	250.00 TARPED ROOF-22185 VINO
156	2165	None	3/01/10	5445	195.00 TARPED ROOF-23412 VALLE
157	2168	None	3/01/10	5445	295.00 TARPED ROOF-22311 TECATE
158	2170	None	3/01/10	5445	145.00 TARP SKYLT/SANDBG AREA
159	2171	None	3/01/10	5400	395.00 SANDBAGS-23275 MARCIAL
160	2172	None	3/01/10	5445	250.00 TARPED ROOF-23385 MARCIAL
161	2161	None	3/01/10	5400	135.00 COV LEAKY WINDOW-22286 ME
162	2174	None	3/01/10	5445	395.00 TARPED ROOF-22275 DANUBO
163	2175	None	3/01/10	5445	250.00 TARPED ROOF-23376 BASILIO
164	2177	None	3/01/10	5445	250.00 TARPED ROOF-23391 ANDRETA
165	2178	None	3/01/10	5445	250.00 TARPED ROOF-23382 ANDRETA
166	2179	None	3/01/10	5445	365.00 TARPED ROOF-22101 AMOR
167	2227	None	3/01/10	5445	260.00 TARPED SKYLT-23392 MARCIA
168	2228	None	3/01/10	5445	347.00 TARPED ROOF-22225 MESCALE
169	2229	None	3/01/10	5400	534.00 SANDBAGGED ALL COM AREAS
170	2230	None	3/01/10	5400	145.00 SANDBAGS-22271 MESCALERO
171	2281	None	3/06/10	5460	1,495.00 INST WOOD FLR-22196 TIBUR
818	2234	2/23/10	6/01/10	5460	325.00 23396 AND- 12/7/09 EM SVC
819	2146	1/28/10	6/01/10	5460	479.50 23396 AND-REMOVED INSULAT
828	2306	3/09/10	6/01/10	5400	296.00 WO #360- 23411 LAZARO
830	2373	3/18/10	6/01/10	5400	695.00 CAMINITO VALLE-R/R LIGHTS
831	2317	3/10/10	6/01/10	5400	465.00 22215 TIB-SANDBAGS
832	2447	3/25/10	6/01/10	5460	673.00 WO #205- 22221 TIBURON
833	2318	3/10/10	6/01/10	5400	298.00 22201 TIB- SANDBAGS
837	2225	2/19/10	6/01/10	5400	185.00 WO #354- 22252 MESCALERO
839	2167	3/24/10	6/01/10	5400	190.00 WO #256- 22375 TECATE
841	2460	3/31/10	6/01/10	5400	325.00 WO #91- 22302 TECATE
843	2371	3/18/10	6/01/10	5400	3,275.00 22366 TEC-INT WTR DAM REP
844	2166	2/19/10	6/01/10	5400	185.00 WO #267- 22295 TIBURON
845	2169	2/19/10	6/01/10	5400	185.00 WO #358- 22392 TECATE
846	2301	3/09/10	6/01/10	5400	269.00 WO #268- 22235 TASQUILLO
849	2300	3/09/10	6/01/10	5400	110.00 WO #280- 22306 MESCALERO
850	2224	2/19/10	6/01/10	5400	185.00 WO #363- 22322 MESCALERO
851	2302	3/09/10	6/01/10	5400	296.00 WO #78- 22194 LAURELES
854	2320	3/10/10	6/01/10	5400	245.00 WO #278- 22516 COSTA
855	2443	3/25/10	6/01/10	5460	695.00 WO #258- 22475 COSTA
856	2430	3/23/10	6/01/10	5400	400.00 WO #106- 22142 AMOR
858	2305	3/09/10	6/01/10	5400	365.00 WO #314- 23381 BASILIO
859	2304	3/09/10	6/01/10	5400	296.00 WO #365- 23421 BASILIO
862	2311	3/09/10	6/01/10	5400	125.00 CLUBHS- ADJUST TARP
863	1862	10/11/09	6/01/10	5400	55.00 22251 TAS-REPRG GAR DR OP
864	2303	3/09/10	6/01/10	5400	225.00 WO #366- 22146 AMOR
886	2093	12/31/09	6/01/10	5400	325.00 23396 AND-EM SVCS-ROOF
924	2176	2/01/10	6/01/10	5460	250.00 23396 AND-MOLD ENTRY
925	2458	3/26/10	6/01/10	5445	562.00 23421 MAR-ROOF REPAIRS
926	2456	3/26/10	6/01/10	5445	1,062.00 23435 JUA-ROOF REPAIRS

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	962 2455	3/26/10	6/01/10	5445	1,187.00 22142 AMO-ROOF REPAIRS
	963 2457	3/26/10	6/01/10	5445	1,312.00 23432 JUA-ROOF REPAIRS
	1011 12/28/09 CREDIT	6/01/10	6/01/10	5460	2,019.00- CREDIT ON ACCOUNT-CK1250
				Totals:	20,510.63
		9/01/10	1374	795.00	WO #667-22321 DANUBO
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	986 2962	7/30/10	7/30/10	5400	795.00 WO #667-22321 DANUBO
		9/17/10	1411	681.32	WO #303- 22282 TECATE
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	840 2466	4/01/10	6/01/10	5400	300.00 WO #303- 22282 TECATE
	842 2469	3/26/10	6/01/10	5460	381.32 WO #91- 22302 TECATE
				Totals:	681.32
MINI	MINI U STORAGE	6/11/10	1189	398.00	STORAGE UNIT D4002
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	532 04/26/10	4/26/10	5/01/10	5025	398.00 STORAGE UNIT D4002
		9/07/10	1393	413.00	STORAGE AUGUST
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1094 08/30/10	8/30/10	8/30/10	5025	189.00 STORAGE AUGUST
	1095 08/30/10	8/30/10	9/01/10	5025	189.00 STORAGE SEPTEMBER
	1095 08/30/10	8/30/10	9/01/10	5025	35.00
				Totals:	413.00
NEU	CYNTHIA J. NEU	9/07/10	1394	1,200.00	OFFICE LABOR 08/23-08/31
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1089 08/31/10	8/31/10	8/31/10	5009	840.00 Management-Onsite Service
	1090 09/03/10	9/03/10	9/03/10	5009	360.00 Management-Onsite Service
				Totals:	1,200.00
		9/22/10	1430	1,475.50	OFFICE LABOR 9/6-9/17/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1132 09/17/10	9/17/10	9/17/10	5009	1,475.50 Management-Onsite Service
OFFICE	OFFICE SOLUTIONS	6/11/10	1190	1,151.68	VINYL BOARD
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	534 I-00107381	4/23/10	5/01/10	5085	276.46 VINYL BOARD
	535 S0062155	4/15/10	5/01/10	5085	161.77 PAPER, WILLCOPY, HS 92B
	536 S0063760	4/26/10	5/01/10	5085	672.15 4LN CRDLSS PHONE/ACCESORR
	537 S0063085	4/21/10	5/01/10	5085	41.30 ENVELOPES, #10BULLSEAL

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
				Totals:	1,151.68
		7/08/10	1245	495.90	TIME CLOCK
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	695 I-00120877	6/09/10	6/09/10	5085	495.90 TIME CLOCK
		9/27/10	1445	228.78	CPU LOCKER SAFE BOX
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1169 I-00122121	6/14/10	9/01/10	4999	228.78 CPU LOCKER SAFE BOX
PACIFI	PACIFIC AIR QUALITY TESTING	9/22/10	1431	4,429.20	22366 TEC-SURVEY/SAMPLES
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1150 3266	11/20/09	9/01/10	4999	1,143.84 22366 TEC-SURVEY/SAMPLES
	1151 3339	3/22/10	9/01/10	4999	720.00 22096 AMO-POST REM SURVEY
	1152 3338	3/22/10	9/01/10	4999	882.56 23412 VAL-SURVEY/SAMPLES
	1153 3342	3/26/10	9/01/10	4999	879.95 23391 AND-SAMPLES
	1154 3334	3/16/10	9/01/10	4999	802.85 22265 MES-POST REM SURVEY
				Totals:	4,429.20
PATROL	PATROL ONE	6/11/10	1191	1,578.50	PATROL 05/14/10-05/20/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	526 220838	5/21/10	5/20/10	5420	1,578.50 PATROL 05/14/10-05/20/10
		6/23/10	1210	1,578.50	PATROL 05/21-05/27/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	603 220867	5/28/10	6/01/10	5420	1,578.50 PATROL 05/21-05/27/10
		6/28/10	1230	3,157.00	PATROL 05/28-06/03/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	637 221495	6/04/10	6/04/10	5420	1,578.50 PATROL 05/28-06/03/10
	638 221532	6/11/10	6/11/10	5420	1,578.50 PATROL 06/04-06/10/10
				Totals:	3,157.00
		7/08/10	1246	1,578.50	PATROL SVC 06/11-06/17/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	696 221570	6/18/10	6/18/10	5420	1,753.50 PATROL SVC 06/11-06/17/10
	696 221570	6/18/10	6/18/10	5420	175.00-
				Totals:	1,578.50
		7/15/10	1258	1,578.50	PATROL SVC 06/18-06/24
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	728 221613	6/25/10	6/25/10	5420	1,578.50 PATROL SVC 06/18-06/24
VOID		7/26/10	1285	.00	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
552	10-13285	5/25/10	5/25/10	5425	740.00 23465 JUA-K TREAT/REPAIR	
583	10-13486	6/04/10	6/04/10	5430	615.00 23336 MAR-TERMITE TRT/REP	
				Totals:	3,883.00	
		6/28/10	1231	225.00	WO #693- 22242 ZARAGOZA	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
640	10-13627	6/08/10	6/08/10	5425	225.00	WO #693- 22242 ZARAGOZA
		7/15/10	1259	125.00	WO #1043- 22532 ESTEBAN	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
734	10-14227	7/01/10	7/01/10	5425	125.00	WO #1043- 22532 ESTEBAN
		7/20/10	1268	425.00	23452 JUA-RODENT EXCLUSIO	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
740	10-14455	7/09/10	7/09/10	5425	200.00	23452 JUA-RODENT EXCLUSIO
745	10-14443	7/06/10	7/06/10	5425	225.00	22192 TAS-RAT CONTROL
				Totals:	425.00	
VOID		8/12/10	1317	.00		
		8/19/10	1322	2,998.00	22211 ESC-REPAIR DAMAGE	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
907	10-14818	None	7/23/10	5430	1,200.00	22211 ESC-REPAIR DAMAGE
908	10-14818	None	7/23/10	5400	500.00	22211 ESC-CHANGE ORDER
932	10-15065	None	7/30/10	5425	38.00	JUL MONTHLY PEST CONTROL
956	10-14959	None	7/26/10	5430	590.00	22311 ARR-TERMITE TREAT
956	10-14959	None	7/26/10	5400	325.00	
957	10-15194	None	8/04/10	5430	295.00	22216 TAS-TERMITE TREAT
957	10-15194	None	8/04/10	5400	50.00	
				Totals:	2,998.00	
		8/26/10	1342	295.00	23396 JUA-TERMITE TREAT	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
993	10-15360	8/11/10	8/11/10	5430	295.00	23396 JUA-TERMITE TREAT
		8/26/10	1357	5,021.00	PEST CONTROL-RODENT	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
358	10-11621	None	4/01/10	5425	225.00	PEST CONTROL-RODENT
360	10-11781	None	4/01/10	5430	445.00	23322 JUA-TERMITES
373	10-11855	None	4/01/10	5425	38.00	MARCH PEST CONTROL
374	09-15094	None	4/01/10	5430	295.00	22045 AMO-DRYWOOD TERMITE
375	09-15110	None	4/01/10	5430	295.00	23415 MAR-SUB TERMITES
376	10-12547	None	4/28/10	5425	225.00	22332 ARR-PEST TREATMENT
377	10-11945	None	4/01/10	5425	325.00	22201 TIB-RODENT CONTROL

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
378	10-12459	None	4/23/10	5425	38.00 APRIL PEST CONTROL	
866	09-15180	9/11/09	6/01/10	5425	225.00 22236 ZAR-RODENT EXCLUSIO	
867	09-15179	9/11/09	6/01/10	5425	225.00 22462 PAC-RODENT EXCLUSIO	
869	09-17552	12/31/09	6/01/10	5430	675.00 22185 PET-TERM TREAT/REPR	
870	10-11865	3/29/10	6/01/10	5430	745.00 22142 TAS-TREAT/REP TERMI	
878	10-12820	5/07/10	6/01/10	5425	225.00 WO #783- 23422 VALLE	
881	09-14998	9/02/09	6/01/10	5430	815.00 23422 SAL-TREAT/REP TERMI	
882	09-17551	12/31/09	6/01/10	5425	225.00 22185 PET- RODENT EXCLUSI	
				Totals:	5,021.00	
		9/01/10	1376	520.00	23416 MAR-TERMITE TRT/REP	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1043	10-15546	8/13/10	8/13/10	5430	520.00	23416 MAR-TERMITE TRT/REP
		9/07/10	1396	1,495.00	23432 BAS-TERMITE TREAT	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1098	10-15544	8/13/10	8/13/10	5430	620.00	23432 BAS-TERMITE TREAT
1099	10-15994	8/30/10	8/30/10	5425	225.00	WO #1007-22285 TIBURON
1100	10-15949	8/25/10	8/25/10	5425	325.00	WO #1208- 22295 TIBURON
1101	10-15898	8/26/10	8/26/10	5425	325.00	WO #1200-23342 JUANICO
				Totals:	1,495.00	
PHILAD	PHILADELPHIA INSURANCE CO.	9/17/10	1413	62,722.36	78981714 LIAB DOWN PYMT	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1117	09/02/10	9/02/10	9/02/10	1600	62,722.36	78981714 LIAB DOWN PYMT
PR-10	JIMMIE L. LENHART	6/04/10	(M) 9713	960.53	P/R 05/15/10-05/28/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
661	06/04/10	6/04/10	6/04/10	5461	1,538.46	P/R 05/15/10-05/28/10
661	06/04/10	6/04/10	6/04/10	5056	277.93-	
661	06/04/10	6/04/10	6/04/10	2400	300.00-	
				Totals:	960.53	
		6/08/10	(M) 1504	68.44	P/R 05/15/10-05/28/10 #2	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
675	06/08/10	6/08/10	6/08/10	5461	75.00	P/R 05/15/10-05/28/10 #2
675	06/08/10	6/08/10	6/08/10	5056	6.56-	
				Totals:	68.44	
		6/18/10	(M)999999	1,011.19	P/R 05/31/10-06/11/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
683	06/18/10	6/18/10	6/18/10	5461	1,613.46 P/R 05/31/10-06/11/10	
683	06/18/10	6/18/10	6/18/10	2400	300.00-	
683	06/18/10	6/18/10	6/18/10	5056	302.27-	
				Totals:	1,011.19	
		7/02/10	(M)999999	1,011.18	P/R 06/14/10-06/25/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
712	07/02/10	7/02/10	7/02/10	5461	1,613.46	P/R 06/14/10-06/25/10
712	07/02/10	7/02/10	7/02/10	2400	300.00-	
712	07/02/10	7/02/10	7/02/10	5056	302.28-	
				Totals:	1,011.18	
		7/16/10	(M)999999	1,011.18	P/R 06/26/10-07/09/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
755	07/09/10	7/16/10	7/16/10	5461	1,613.46	P/R 06/26/10-07/09/10
755	07/09/10	7/16/10	7/16/10	2400	300.00-	
755	07/09/10	7/16/10	7/16/10	5056	302.28-	
				Totals:	1,011.18	
		7/30/10	(M)999999	1,011.18	P/R 07/10/10-07/23/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
898	07/23/10	7/30/10	7/30/10	5461	1,613.46	P/R 07/10/10-07/23/10
898	07/23/10	7/30/10	7/30/10	2400	300.00-	
898	07/23/10	7/30/10	7/30/10	5056	302.28-	
				Totals:	1,011.18	
		8/13/10	(M)999999	1,011.18	P/R 07/24/10-08/06/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1069	08/06/10	8/13/10	8/13/10	5461	1,613.46	P/R 07/24/10-08/06/10
1069	08/06/10	8/13/10	8/13/10	2400	300.00-	
1069	08/06/10	8/13/10	8/13/10	5056	302.28-	
				Totals:	1,011.18	
		8/27/10	(M)999999	1,011.19	P/R 8/7/10-8/20/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1055	08/20/10	8/27/10	8/27/10	5461	1,613.46	P/R 8/7/10-8/20/10
1055	08/20/10	8/27/10	8/27/10	2400	300.00-	
1055	08/20/10	8/27/10	8/27/10	5056	302.27-	
				Totals:	1,011.19	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
PR-12	KELLY M. PIZZUTO	6/04/10	(M) 9712	764.87	P/R 05/15/10-05/28/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	657 06/04/10	6/04/10	6/04/10	5011	975.00 P/R 05/15/10-05/28/10
	657 06/04/10	6/04/10	6/04/10	5056	210.13-
				Totals:	764.87
		6/18/10	(M) 2216	792.15	P/R 05/31/10-06/11/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	679 06/18/10	6/18/10	6/18/10	5011	1,013.13 P/R 05/31/10-06/11/10
	679 06/18/10	6/18/10	6/18/10	5056	220.98-
				Totals:	792.15
		7/02/10	(M) 4311	814.07	P/R 06/14/10-06/25/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	708 07/02/10	7/02/10	7/02/10	5011	1,043.75 P/R 06/14/10-06/25/10
	708 07/02/10	7/02/10	7/02/10	5056	229.68-
				Totals:	814.07
		7/16/10	(M) 6952	663.10	P/R 06/26/10-07/09/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	751 07/09/10	7/16/10	7/16/10	5011	832.81 P/R 06/26/10-07/09/10
	751 07/09/10	7/16/10	7/16/10	5056	169.71-
				Totals:	663.10
		7/30/10	(M)999999	778.28	P/R 07/10/10-07/23/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	893 07/23/10	7/30/10	7/30/10	5011	993.75 P/R 07/10/10-07/23/10
	893 07/23/10	7/30/10	7/30/10	5056	215.47-
				Totals:	778.28
		8/13/10	(M)999999	836.43	P/R 07/24/10-08/06/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1064 08/06/10	8/13/10	8/13/10	5011	1,075.00 P/R 07/24/10-08/06/10
	1064 08/06/10	8/13/10	8/13/10	5056	238.57-
				Totals:	836.43
		8/27/10	(M)999999	858.81	P/R 8/7/10-8/20/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1052 08/20/10	8/27/10	8/27/10	5011	1,106.25 P/R 8/7/10-8/20/10
	1052 08/20/10	8/27/10	8/27/10	5056	247.44-

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
				Totals:	858.81	
PR-13	COLTON GAAL	7/16/10	(M) 6953	177.93	P/R 06/26/10-07/09/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
759	07/09/10	7/16/10	7/16/10	5461	195.00	P/R 06/26/10-07/09/10
759	07/09/10	7/16/10	7/16/10	5056	17.07-	
				Totals:	177.93	
		7/30/10	(M) 7088	348.27	P/R 07/10/10-07/23/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
896	07/23/10	7/30/10	7/30/10	5461	400.00	P/R 07/10/10-07/23/10
896	07/23/10	7/30/10	7/30/10	5056	51.73-	
				Totals:	348.27	
		8/03/10	1293	123.22	P/R 07/26-07/28/10 FINAL	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
920	07/28/10	7/28/10	7/28/10	5461	135.00	P/R 07/26-07/28/10 FINAL
920	07/28/10	7/28/10	7/28/10	5056	11.78-	
				Totals:	123.22	
		8/13/10	(M) 1293	123.22	P/R 07/24/10-08/06/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1067	08/06/10	8/13/10	8/13/10	5461	135.00	P/R 07/24/10-08/06/10
1067	08/06/10	8/13/10	8/13/10	5056	11.78-	
				Totals:	123.22	
PR-14	TYLER A. BARELA	7/16/10	(M) 6951	177.93	P/R 06/26/10-07/09/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
758	07/09/10	7/16/10	7/16/10	5011	195.00	P/R 06/26/10-07/09/10
758	07/09/10	7/16/10	7/16/10	5056	17.07-	
				Totals:	177.93	
		7/30/10	(M) 7087	348.27	P/R 07/10/10-07/23/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
892	07/23/10	7/30/10	7/30/10	5011	400.00	P/R 07/10/10-07/23/10
892	07/23/10	7/30/10	7/30/10	5056	51.73-	
				Totals:	348.27	
		8/03/10	1294	123.22	P/R 07/26-07/28/10 FINAL	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		921	07/28/10	7/28/10	7/28/10	5011	135.00	P/R 07/26-07/28/10 FINAL
		921	07/28/10	7/28/10	7/28/10	5056	11.78-	
				Totals:			123.22	
		8/13/10	(M) 1294	123.22				P/R 07/24/10-08/06/10
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1063	08/06/10	8/13/10	8/13/10	5011	135.00	P/R 07/24/10-08/06/10
		1063	08/06/10	8/13/10	8/13/10	5056	11.78-	
				Totals:			123.22	
VOID		8/10/10		1297			.00	
PR-2	JAMI MCALLISTER	8/13/10	(M)999999				554.50	P/R - FINAL
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1072	08/06/10	8/13/10	8/13/10	5011	650.00	P/R - FINAL
		1072	08/06/10	8/13/10	8/13/10	5056	95.50-	
				Totals:			554.50	
PR-4	ROBERT M. GRAHAM	6/04/10	(M)999999				1,113.22	P/R 05/15/10-05/28/10
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		660	06/04/10	6/04/10	6/04/10	5461	1,398.75	P/R 05/15/10-05/28/10
		660	06/04/10	6/04/10	6/04/10	5056	285.53-	
				Totals:			1,113.22	
		6/08/10	(M) 1503	68.43				P/R 05/15/10-05/28/10 #2
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		674	06/08/10	6/08/10	6/08/10	5461	75.00	P/R 05/15/10-05/28/10 #2
		674	06/08/10	6/08/10	6/08/10	5056	6.57-	
				Totals:			68.43	
		6/18/10	(M)999999	1,191.79				P/R 05/31/10-06/11/10
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		682	06/18/10	6/18/10	6/18/10	5461	1,512.00	P/R 05/31/10-06/11/10
		682	06/18/10	6/18/10	6/18/10	5056	320.21-	
				Totals:			1,191.79	
		7/02/10	(M)999999	1,025.55				P/R 06/14/10-06/25/10
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		711	07/02/10	7/02/10	7/02/10	5461	1,272.38	P/R 06/14/10-06/25/10
		711	07/02/10	7/02/10	7/02/10	5056	246.83-	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
				Totals:	1,025.55
		7/16/10	(M)999999	788.42	P/R 06/26/10-07/09/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
754	07/09/10	7/16/10	7/16/10	5461	937.50 P/R 06/26/10-07/09/10
754	07/09/10	7/16/10	7/16/10	5056	149.08-
				Totals:	788.42
		7/23/10	(M)999999	917.26	P/R 07/10/10-07/23/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
897	07/23/10	7/23/10	7/23/10	5461	1,117.50 P/R 07/10/10-07/23/10
897	07/23/10	7/23/10	7/23/10	5056	200.24-
				Totals:	917.26
		8/13/10	(M)999999	933.35	P/R 07/24/10-08/06/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1068	08/06/10	8/13/10	8/13/10	5461	1,140.00 P/R 07/24/10-08/06/10
1068	08/06/10	8/13/10	8/13/10	5056	206.65-
				Totals:	933.35
		8/27/10	(M)999999	858.19	P/R 8/7/10-8/20/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1054	08/20/10	8/27/10	8/27/10	5461	1,035.00 P/R 8/7/10-8/20/10
1054	08/20/10	8/27/10	8/27/10	5056	176.81-
				Totals:	858.19
PR-5	WILLIAM SCHMITT	6/04/10	(M)999999	924.17	P/R 05/15/10-05/28/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
663	06/04/10	6/04/10	6/04/10	5461	1,056.75 P/R 05/15/10-05/28/10
663	06/04/10	6/04/10	6/04/10	5056	132.58-
				Totals:	924.17
		6/08/10	(M) 1506	68.44	P/R 05/15/10-05/28/10 #2
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
677	06/08/10	6/08/10	6/08/10	5461	75.00 P/R 05/15/10-05/28/10 #2
677	06/08/10	6/08/10	6/08/10	5056	6.56-
				Totals:	68.44
		6/18/10	(M)999999	1,176.36	P/R 05/31/10-06/11/10

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	687 06/18/10	6/18/10	6/18/10	5461	1,417.13 P/R 05/31/10-06/11/10
	687 06/18/10	6/18/10	6/18/10	5056	240.77-
				Totals:	1,176.36
		7/02/10	(M)999999	1,166.74	P/R 06/14/10-06/25/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	714 07/02/10	7/02/10	7/02/10	5461	1,403.25 P/R 06/14/10-06/25/10
	714 07/02/10	7/02/10	7/02/10	5056	236.51-
				Totals:	1,166.74
		7/16/10	(M)999999	725.35	P/R 06/26/10-07/09/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	757 07/09/10	7/16/10	7/16/10	5461	795.00 P/R 06/26/10-07/09/10
	757 07/09/10	7/16/10	7/16/10	5056	69.65-
				Totals:	725.35
		7/30/10	(M)999999	1,128.50	P/R 07/10/10-07/23/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	900 07/23/10	7/30/10	7/30/10	5461	1,348.13 P/R 07/10/10-07/23/10
	900 07/23/10	7/30/10	7/30/10	5056	219.63-
				Totals:	1,128.50
		8/13/10	(M)999999	947.52	P/R 07/24/10-08/06/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1071 08/06/10	8/13/10	8/13/10	5461	1,089.38 P/R 07/24/10-08/06/10
	1071 08/06/10	8/13/10	8/13/10	5056	141.86-
				Totals:	947.52
		8/27/10	(M)999999	970.34	P/R 8/7/10-8/20/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	1056 08/20/10	8/27/10	8/27/10	5461	1,121.25 P/R 8/7/10-8/20/10
	1056 08/20/10	8/27/10	8/27/10	5056	150.91-
				Totals:	970.34
PR-6	KATHLEEN REED	6/04/10	(M)999999	1,388.88	P/R 05/15/10-05/28/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
658	06/04/10	6/04/10	6/04/10	5011	1,830.00 P/R 05/15/10-05/28/10	
658	06/04/10	6/04/10	6/04/10	5056	441.12-	
				Totals:	1,388.88	
		6/08/10	(M) 1501	68.44	P/R 05/15/10-05/28/10 #2	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
671	06/08/10	6/08/10	6/08/10	5011	75.00	P/R 05/15/10-05/28/10 #2
671	06/08/10	6/08/10	6/08/10	5056	6.56-	
				Totals:	68.44	
		6/18/10	(M)999999	1,250.33	P/R 05/31/10-06/11/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
680	06/18/10	6/18/10	6/18/10	5011	1,605.00	P/R 05/31/10-06/11/10
680	06/18/10	6/18/10	6/18/10	5056	354.67-	
				Totals:	1,250.33	
		7/02/10	(M)999999	1,284.96	P/R 06/14/10-06/25/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
709	07/02/10	7/02/10	7/02/10	5011	1,661.25	P/R 06/14/10-06/25/10
709	07/02/10	7/02/10	7/02/10	5056	376.29-	
				Totals:	1,284.96	
		7/16/10	(M)999999	1,233.01	P/R 06/26/10-07/09/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
752	07/09/10	7/16/10	7/16/10	5011	1,576.88	P/R 06/26/10-07/09/10
752	07/09/10	7/16/10	7/16/10	5056	343.87-	
				Totals:	1,233.01	
		7/30/10	(M)999999	348.10	P/R 07/10/10-07/23/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
894	07/23/10	7/30/10	7/30/10	5011	382.50	P/R 07/10/10-07/23/10
894	07/23/10	7/30/10	7/30/10	5056	34.40-	
				Totals:	348.10	
		8/13/10	(M)999999	68.43	P/R 07/24/10-08/06/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1065	08/06/10	8/13/10	8/13/10	5011	75.00	P/R 07/24/10-08/06/10
1065	08/06/10	8/13/10	8/13/10	5056	6.57-	
				Totals:	68.43	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
PR-7	JOSH BOUCHER	6/04/10	(M)999999	696.87	P/R 05/15/10-05/28/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	659 06/04/10	6/04/10	6/04/10	5461	880.00 P/R 05/15/10-05/28/10
	659 06/04/10	6/04/10	6/04/10	5056	183.13-
				Totals:	696.87
		6/08/10	(M) 1502	68.43	P/R 05/15/10-05/28/10 #2
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	673 06/08/10	6/08/10	6/08/10	5461	75.00 P/R 05/15/10-05/28/10 #2
	673 06/08/10	6/08/10	6/08/10	5056	6.57-
				Totals:	68.43
		6/18/10	(M)999999	635.32	P/R 05/31/10-06/11/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	681 06/18/10	6/18/10	6/18/10	5011	794.00 P/R 05/31/10-06/11/10
	681 06/18/10	6/18/10	6/18/10	5056	158.68-
				Totals:	635.32
		6/21/10	(M) 719	136.87	P/R 05/31/10-06/11/10 #2
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	692 06/21/10	6/21/10	6/21/10	5461	150.00 P/R 05/31/10-06/11/10 #2
	692 06/21/10	6/21/10	6/21/10	5056	13.13-
				Totals:	136.87
		7/02/10	(M)999999	828.57	P/R 06/14/10-06/25/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	710 07/02/10	7/02/10	7/02/10	5461	1,064.00 P/R 06/14/10-06/25/10
	710 07/02/10	7/02/10	7/02/10	5056	235.43-
				Totals:	828.57
		7/16/10	(M)999999	799.22	P/R 06/26/10-07/09/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	753 07/09/10	7/16/10	7/16/10	5461	1,023.00 P/R 06/26/10-07/09/10
	753 07/09/10	7/16/10	7/16/10	5056	223.78-
				Totals:	799.22
		7/30/10	(M)999999	770.89	P/R 07/10/10-07/23/10
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	895 07/23/10	7/30/10	7/30/10	5461	954.00 P/R 07/10/10-07/23/10
	895 07/23/10	7/30/10	7/30/10	5056	183.11-

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
				Totals:	770.89	
		8/13/10	(M)999999	781.62	P/R 07/24/10-08/06/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1066	08/06/10	8/13/10	8/13/10	5461	969.00	P/R 07/24/10-08/06/10
1066	08/06/10	8/13/10	8/13/10	5056	187.38-	
				Totals:	781.62	
		8/27/10	(M)999999	824.56	P/R 8/7/10-8/20/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1053	08/20/10	8/27/10	8/27/10	5461	1,029.00	P/R 8/7/10-8/20/10
1053	08/20/10	8/27/10	8/27/10	5056	204.44-	
				Totals:	824.56	
PR-9	TOMMY MADRIL	6/04/10	(M) 9714	415.90	P/R 05/15/10-05/28/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
662	06/04/10	6/04/10	6/04/10	5461	930.00	P/R 05/15/10-05/28/10
662	06/04/10	6/04/10	6/04/10	2400	415.91-	
662	06/04/10	6/04/10	6/04/10	5056	98.19-	
				Totals:	415.90	
		6/08/10	(M) 1505	34.22	P/R 05/15/10-05/28/10 #2	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
676	06/08/10	6/08/10	6/08/10	5461	75.00	P/R 05/15/10-05/28/10 #2
676	06/08/10	6/08/10	6/08/10	2400	34.22-	
676	06/08/10	6/08/10	6/08/10	5056	6.56-	
				Totals:	34.22	
		6/10/10	1165	87.60	FINAL PAYROLL	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
555	06/10/10	6/10/10	6/10/10	5461	192.00	FINAL PAYROLL
555	06/10/10	6/10/10	6/10/10	2400	87.61-	
555	06/10/10	6/10/10	6/10/10	5056	16.79-	
				Totals:	87.60	
PR-CHI	DEPARTMENT OF CHILD SUPPORT	6/14/10	1200	87.61	FINAL P/R-TOMMY MADRIL	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
601	06/10/10	6/10/10	6/10/10	2400	87.61	FINAL P/R-TOMMY MADRIL
PR-GAR	P/R WAGE GARNISHMENTS	6/04/10	(M) 9710	300.00	P/R 05/15-05/28 CA STATE	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
665	06/04/10	6/04/10	6/04/10	2400	300.00 P/R 05/15-05/28 CA STATE
		6/04/10	(M) 9711	415.91	P/R 05/15-05/28 CHILD SUP
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
666	06/04/10	6/04/10	6/04/10	2400	415.91 P/R 05/15-05/28 CHILD SUP
		6/08/10	(M) 1500	34.22	P/R 05/15-05/28 #2-CHLD S
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
672	06/08/10	6/08/10	6/08/10	2400	34.22 P/R 05/15-05/28 #2-CHLD S
		6/18/10	(M) 2217	300.00	P/R 05/31-06/11 CA STATE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
684	06/18/10	6/18/10	6/18/10	2400	300.00 P/R 05/31-06/11 CA STATE
		6/18/10	(M) 2218	87.61	P/R 05/15-06/11 CHILD SUP
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
688	06/18/10	6/18/10	6/18/10	2400	87.61 P/R 05/15-06/11 CHILD SUP
		7/02/10	(M) 4312	300.00	P/R 06/14-06/25 CA STATE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
713	07/02/10	7/02/10	7/02/10	2400	300.00 P/R 06/14-06/25 CA STATE
		7/16/10	(M) 6954	300.00	P/R 06/26-07/09 CA STATE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
756	07/09/10	7/16/10	7/16/10	2400	300.00 P/R 06/26-07/09 CA STATE
		7/30/10	(M) 7089	300.00	P/R 07/10-07/23 CA ST #10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
899	07/23/10	7/30/10	7/30/10	2400	300.00 P/R 07/10-07/23 CA ST #10
		8/13/10	(M) 8509	300.00	P/R 7/24-8/6 CA ST-LENHAR
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1070	08/06/10	8/13/10	8/13/10	2400	300.00 P/R 7/24-8/6 CA ST-LENHAR
		8/27/10	(M) 132	300.00	P/R 8/7-8/20-CA ST-LENHAR
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
1059	08/20/10	8/27/10	8/27/10	2400	300.00 P/R 8/7-8/20-CA ST-LENHAR
PR-TAX	PAYROLL TAXES	6/04/10	(M)999999	2,334.85	P/R 05/15/10-05/28/10
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
669	06/04/10	6/04/10	6/04/10	5056	2,334.85 P/R 05/15/10-05/28/10
		6/08/10	(M)999999	73.80	P/R 05/15/10-05/28/10 #2
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
678	06/08/10	6/08/10	6/08/10	5056	73.80 P/R 05/15/10-05/28/10 #2	
		6/18/10	(M)999999	2,435.24	P/R 05/31/10-06/11/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
691	06/18/10	6/18/10	6/18/10	5056	2,435.24	P/R 05/31/10-06/11/10
		6/21/10	(M)999999	24.61	P/R 05/31/10-06/11/10 #2	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
693	06/21/10	6/21/10	6/21/10	5056	24.61	P/R 05/31/10-06/11/10 #2
		7/02/10	(M)999999	2,288.34	P/R 06/14/10-07/02/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
715	07/02/10	7/02/10	7/02/10	5056	2,288.34	P/R 06/14/10-07/02/10
		7/16/10	(M)999999	1,893.50	P/R 06/26/10-07/09/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
760	07/09/10	7/16/10	7/16/10	5056	1,893.50	P/R 06/26/10-07/09/10
		7/30/10	(M)999999	1,887.23	P/R 07/10/10-07/23/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
901	07/23/10	7/30/10	7/30/10	5056	1,887.23	P/R 07/10/10-07/23/10
		8/13/10	(M)999999	1,770.48	P/R 07/24/10-08/06/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1073	08/06/10	8/13/10	8/13/10	5056	1,770.48	P/R 07/24/10-08/06/10
		8/27/10	(M)999999	1,533.60	P/R 8/7/10-8/20/10	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1057	08/20/10	8/27/10	8/27/10	5056	1,533.60	P/R 8/7/10-8/20/10
PROSER	PROSERV PLUMBING AND DRAIN	9/17/10	1414	2,486.00	23422 BAS-PRESSURE TEST	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1112	8116-184218	8/31/10	9/01/10	5405	187.00	23422 BAS-PRESSURE TEST
1113	8116-183691	8/09/10	9/01/10	5405	1,887.00	23422 BAS-REPL WATER PIPE
1114	8116-183689	8/05/10	9/01/10	5405	412.00	22295 ESC-PINHOLD LK CAVE
				Totals:	2,486.00	
		9/27/10	1446	95.00	22201 ARR-LEAKING TOILET	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1164	8116-184929	9/17/10	9/17/10	5405	95.00	22201 ARR-LEAKING TOILET
QUALIT	QUALITY TERMITE CONTROL, INC.	7/08/10	1247	981.00	WO #789- 23401 PARTIDA	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
698	14424-1	6/29/10	6/29/10	5430	981.00	WO #789- 23401 PARTIDA
		8/26/10	1343	1,675.00	22295 ESC-	TERMITE TREAT
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
996	14964-1	8/11/10	8/11/10	5430	710.00	22295 ESC- TERMITE TREAT
997	14956-1	8/09/10	8/09/10	5430	175.00	23395 TEL-TERMITE TREAT
998	14944-1	8/06/10	8/06/10	5430	790.00	23271 MAR-TERMITE TREAT
				Totals:	1,675.00	
		9/01/10	1378	7,876.00	22345 DAN-	TERMITE TREAT
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1022	15008-1	8/19/10	8/19/10	5430	961.00	22345 DAN-TERMITE TREAT
1023	15019-1	8/24/10	8/24/10	5430	750.00	22286 MES-TERMITE TREAT
1024	15020-1	8/24/10	8/24/10	5430	1,000.00	22091 VINO-TERMITE TREAT
1025	15030-1	8/25/10	8/25/10	5430	990.00	23472 NOR-TERMITE TREAT
1044	14998-1	8/18/10	8/18/10	5430	795.00	23372 BAS-TERMITE TREAT
1045	14990-1	8/16/10	8/16/10	5430	1,370.00	22312 TEC-TERMITE TREAT
1046	15004-1	8/19/10	8/19/10	5430	250.00	23282 MAR-TERMITE TREAT
1047	15003-1	8/19/10	8/19/10	5430	745.00	22376 TEC-TERMITE TREAT
1048	15002-1	8/19/10	8/19/10	5430	1,015.00	23256 MAR-TERMITE TREAT
				Totals:	7,876.00	
		9/07/10	1397	2,112.00	23336 LAZ-	TERMITE TREAT
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1104	15046-1	8/30/10	8/30/10	5430	837.00	23336 LAZ-TERMITE TREAT
1105	15048-1	8/30/10	8/30/10	5430	200.00	23466 JUA-TERMITE TREAT
1106	15047-1	8/30/10	8/30/10	5430	1,075.00	22302 TEC-TERMITE TREAT
				Totals:	2,112.00	
		9/17/10	1415	1,490.00	22282 TIB-	TERMITE TREAT
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1125	15068-1	9/03/10	9/03/10	5430	1,165.00	22282 TIB-TERMITE TREAT
1126	15065-1	9/02/10	9/02/10	5430	200.00	22461 AVE-TERMITE TREAT
1127	15064-1	9/02/10	9/02/10	5430	125.00	22146 TAS-TERMITE TREAT
				Totals:	1,490.00	
		9/22/10	1432	1,110.00	22172 VIN-	TERMITE TREAT
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1155	15097-1	9/14/10	9/14/10	5430	935.00	22172 VIN-TERMITE TREAT
1160	15082-1	9/09/10	9/09/10	5430	175.00	23366 MAR-TERMITE TREAT
				Totals:	1,110.00	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference				
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		800	26299	4/15/10	6/01/10	5430	1,575.00	WO #722- 22326 TECATE	
		801	26143	5/04/10	6/01/10	5430	1,475.00	WO # 638- 23485 NORTE	
		802	26145	5/10/10	6/01/10	5430	350.00	WO #500- 22075 AMOR	
		803	26130	5/10/10	6/01/10	5430	350.00	WO #510- 23335 LOS POCITO	
		804	26264	5/10/10	6/01/10	5430	350.00	WO #611-23451 BASILIO	
		806	26128	5/11/10	6/01/10	5430	350.00	WO #518- 22292 ARROYO SEC	
		822	02/28/10	2/28/10	6/01/10	5430	485.92	VISTA PAINT REIMBURSEMENT	
		823	03/31/10	3/31/10	6/01/10	5430	151.11	VISTA PAINT REIMBURSEMENT	
		Totals:						5,087.03	
SOUTHE	SOUTHERN CALIFORNIA EDISON	6/14/10	(M)999999	2,789.37	2-17-259-7510	05/01-06/01			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		593	ACH 06/14/10	6/04/10	5/31/10	5315	2,789.37	2-17-259-7510 05/01-06/01	
				7/15/10	1260	3,732.96	2-17-259-7510	06/01-07/01	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		718	07/03/10	7/03/10	6/30/10	5315	3,732.96	2-17-259-7510 06/01-07/01	
				8/16/10	(M)999999	4,223.55	2-17-259-7510	7/1-8/1	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		1076	ACH 08/16/10	8/16/10	8/16/10	5315	4,223.55	2-17-259-7510 7/1-8/1	
STAPLE	STAPLES CREDIT PLAN	6/11/10		1194		51.29	6035 5178 6134	3860	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		533	05/13/10	5/13/10	5/13/10	5085	51.29	6035 5178 6134 3860	
				6/23/10	1211	3.61	6035 5178 6134	3860	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		607	06/11/10	6/11/10	6/11/10	5085	3.61	6035 5178 6134 3860	
				8/12/10	1318	510.45	6035 5178 6134	3860	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		947	07/13/10	7/13/10	7/13/10	5085	510.45	6035 5178 6134 3860	
				9/27/10	1449	711.44	6035 5178 6134	3860	
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		1162	09/12/10	9/12/10	9/12/10	5085	711.44	6035 5178 6134 3860	
STEAM	STEAM MASTER INC.	6/11/10		1195		325.00	CARPET CLEANING		
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		590	27959	5/28/10	5/28/10	5435	325.00	CARPET CLEANING	
				6/28/10	1234	410.00	22305 TIB-CARPET CLEANING		
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference	
		625	27794	5/07/10	6/01/10	5025	410.00	22305 TIB-CARPET CLEANING	

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference			
		8/12/10	1319	150.00	WO #1081-22235 TASQUILLO			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		916	28385	7/17/10	7/17/10	5455	150.00	WO #1081-22235 TASQUILLO
THEGAS	THE GAS COMPANY	6/14/10	(M)999999	801.19	145 008 46002 04/30-06/02			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		592	ACH 06/14/10	6/04/10	5/31/10	5310	801.19	145 008 46002 04/30-06/02
		6/17/10	(M)999999	732.95	MAY GAS USAGE			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		707	ACH 06/17/10	6/17/10	6/17/10	5310	732.95	MAY GAS USAGE
		7/19/10	(M)999999	416.14	067 408 33006 06/02-07/01			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		890	ACH 07/19/10	7/01/10	6/30/10	5310	416.14	067 408 33006 06/02-07/01
VOID		7/29/10	1287	.00				
		8/14/10	(M)999999	853.08				
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		950	ACH 08/14/10	8/04/10	7/31/10	5310	447.33	
		1084	ACH 08/14/10	8/14/10	8/14/10	5310	405.75	145 008 46002 07/01-08/02
				Totals:			853.08	
		9/12/10	(M)999999	346.25	067 408 33006 08/02-08/31			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1115	ACH 09/12/10	9/12/10	9/12/10	5310	346.25	067 408 33006 08/02-08/31
THREE	THREE PHASE ELECTRIC	6/11/10	1196	352.85	WO #861-23346 TEL			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		591	186132	6/01/10	5/25/10	5415	352.85	WO #861-23346 TEL
TOPS	212 SOFTWARE	8/12/10	1320	79.95	AUGUST TOPS MAINT.			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		933	07/23/10	7/23/10	8/01/10	5080	79.95	Website & Software Servic
		9/07/10	1398	159.90	W4332 - SEPT MAINT			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1097	08/24/10	8/24/10	9/01/10	5080	159.90	Website & Software Servic
TRITON	TRITON AIR	9/27/10	1450	89.00	REPAIR A/C IN CLUBHOUSE			
		Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
		1171	0000001852	9/22/10	9/22/10	5400	89.00	REPAIR A/C IN CLUBHOUSE
VOID		6/24/10	1214	.00				
VOID		6/24/10	1215	.00				
VERIZO	VERIZON WIRELESS	6/28/10	(M) 1214	180.02	87179135200002 5/14-06/13			

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference	
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
617	0878848489	6/13/10	6/13/10	5075	180.02	87179135200002 5/14-06/13
		6/28/10	(M) 1215	333.61	87179135200001	5/14-06/13
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
618	0878848488	6/13/10	6/13/10	5075	433.61	87179135200001 5/14-06/13
618	0878848488	6/13/10	6/13/10	5075	100.00-	
				Totals:	333.61	
		8/03/10	1295	217.47	871791352-2	06/14-07/13
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
905	0887811460	7/13/10	7/13/10	5075	217.47	871791352-2 06/14-07/13
		8/03/10	1296	243.40	871791352-2	06/14-07/13
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
906	0887811459	7/13/10	7/13/10	5075	243.40	871791352-2 06/14-07/13
		9/01/10	1380	166.80	87179135200002	7/14-8/13
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1016	0896769622	8/13/10	8/13/10	5075	166.80	87179135200002 7/14-8/13
		9/01/10	1381	179.46	87179135200001	7/14-08/13
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
1017	0896769621	8/13/10	8/13/10	5075	179.46	87179135200001 7/14-08/13
VISTA	VISTA PAINT	6/23/10	1212	1,436.86		PAINTING SUPPLIES
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
614	2010-873645-00	6/11/10	6/11/10	5025	1,436.86	PAINTING SUPPLIES
			Totals:	1,088,979.48		
Cash account #:	1010	Pacific Western Bank Ckg.				
CAI-OC	CAI OCRC	6/01/10	(M) 3224	112.50-		VOID 12/03/09 CK3224
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
973	12/03/09	6/01/10	6/01/10	5025	112.50-	VOID 12/03/09 CK3224
CRR	CR&R INCORPORATED	6/28/10	(M)999999	12,382.28		JUNE TRASH SERVICE
Vchr-#	Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid	Reference
717	ACH 06/28/10	6/28/10	6/28/10	5325	12,382.28	JUNE TRASH SERVICE

VENDOR CHECK REGISTER

Starting check date: 6/01/10 Starting vendor: "First" Cash account #: "All"
 Ending check date: 9/30/10 Ending vendor: "Last"

Vend-#	Vendor Name	Check-date	Check-#	Check-amount	Reference
IRS	FINANCIAL AGENT	6/01/10	(M) 5062	1,350.00-	VOID 3/3/10 CK5062
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	975 03/01/10	6/01/10	6/01/10	5055	1,350.00- VOID 3/3/10 CK5062
PACIFI	PACIFIC AIR QUALITY TESTING	6/01/10	(M) 3333	1,440.00-	VOID 1/27/10 CK3333
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	972 01/27/10	6/01/10	6/01/10	5455	1,440.00- VOID 1/27/10 CK3333
THEGAS	THE GAS COMPANY	7/16/10	(M)999999	346.35	145 008 46002 06/02-07/01
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	722 ACH 07/16/10	7/06/10	6/30/10	5310	346.35 145 008 46002 06/02-07/01
Totals:				9,826.13	
Cash account #:	1240	Merrill Lynch Money Mkt 0.15%			
MCC	MCC CONSTRUCTION SERVICES	6/01/10	(M) 103	313.00-	R-VOID 3/16/10 RSV CK103
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	884 2206	6/01/10	6/01/10	3025	313.00- Structural Replacement/Re
PAVEWA	PAVEWAY	7/23/10	118	13,902.25	R-PAVING PHASE 1 & 2
	Vchr-# Invoice-#	Inv-date	Eff-date	Acct #	Amount-paid Reference
	777 1907	6/18/10	6/18/10	6072	13,902.25 R-PAVING PHASE 1 & 2
Totals:				13,589.25	
Grand Totals:				1,112,394.86	

EXHIBIT 3

General Unsecured Claims

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>Contingent</u>	<u>Unliquidated</u>	<u>Disputed</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>	<u>Comments</u>
Orange County Treasurer-Tax Collector PO Box 1438 Santa Ana, CA 92702	\$.00			X	6, 8 and 9 – filed as Secured Claims	12/2/2010 12/16/1010 12/16/2010	\$ 294.00	\$.00	\$.00	\$.00	The three Claims appear to be duplicates. Claim has been paid. To request that the Tax Collector withdraw the Claims.
California Franchise Tax Board Attn Bankruptcy PO Box 2952 Sacramento, CA 95812	\$.00							\$.00	\$.00	\$.00	
Internal Revenue Service Mail Stop 5503 Insolvency Group 7 2400 Avila Road, M/S 5503 Laguna Niguel, CA 92677	\$.00				7	12/6/2010	\$9,580.49	\$.00	\$.00	\$.00	Docket No. 93 - Notice of Withdrawal of Claim was filed.
Employment Develop Depart PO Box 826880 Sacramento, CA 94280-0001	\$.00							\$.00	\$.00	\$.00	
AV Builder Corp 6373 Nancy Ridge Drive San Diego, CA 92121	\$775,157.58				14	1/4/2011	\$2,171,890.42	\$2,000,000.00	\$.00	\$.00	Claim resolved through the AVB Settlement Documens, AVB Settlement Order and AVB Funding Order.
Antis Roofing & Waterproofing 48 Waterworks Way Irvine, CA 92613	\$14,416.14							\$.00	\$.00	\$14,416.14	

EXHIBIT 3, PAGE 1

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Arrowhead #215 6661 Dixie Hwy Suite 4 Louisville, KY 40258	\$ 161.01							\$.00	\$.00	\$ 161.01	
Calderon, Olga Yolanda 21682 Alderbrook Mission Viejo, CA 92692	\$ 478.76							\$.00	\$.00	\$ 478.76	
Capistrano Lock & Safe 31952 Del Obispo Suite 280 San Juan Capistrano, CA 92675	\$ 241.03							\$.00	\$.00	\$ 241.03	
Chase Merritt Fund II 22224 Caminito Mescalero Laguna Hills, CA 92653	\$ 53.50							\$.00	\$.00	\$ 53.50	
Cowell, Timothy and Aimee 24791 Largo Dr Laguna Hills, CA 92653-5328	\$ 340.00							\$.00	\$.00	\$ 340.00	
Cox, Troy D 2708 Ione Street Sacramento, CA 95821	\$ 340.00							\$.00	\$.00	\$ 340.00	
Cunningham Doors and Windows, Inc. 1940 E Edinger Avenue Santa Ana, CA 92705	\$ 768.55				17	1/16/1900	\$ 768.55	\$.00	\$.00	\$ 768.55	

EXHIBIT 3, PAGE 2

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Dell Financial Services LLC c/o Resurgent Capital Services as Servicing Agent Joyce Montjoy, Bankruptcy Recovery Manager PO Box 10390 Greenville, SC 29603-0390	\$ 30.00				3	11/9/2010	\$ 53.13	\$.00	\$.00	\$ 53.13	
Doheny Plumbing Inc 1311 Calle Avanzado San Clemente, CA 92673	\$1,157.63				2	11/4/2010	\$4,125.16	\$.00	\$.00	\$4,125.16	
Ficcadenti & Waggoner Consulting Structural Engineers, Inc. 16969 Von Karmen Suite 240 Irvine, CA 92606	\$ 800.00				16	12/27/2010	\$4,096.82	\$.00	\$.00	\$4,096.82	
Ganahl Lumber Co 1220 E. Ball Rd. Anaheim, CA 92805	\$ 25.55							\$.00	\$.00	\$ 25.55	
Hickey & Petchul LLP 114 Pacifica Suite 340 Irvine, CA 92618	\$76,025.32				15	1/6/2011	\$78,568.93	\$.00	\$.00	\$78,568.93	
Home Depot Credit Services PO Box 9121 Des Moines, IA 50368-9121	\$2,389.54							\$.00	\$.00	\$2,389.54	
John Deere Landscapes, Inc. 1425 N McDowell Blvd Suite 125 Petaluma, CA 94952	\$ 414.00				4	11/17/2010	\$ 420.03	\$.00	\$.00	\$ 420.03	

EXHIBIT 3, PAGE 3

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>Contingent</u>	<u>Unliquidated</u>	<u>Disputed</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>	<u>Comments</u>
Law Offices of Mary E. Lynch 2030 Main Street 13th Floor Irvine, CA 92614	\$ 162.50							\$.00	\$.00	\$ 162.50	
MCC Construction Services 928 E. Arlee Place Anaheim, CA 92805	\$25,923.57				11	12/13/2010	\$31,524.57	\$.00	\$.00	\$31,524.57	
MaGee, John 23416 Caminito Basilio Laguna Hills, CA 92653	\$ 19.76							\$.00	\$.00	\$ 19.76	
Payne Pest Management 8831 Research Dr Suite 200 Irvine, CA 92618	\$10,995.00							\$.00	\$.00	\$10,995.00	
Quality Care Termite Control, Inc. 26072 Merit Circle Suite 126 Laguna Hills, CA 92653	\$11,646.00			X	10	12/13/2010	\$7,008.00	\$.00	\$.00	\$7,008.00	Asserts a priority status but provides no evidence showing that the claim is entitled priority classification. Objection to the claim to be filed to request that it be reclassified as a Nonpriority General Unsecured Claim in the amount of \$7,008.
Theodore R Howard - Mediator 2677 N Main Street Suite 800 Santa Ana, CA 92705	\$3,180.00							\$.00	\$.00	\$3,180.00	

EXHIBIT 3, PAGE 4

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>Contingent</u>	<u>Unliquidated</u>	<u>Disputed</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>	<u>Comments</u>
The Bee Man 25652 Taladro Circle Suite G Mission Viejo, CA 92691	\$1,099.00							\$.00	\$.00	\$1,099.00	
Solo Termite Control 23552 Commerce Center Drive Suite Q Laguna Hills, CA 92653-1514	\$14,898.09				35	3/1/2011	\$14,898.09	\$.00	\$.00	\$14,898.09	Claim is late filed however claim amount matches scheduled amount. No objection.
US Bank National Association 24340 El Toro Rd Laguna Woods, CA 92637	\$ 302.50							\$.00	\$.00	\$ 302.50	
Joy, Thomas c/o Foundation Escrow 3131 Camino Del Rio N Ste 900 San Diego, CA 92108	\$ 34.00							\$.00	\$.00	\$ 34.00	
Citibank South Dakota NA DBA 4740 121st St Urbandale, IA 50323					1	10/13/2010	\$ 306.46	\$.00	\$.00	\$ 306.46	
Ms. Kathleen Reed 23456 Caminito Salado Laguna Hills, CA 92653	\$.00							\$.00	\$.00	\$.00	
Air Quality Specialists 22501 Chase Suite 8307 Aliso Viejo, CA 92656	\$1,440.00				12	12/14/2010	\$1,440.00	\$.00	\$.00	\$1,440.00	

EXHIBIT 3, PAGE 5

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>Contingent</u>	<u>Unliquidated</u>	<u>Disputed</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>	<u>Comments</u>
Barrera and Company Inc 2207 Garnet Avenue Suite H San Diego, CA 92109	\$.00							\$.00	\$.00	\$.00	
Calico Building Services Inc 15550-C Rockfield Blvd Irvine, CA 92618	\$ 325.00							\$.00	\$.00	\$.00	
Coast Landscape a California corporation 1418 North Hundley Street Anaheim, CA 92806	\$.00							\$.00	\$.00	\$.00	
Community Compliance Services LLC 7071 Warner Ave F780 Huntington Beach, CA 92647	\$.00							\$.00	\$.00	\$.00	
Entre-Manure LLC 24481 Alta Vista Drive Suite 2 Dana Point, CA 92629	\$.00							\$.00	\$.00	\$.00	
Inland Desert Security & Communications dba Professional Answering Services 300 S Sycamore Avenue Rialto, CA 92376	\$.00							\$.00	\$.00	\$.00	
Marco Polo Pool & Spa Inc 15641 Product Lane #A-4 Huntington Beach, CA 92649	\$ 685.99							\$.00	\$.00	\$.00	

EXHIBIT 3, PAGE 6

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Skyline Security Management Inc 8211 Firestone Blvd Downey, CA 90241	\$.00							\$.00	\$.00	\$.00	
Patrol One PO Box 5487 Orange, CA 92863-5487	\$1,819.00				5	11/22/2010	\$7,832.00	\$.00	\$.00	\$7,832.00	
Tops Software LLC 364C Christopher Avenue Gaithersburg, MD 20879	\$.00							\$.00	\$.00	\$.00	
Pacific Air Quality Testing 2628 O'Brien Place Escondido, CA 92027	\$.00							\$.00	\$.00	\$.00	
Integrity Management Group PO Box 7179 Westlake Village, CA 91359-7179					18	2/3/2011	\$11,107.19	\$.00	\$.00	\$.00	Claim has been paid as authorized by Court order.
Wells Fargo Bank NA Business Direct Division 100 W Washington Street 8th Fl Phoenix, AZ 85003	\$.00			X	13	12/24/2010	\$91,424.91	\$.00	\$.00	\$91,424.91	Claim is not a liability of the Debtor. This is a liability of Laguna Arts & Flowers who is using the Debtor's tax id number. Motion objecting to this claim to be filed in the event the claim is not withdrawn.

EXHIBIT 3, PAGE 7

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Wells Fargo Bank 2411 W La Palma Ave Building #1 Suite 300 Anaheim, CA 92801	\$ 109.00							\$.00	\$.00	\$ 109.00	
							Estimated Totals	\$2,000,000.00	\$ 0.00	\$276,813.94	Includes Disputed Claims

EXHIBIT 3, PAGE 8