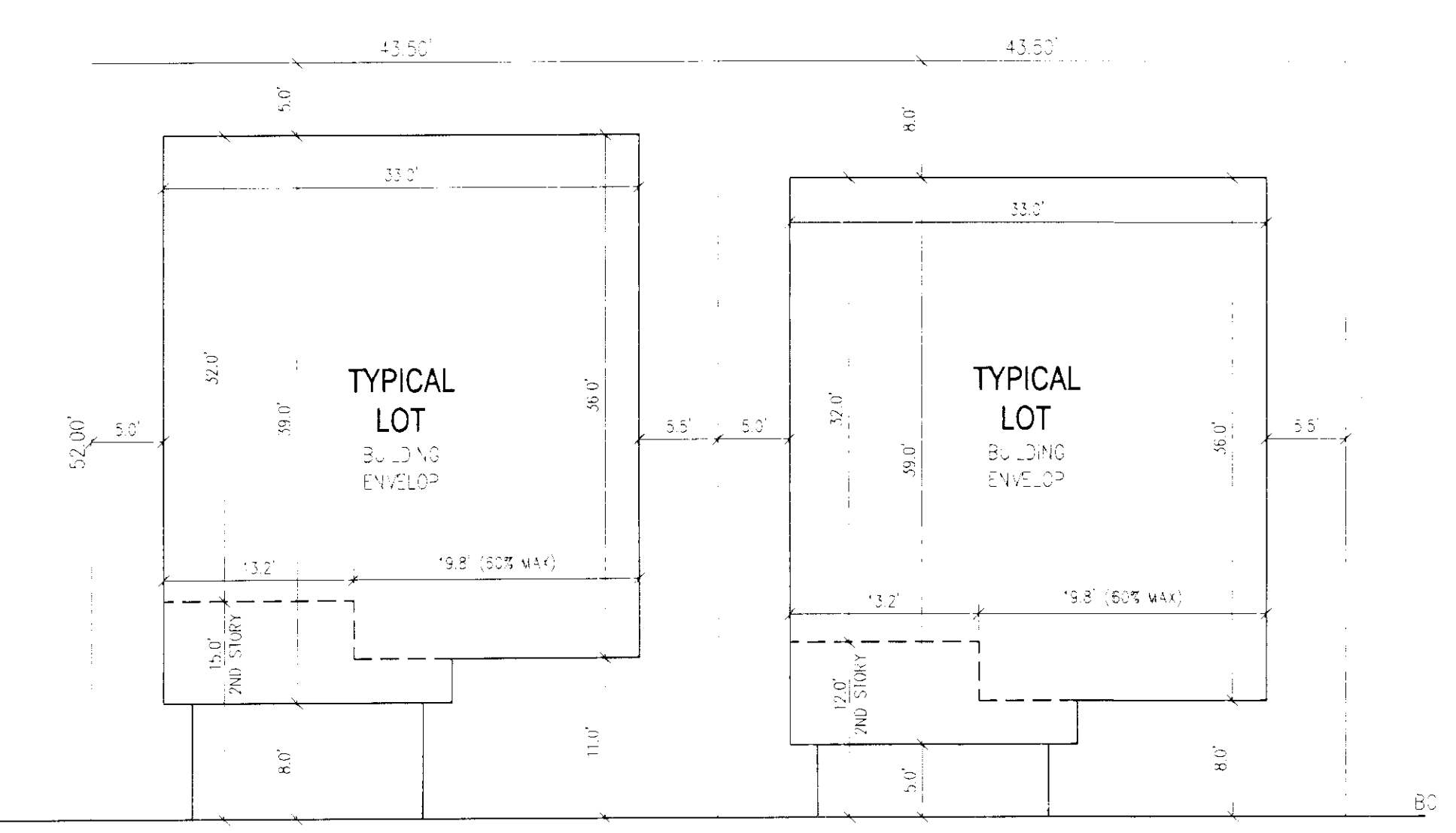
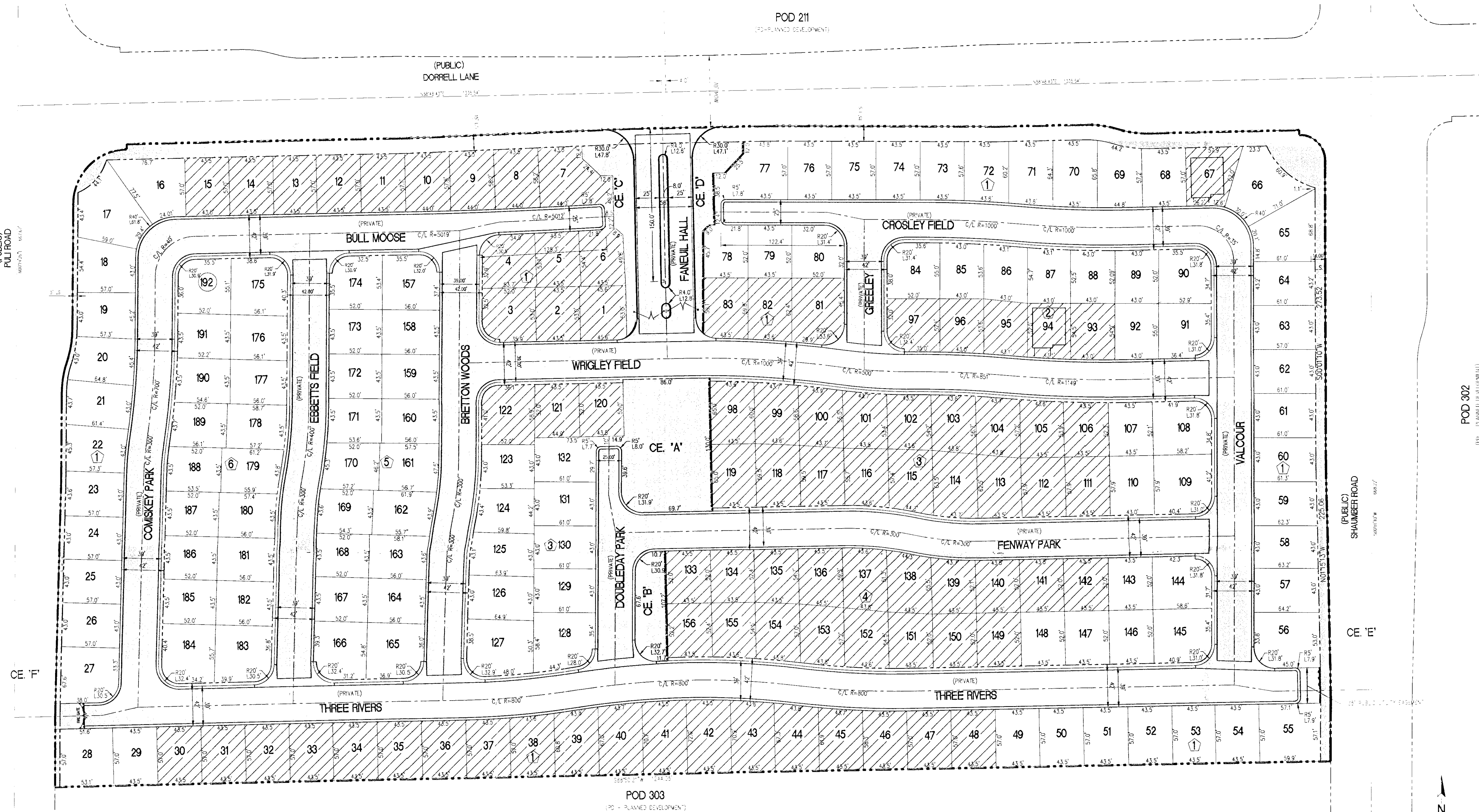




LEGEND

[Hatched Box]	COMMON AREA TO BE BUILT BY PARDEE AND MAINTAINED BY PROVIDENCE HOA	[Dashed Line]	PROJECT BOUNDARY
[Solid Line]	ON-SITE COMMON AREA TO BE MAINTAINED BY POD 301 HOA	[Dotted Line]	ROADWAY CENTERLINE
[Diagonal Line]	LOT REQUIRING A WAIVER FOR GARAGE SETBACK	[Thin Solid Line]	LOT LINE
[Dashed Line]	PRIVATE STREETS	[Thick Solid Line]	PROPERTY LINE
[Thin Solid Line]	45' X 60' LOTS	[Thin Dashed Line]	RIGHT-OF-WAY LINE
		[Thin Dotted Line]	CURB AND GUTTER

PARKING ANALYSIS

NO. OF UNITS	= 192
RESIDENT PARKING REQUIRED	= 2 SPACES/UNIT
RESIDENT PARKING PROVIDED	= 384 SPACES
VISITOR PARKING REQUIRED	= 0.2 SPACES/UNIT
VISITOR PARKING PROVIDED (STREET)	= 192 SPACES (100%)
TOTAL PARKING PROVIDED	= 576 SPACES

MINIMUM PARKING REQUIREMENT SATISFIED BY GARAGE AND/OR STREET PARKING

SETBACKS

PER CITY'S EDGE DESIGN GUIDELINES - CONVENTIONAL M/W LOT

FRONT (LIVING AREA OR PORCH)	= 5'
SINGLE-STORY ELEMENT	= 5' UP TO 60'
TWO-STORY ELEMENT	OTHERWISE 12'
FRONT (GARAGE)	= 5' OR 18'
FRONT-LOADED (PER VAR-26237)	= 5' OR 18'
FRONT-LOADED (PER REQUESTED VARIANCE)	= 5' OR 18'
SIDE (INTERIOR)	= 5'
SIDE (PERMETER & PARCEL ENTRY)	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 10'
CORNER SIDE	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 10'
REAR (PER VAR-26238)	= 5' AT LEAST 50%
REAR (PER VAR-26238)	= 14,800 SF
REAR PERMETER	= 14,701 SF

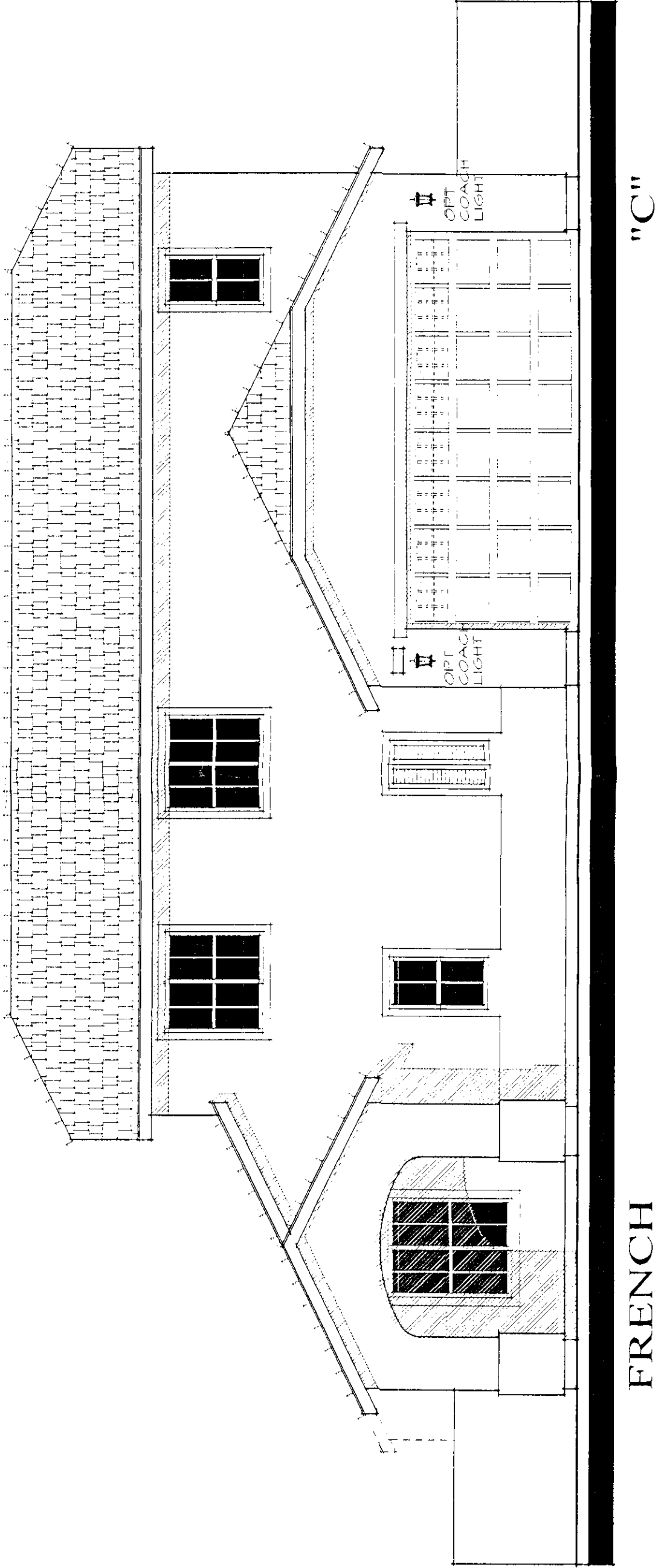
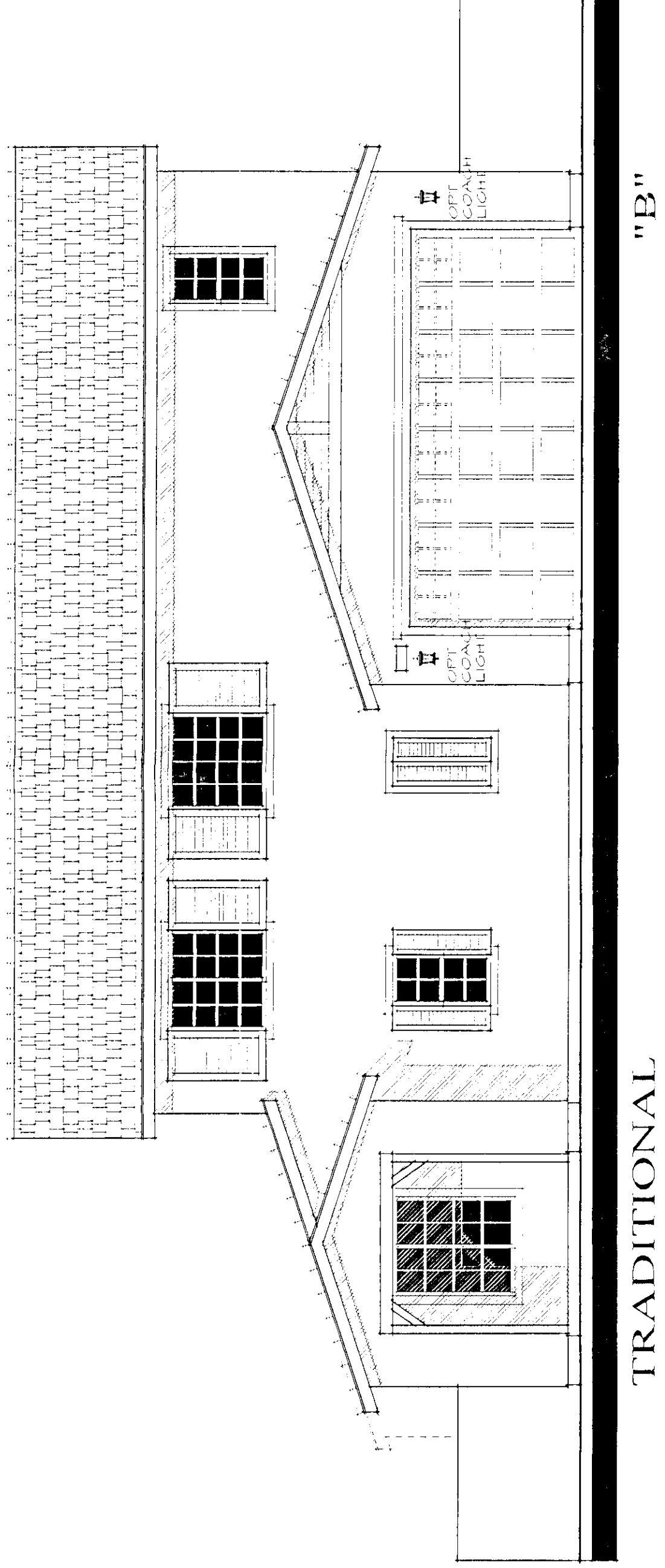
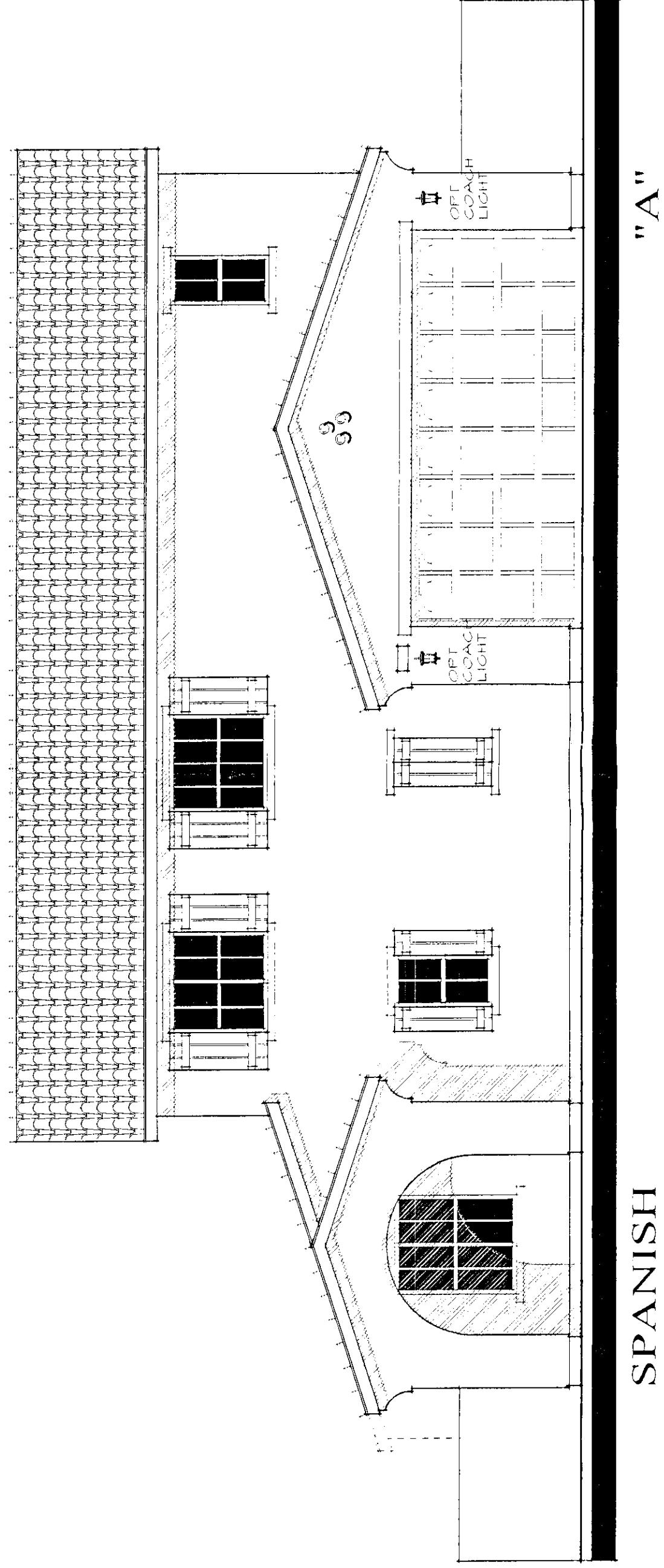
NOTE:
ALL FRONT AND CORNER SIDE SETBACKS ARE MEASURED FROM BACK OF SIDEWALK OR BACK OF CURB. IF THERE IS NO SIDEWALK, ALL SETBACKS ARE MEASURED FROM PL UNLESS OTHERWISE NOTED.
2. PRIVATE YARD SPACE
150 SQ FT WITH 10' MIN. DIMENSIONS REQUIRED
ON INTERIOR LOTS, PRIVATE YARD SPACE MAY BE IN FRONT, SIDE, REAR OR INTERIOR OF UNIT, PROVIDED SUCH SPACE IS AT LEAST 10' OPEN TO THE SKY. ON PERMETER LOTS, PRIVATE YARD SPACE MUST BE ADJACENT TO THE PARCEL BOUNDARY TO PROVIDE ARTICULATION TO THE BUILDING MASS ON PERMETER CONDITIONS.

PROJECT SUMMARY

EXISTING ZONING	= PD (CITY'S EDGE MASTER PLANNED DEVELOPMENT)
GROSS ACREAGE	= 20.54 AC.
NET ACREAGE	= 17.93 AC.
NUMBERED LOTS	= 192
NUMBERED LOTS PER GROSS ACRE	= 9.37
MIN. LOT SIZE	= 45'x60' (2,236 SF)
OPEN SPACE REQUIRED	= 14,800 SF
OPEN SPACE PROVIDED	= 14,701 SF

WAIVER OF DEVELOPMENT STANDARDS

1. GARAGE FACE SETBACK TO BE LESS THAN 8 FEET, OR GREATER THAN 18 FEET (82 LOTS)



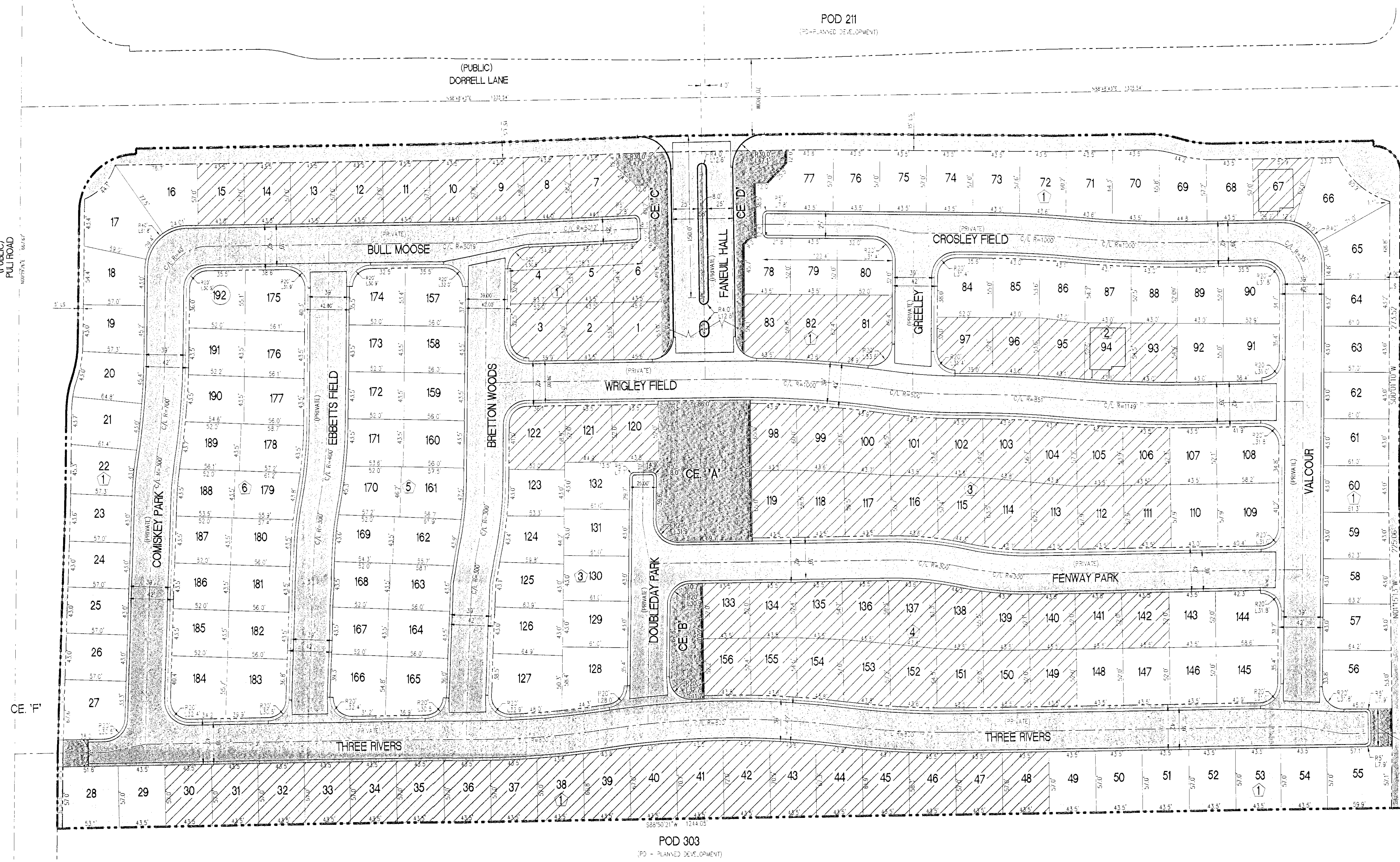
PLAN 6
FRONT ELEVATIONS

LivingSmart® Homes
PROVIDENCE

\\nas1004-001\proj\pod 301\pod 301\plan\providence\10007\providence pod 301 site plan.dwg 2/7/2011 12:34 PM Matt Key

BLM
(P.F. PUBLIC FACILITY)
(O.A. - OPEN LAND)

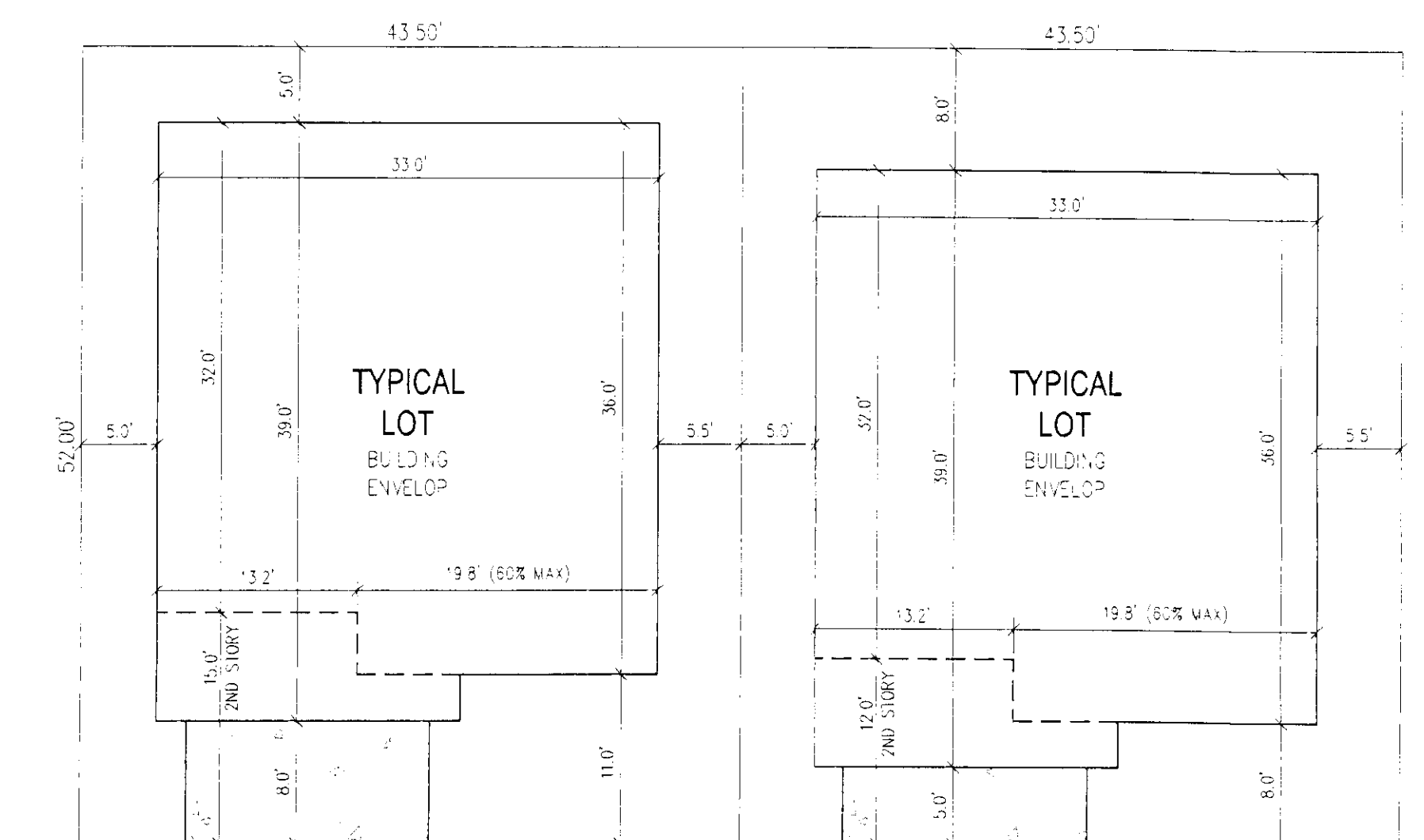
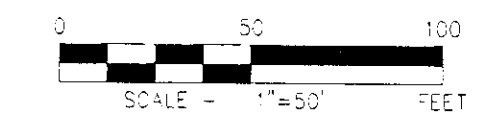
(PUBLIC)
PULI ROAD
W/10' W/10' W/10'



POD 302
(PD - PLANNED DEVELOPMENT)

(PUBLIC)
SHAMBER ROAD
W/10' W/10' W/10'

CE 'E'



POD 303
(PD - PLANNED DEVELOPMENT)

PARKING ANALYSIS

NO. OF UNITS	= 192
RESIDENT PARKING REQUIRED	= 2 SPACES/UNIT
RESIDENT PARKING PROVIDED	= 384 SPACES
VISITOR PARKING REQUIRED	= 0.2 SPACES/UNIT
VISITOR PARKING PROVIDED (STREET)	= 32 SPACES (10' W/10')
TOTAL PARKING PROVIDED	= 576 SPACES

MINIMUM PARKING REQUIREMENT SATISFIED
BY GARAGE AND/OR STREET PARKING

LEGEND

	COMMON AREA TO BE BUILT BY PARDEE AND MAINTAINED BY PROVIDENCE HOA
	ON-SITE COMMON AREA TO BE MAINTAINED BY POD 303 HOA
	LOT REQUIRING A WAIVER FOR GARAGE SETBACK
	PRIVATE STREETS
	PROJECT BOUNDARY
	ROADWAY CENTERLINE
	LOT LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	CURB AND GUTTER

SETBACKS

PER CLIFF'S EDGE DESIGN GUIDELINES - CONVENTIONAL MIN-LOT

FRONT (LIVING AREA OR PORCH)	= 8'
SINGLE-STORY ELEMENT	= 8' (UP TO 60% OTHERWISE '2')
TWO-STORY ELEMENT	= 8' (UP TO 60% OTHERWISE '2')
FRONT (GARAGE)	= 6' OR 18'
FRONT-LOADED (PER VAR-26237)	= 6' OR 18'
FRONT-LOADED (PER REQUESTED VARIANCE)	= 8' OR 18'
SIDE INTERIOR	= 5'
SIDE PERIMETER & PARCEL ENTRY	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 10'
CORNER SIDE	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 10'
REAR (PER VAR-26236)	= 5' (AT LEAST 50% OTHERWISE '3')
REAR PERIMETER	= 10'

NOTE:
1. ALL FRONT AND CORNER SIDE SETBACKS ARE MEASURED FROM BACK OF SIDEWALK OR BACK OF CURB IF THERE IS NO SIDEWALK. ALL OTHER SETBACKS ARE MEASURED FROM PL UNLESS OTHERWISE NOTED.
2. PRIVATE YARD SPACE
150 SQ FT WITH 10' MIN. DIMENSION REQUIRED
ON INTERIOR LOTS, PRIVATE YARD SPACE MAY BE IN FRONT, SIDE, REAR OR INTERIOR OF UNIT PROVIDED SUCH SPACE IS AT LEAST 15' OPEN TO THE SKY. ON 1/2 ACER LOTS, PRIVATE YARD SPACE MUST BE ADJACENT TO THE PARCEL BOUNDARY TO PROVIDE ARTICULATION TO THE BUILDING MASS ON PERIMETER CONDITIONS.

PROJECT SUMMARY

EXISTING ZONING	= PD (CLIFF'S EDGE MASTER PLANNED DEVELOPMENT)
GROSS ACREAGE	= 20.3± AC.
NET ACREAGE	= 17.9± AC.
NUMBERED LOTS	= 192
NUMBERED LOTS PER GROSS ACRE	= 9.37
MIN. LOT SIZE	= 43'x52' (2,236 SF)
OPEN SPACE REQUIRED	= 14,600 SF
OPEN SPACE PROVIDED	= 14,701 SF

WAIVER OF DEVELOPMENT STANDARDS

1. GARAGE FACING SETBACK TO BE LESS THAN 8 FEET, OR GREATER THAN 18 FEET (52 LOTS)
--

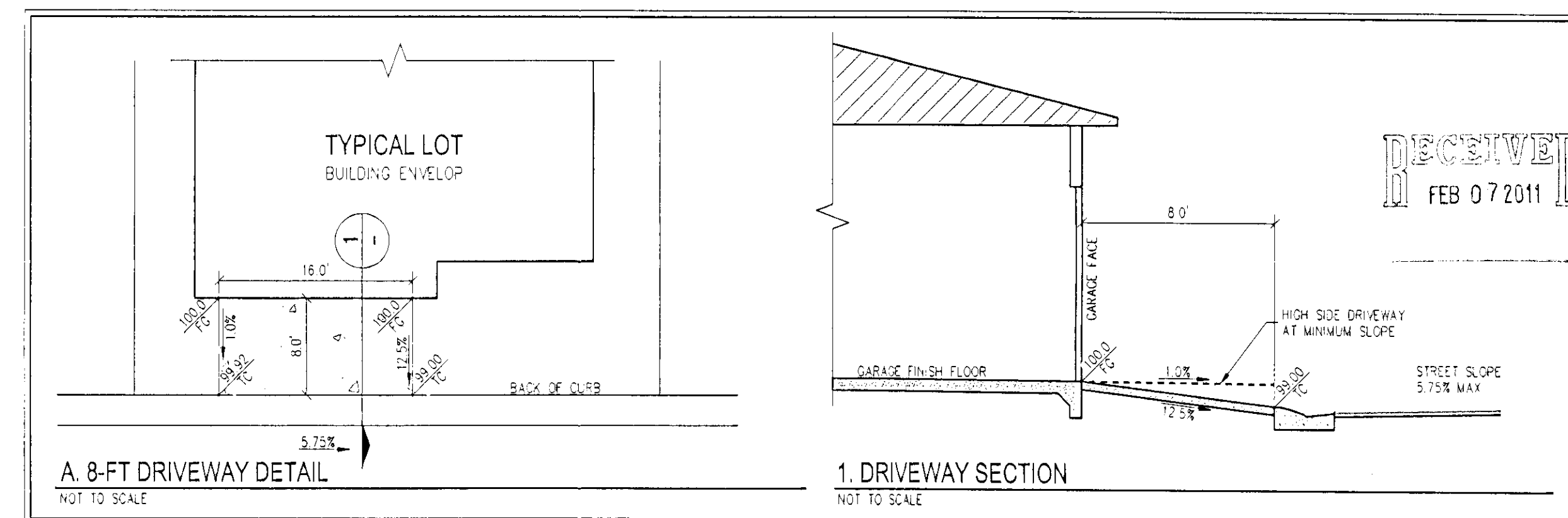
**VAR-40773
REVISED**

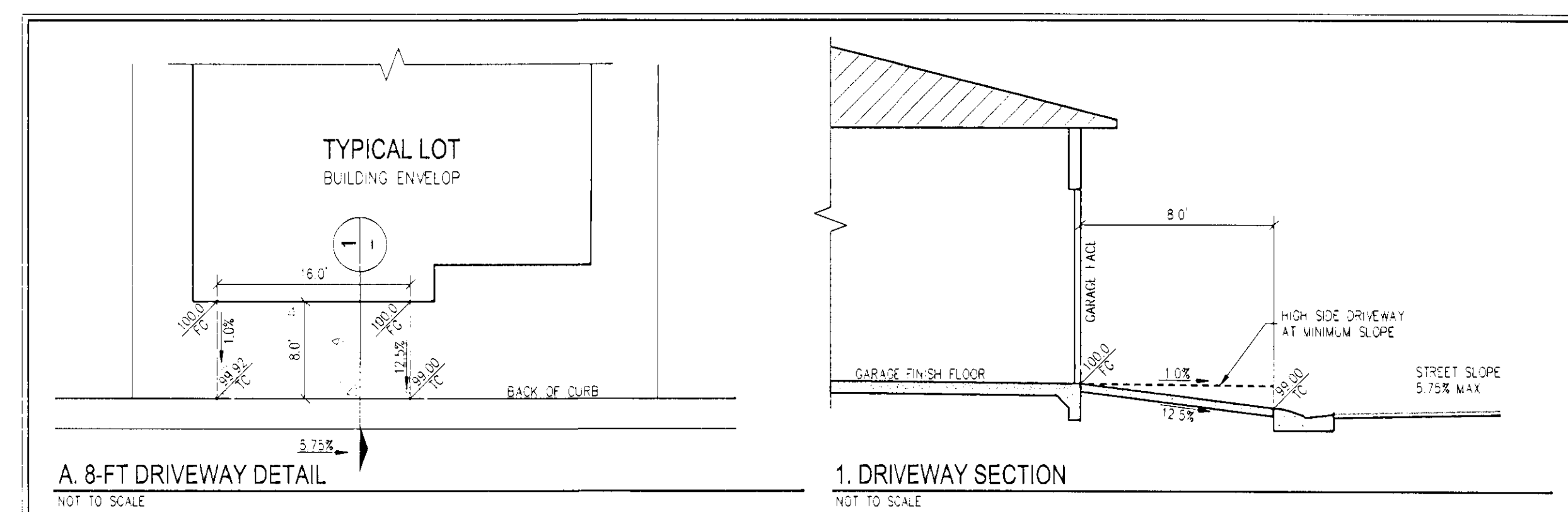
PARDEE HOMES OF NEVADA
PROVIDENCE POD 301
SITE PLAN

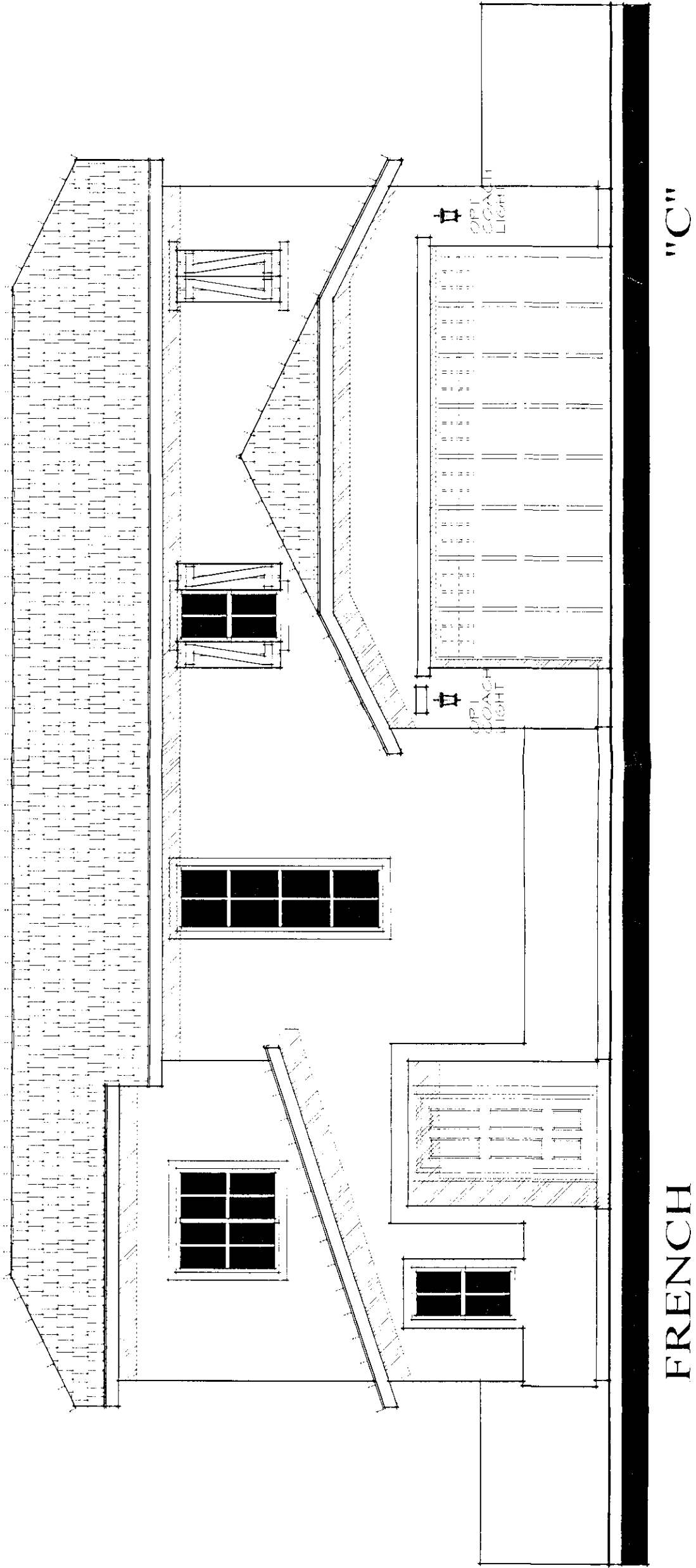
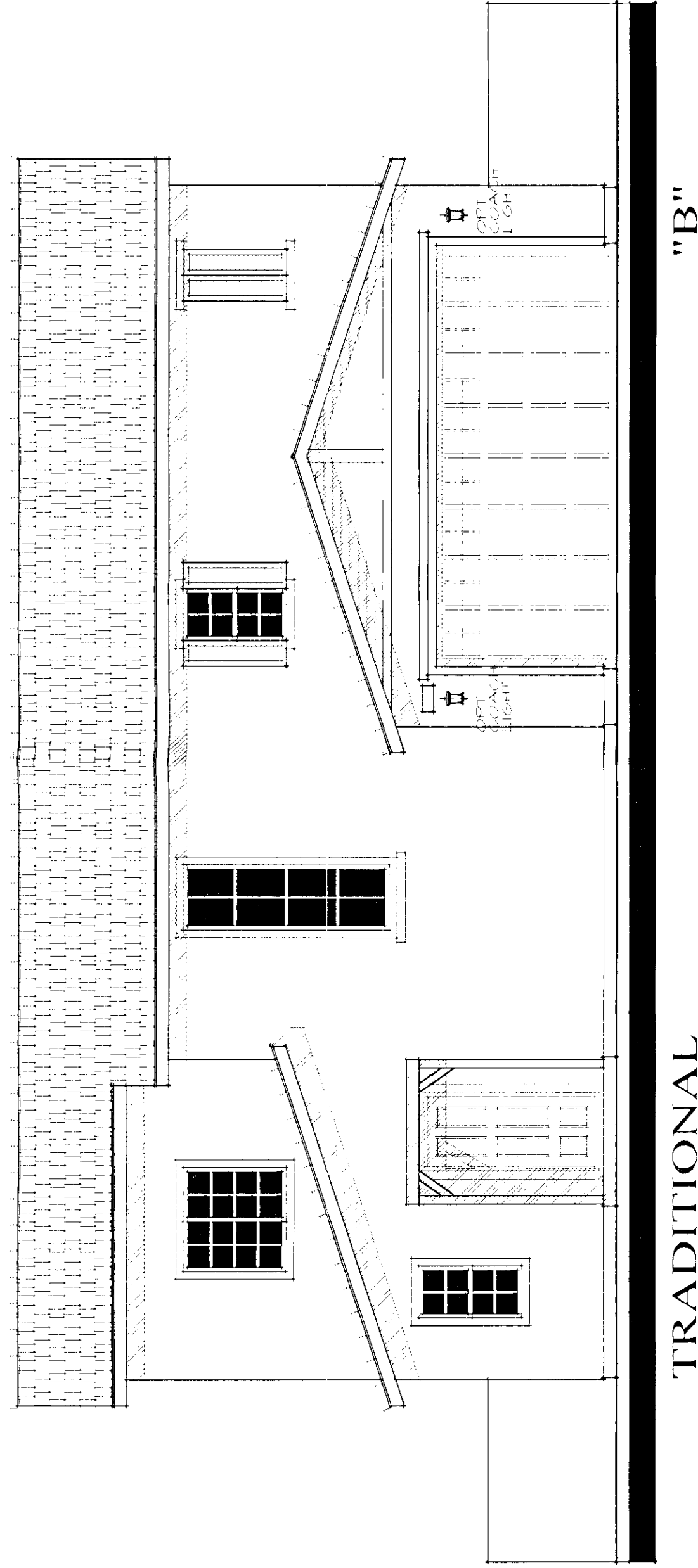
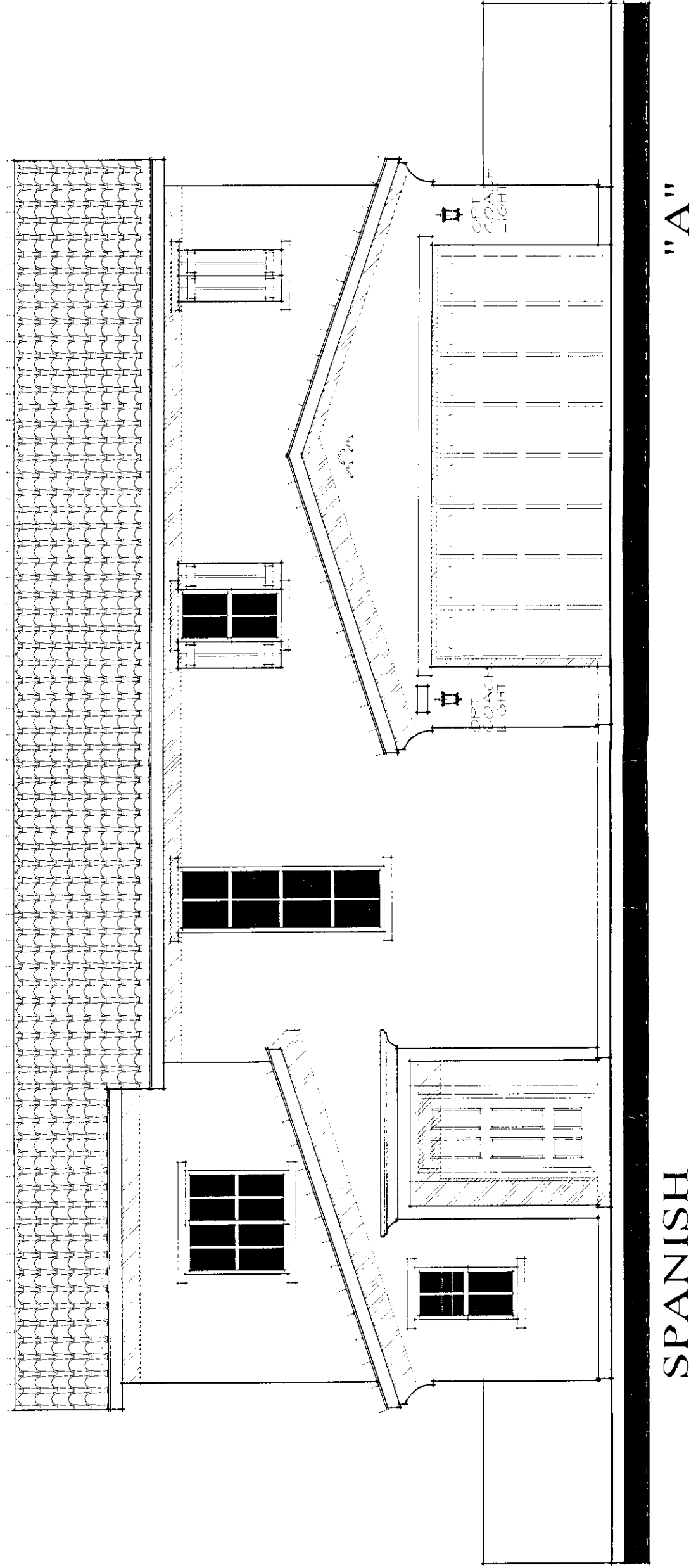
DATE: 2/7/11
DRAFTER:
DESIGNER:
CHECKED:
PROJECT NO.
PAR1004-001

SP-1
SHEET 1 OF 2

**SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300
FAX (702) 284-5399







PLAN 5
FRONT ELEVATIONS

LivingSmart® Homes
PROVIDENCE

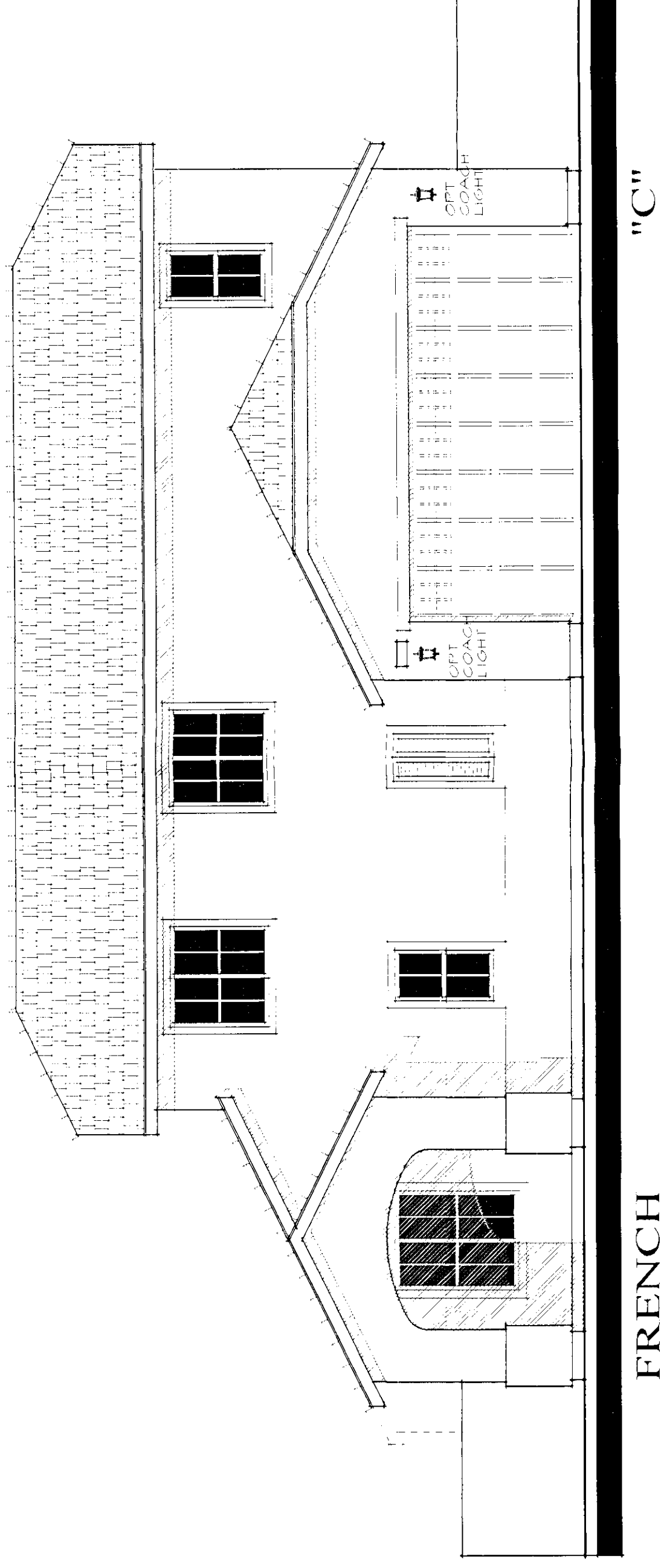
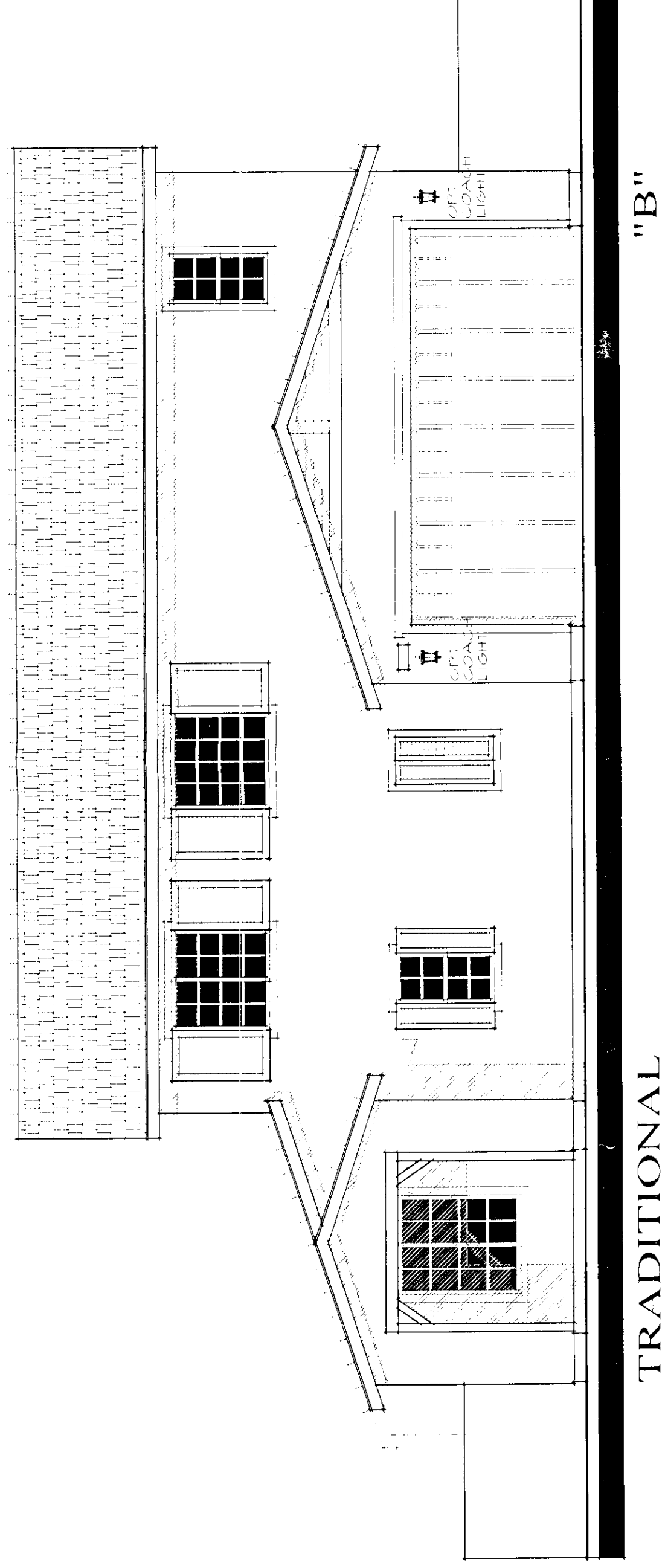
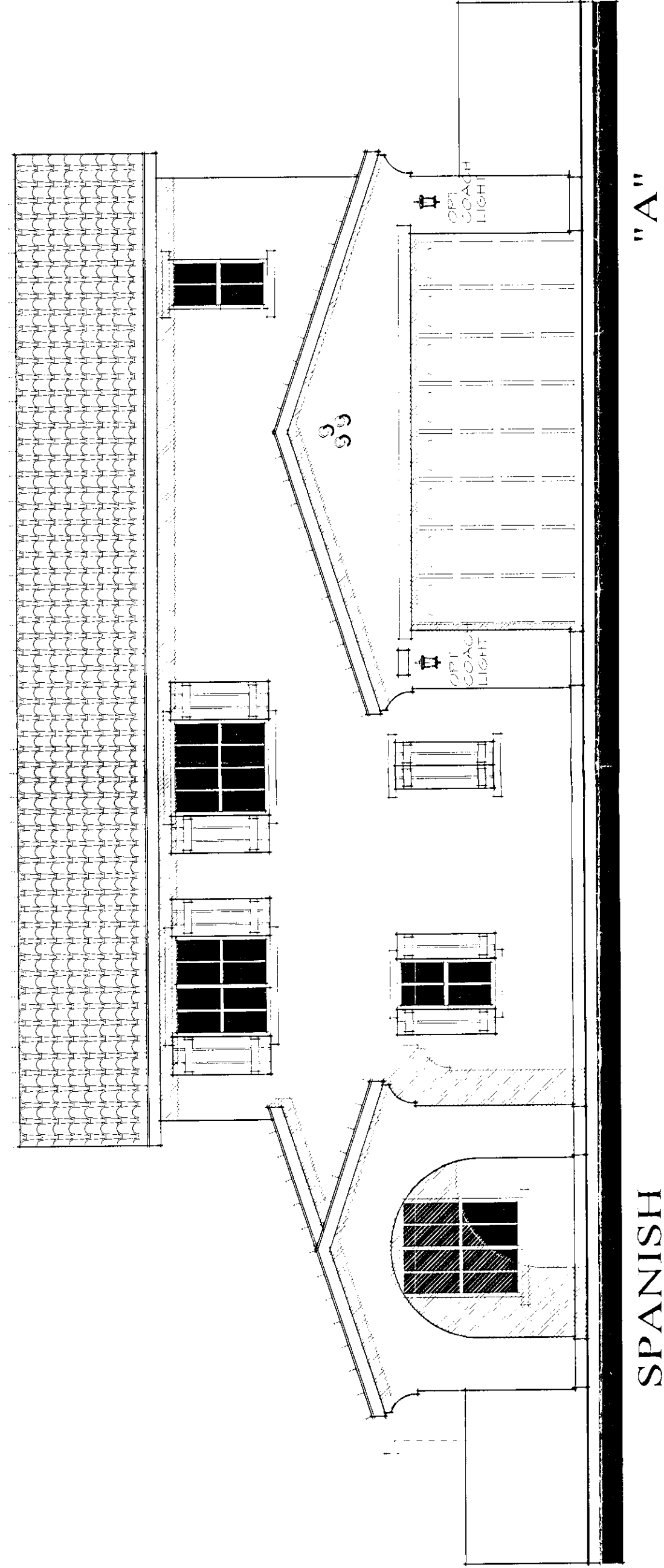
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BASSENIAN
LACONI

Architecture and Land Planning
2021 Orchard Dr. Suite 100
Newport Beach, CA 92660-0753
Telephone 949-453-9100

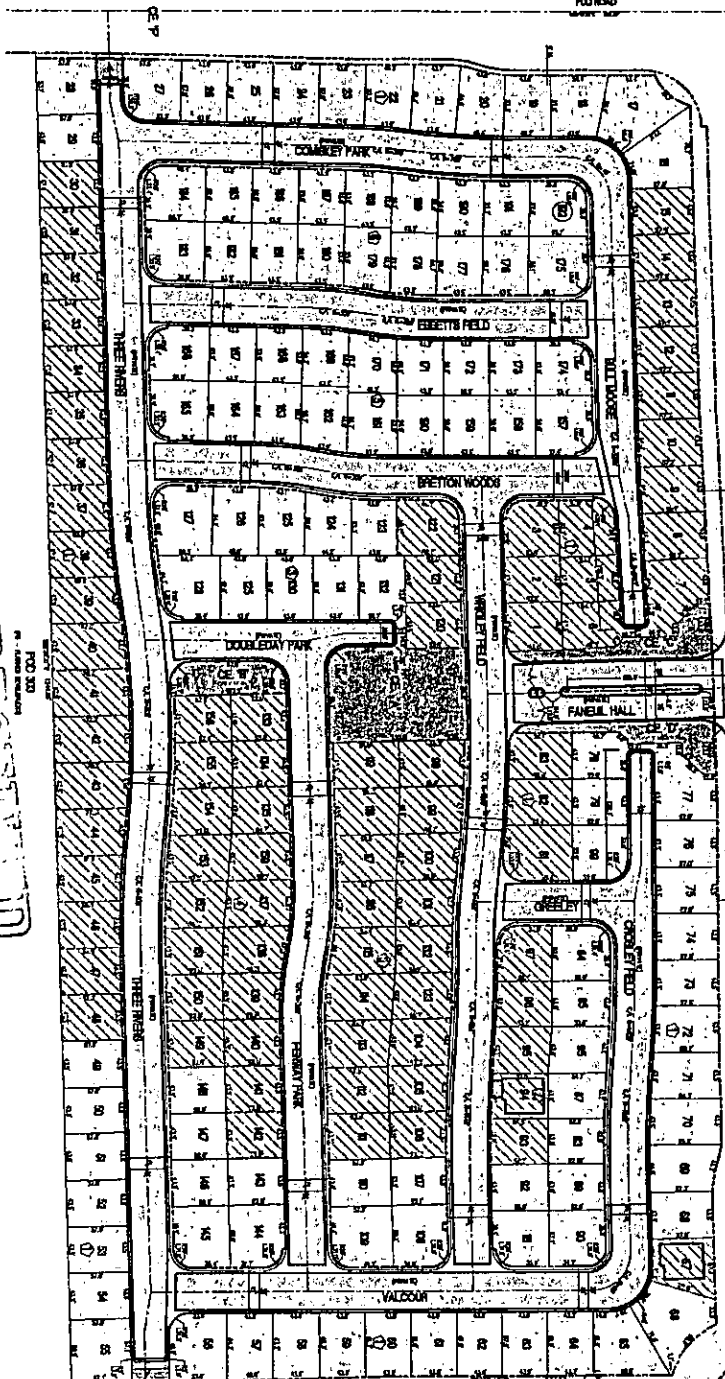
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REVISED
JAN 2 2011



PLAN 6
FRONT ELEVATIONS

LivingSmart® Homes
PROVIDENCE

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QUALITY	
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PROJECT NO.	PAR1004-001
DATE	
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SHEET 1 OF 1	

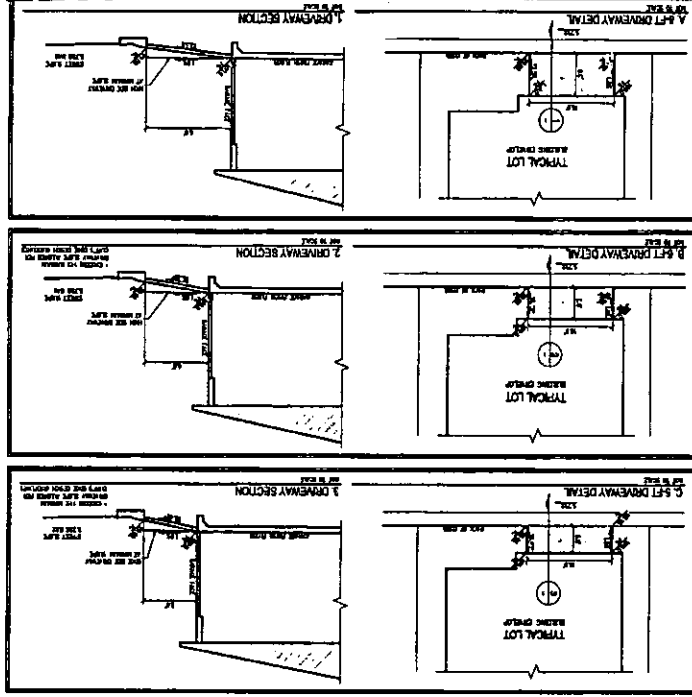
PARDEE HOMES OF NEVADA
PROVIDENCE PDD 301
SITE PLAN

[illegible]

**S-I SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS
6242 S. ARVILLE STREET STE. 100, LAS VEGAS, NV 89119
PHONE (702) 264-4999 FAX (702) 264-4999

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REVISED

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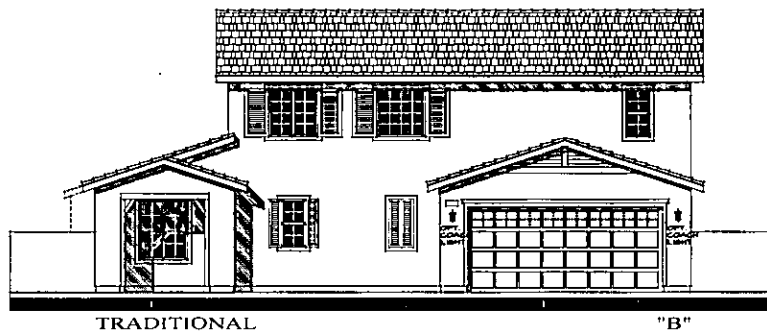
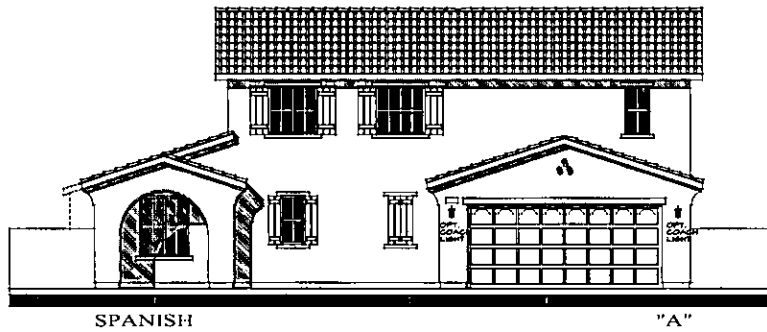


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VAR-40773

SP-2		SHEET 2 OF 2	
PART 004-031		DATE: 2/7/11	
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CHECKED BY		DATE	
APPROVED BY		DATE	
PARDEE HOMES OF NEVADA			
PROVIDENCE POD 301			
SITE PLAN			
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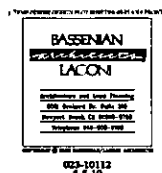
SLATER
S-I-E
HAUFMAN
GROUP
CONSULTING ENGINEERS & PLANNERS
1000 S. MAIN STREET, SUITE 100
LAS VEGAS, NV 89101
TEL: 702.735.1111
FAX: 702.735.1112
WWW.SIENG.COM



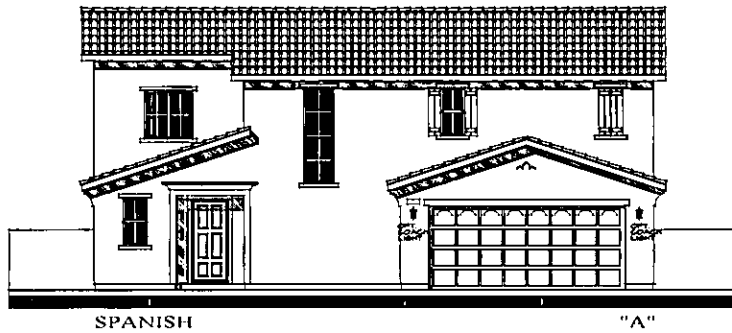
PLAN 6
FRONT ELEVATIONS

LivingSmart® Homes
PROVIDENCE

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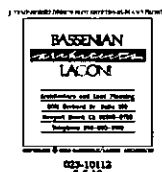
VAR-40773



PLAN 5
FRONT ELEVATIONS

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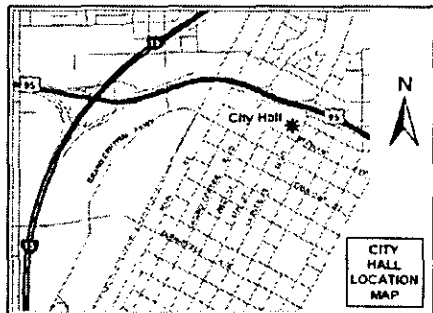
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VAR-40773

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773

Planning Commission Meeting of 3/8/2011

6 KRDGN11 89166



PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101
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FEB 24 2011
PITNEY BOWES

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MAR -3 2011

12624215007

Case: VAR-40773

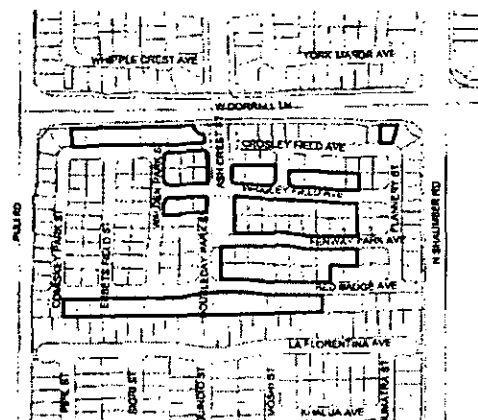
MAIR GORDON & DIXIE
10842 LA FLORENTINA AVE
LAS VEGAS NV 89166-7004

32

VAR-40773 - VARIANCE - PUBLIC HEARING -

APPLICANT/OWNER: PARDEE HOMES OF NEVADA -

Request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS WAS PREVIOUSLY APPROVED ON LOTS 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (APNs Multiple), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross).



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: March 08, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

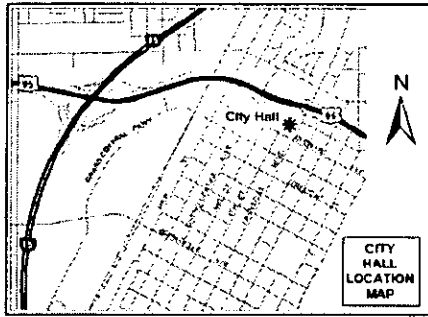
This variance will do nothing in terms of parking a car on the driveway. It will, however, allow the home to be set back further pushing it closer to my home. My home is already close to the wall. Let's try to respect everyone's privacy and keep these homes as far away from

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

each other as possible even if it is only two feet. If I wanted to be on top of someone I would have rented an apartment. Thank you for your consideration.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773

Planning Commission Meeting of 3/8/2011

6 KROGN11 89166

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FIRST CLASS



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FEB 24 2011
PITNEY BOWES

I oppose the planned project
because it will further
reduce the value of my
property in addition to the
on going foreclosures in the
state.

12624111083
KIPYEGON JACOB K
10609 EMERALD PATH AVE
LAS VEGAS NV 89166-7109

Case: VAR-40773

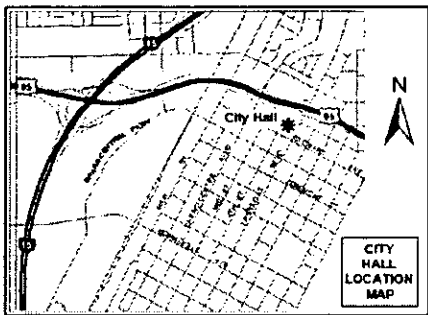
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MAR - 7 2011

32

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT
this Request

☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773

Planning Commission Meeting of 3/8/2011

6 KROGN11 89166

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PITNEY BOWES

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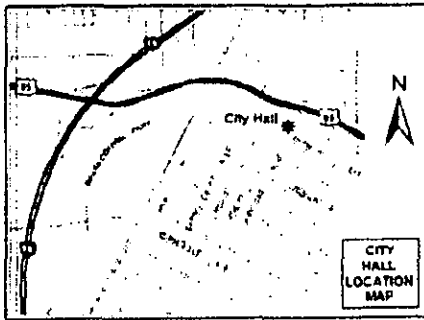
12624112017
GILMORE ROBERT L JR
10837 ELFSTROM AVE
LAS VEGAS NV 89166-6020

Case: VAR-40773

32

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

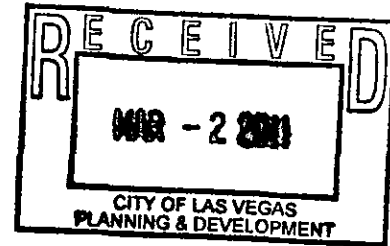
VAR-40773

Planning Commission Meeting of 3/8/2011

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 FIRST CLASS



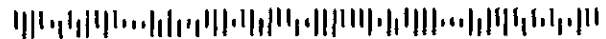
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12624212134
 LOOS ERIC N
 2790 SHERWIN AVE #3
 VENTURA CA 93003-7283

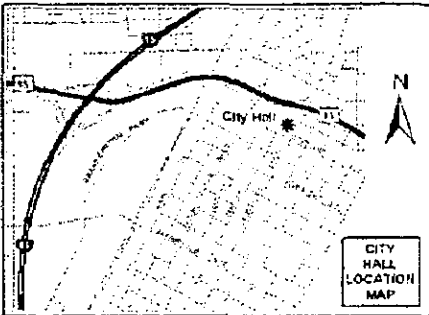
Case: VAR-40773

107 KRDGN11 93003



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773

Planning Commission Meeting of 3/8/2011

Case: VAR-40773
12624212065
TADEO JONATHAN B & LIZETTE
7525 WILMAR PL
ROSEMEAD CA 91770-2951

65 KRDGN11 91770



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Pre-Application Conference		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST				PLANNING & DEVELOPMENT			
Item Required									
YES	NO								
APPLICATION PACKET (REQUIRED FOR EACH APPLICATION, unless indicated otherwise)									
☒	☐	Application(s) signed and notarized by property owner(s) or authorized agent(s) for all subject lots	Visit the CLV website for blank application, SOFI & DINA/PRS forms, and justification letter info @ http://www.lasvegasnevada.gov/ (Follow - "I Want To..." -> "Apply for -> Planning Applications")	Appl. Type	Fees				
☒	☐	Statement(s) of Financial Interest (SOFI) signed and notarized by property owner(s) or authorized agent(s) for all subject lots			Application	Notification	Recordation	Sub-Total	
☒	☐	Detailed justification letter (the same letter addressing all applications, included with each application)			VAR	\$ 300.00	\$ 500.00	\$ 30.00	\$ 830.00
☐	☒	Development Impact Notice and Assessment (DINA) / Project of Regional Significance (PRS)				\$	\$	\$	\$
☒	☐	Grant deed and legal description (from County Assessor; may be available online at: http://www.accessclarkcounty.com/depts/Assessor/Pages/assessor.aspx)		\$	\$	\$	\$		
☒	☐	Meeting notes and checklist signed by city planner (Originals, plus 1 copy for each additional application)		\$	\$	\$	\$		
☒	☐	Copy of Business License(s)		\$	\$	\$	\$		
☒	☐	If required, cop(ies) of approval letter(s) for Providence Design Review Committee	Subtotal:					\$ 830.00	
☐	☒	Neighborhood Meeting (see General Plan submittal req's for details) - Add neighborhood meeting fee: Applicant only to notify, add \$0; Mailing labels only, add: \$50; Full notification, add: \$500		\$	—		\$		
☐	☒	Photo Reproduction of the Color & Materials Board (SDR applications only)	Grand Total All Fees:					\$830.00	
REQUIRED DRAWINGS:									
MUST BE 11" X 17" MINIMUM TO 24" X 36" MAXIMUM PAGE SIZE									
ALL SUBMITTED PLANS AND ELEVATIONS MUST BE LEGIBLE AND DRAWN TO SCALE (UNLESS OTHERWISE INDICATED)									
SITE PLAN									
☒	☐	North arrow, scale, and vicinity map	Folded Plans (5, plus 1 per application):					6	
☒	☐	All property lines and present dimensions labeled	Colored, Rolled Plans:					1	
☒	☐	All building setbacks labeled	Reduced Copy (8-1/2"x11" B/W; 1 per application):					1	
☒	☐	All adjacent existing land uses and street names labeled	NOTES: Site Plan to call out only the lots affected by the Variance request and provide a typical lot fit with the proposed setbacks.						
☒	☐	All points of ingress and egress shown							
☒	☐	ADA accessibility requirements shown/labeled							
☒	☐	Parking standard(s) utilized: SFR							
☒	☐	Parking space count and typical dimensions labeled 2 # regular + [30% or less of total] # compact + _____ # handicap = 2 Total							
☒	☐	All free-standing sign locations shown and heights and sizes noted							
LANDSCAPE PLAN									
☐	☒	North arrow, scale, and vicinity map	Folded Plans (1 per application):					0	
☐	☒	All property lines and present dimensions labeled	Colored, Rolled Plans:					0	
☐	☒	All required perimeter landscape planters shown	Reduced Copy (8-1/2"x11" B/W; 1 per application):					0	
☐	☒	All required parking lot fingers/islands shown	NOTES:						
☐	☒	Quantity, size, species/variety of all trees, shrubs, and ground cover							
BUILDING ELEVATIONS									
☒	☐	Scale and building dimensions labeled	Folded Plans (1 per application):					1	
☒	☐	North, south, east, and west elevations of all buildings	Colored, Rolled Plans:					1	
☒	☐	All building materials and colors noted	Reduced Copy (8-1/2"x11" B/W; 1 per application):					1	
☒	☐	8" x 10" photo of original color and material board	NOTES: Section showing existing driveway approach with entitled 6' setback and the proposed 8' setback						
☒	☐	All wall sign locations shown and sizes noted							
FLOOR PLANS									
☐	☒	Scale and building dimensions labeled	Folded Plans (1 per application):					0	
☐	☒	North arrow and scale	Rolled Plans:					0	
☐	☒	All building entrances/exits shown	Reduced Copy (8-1/2"x11" B/W; 1 per application):					0	
☐	☒	Use of all rooms noted/labeled	NOTES:						
☐	☒	Maximum Occupancy (per I.B.C.)							
☐	☒	Seating Capacity (where applicable)							

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Pre-Application
Conference

CITY OF LAS VEGAS
Planning & Development Department
SUBMITTAL CHECKLIST (CONT.)



THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

Owner / Applicant / Representative:	<i>Pardee Homes of Nevada</i>
APN(s):	126-24-214-001 through 198
Location:	SWC of Shaumber Road & Dorrel Lane
Ward:	6 - Ross
Planner's Signature:	<i>[Signature]</i>
Planner:	Yorgo Kagafas, Planner II - 229-6196 Mike Howe, Planner I - 229-6821

Application Type(s):	Variance
Application Purpose:	Variance request to allow 8' driveway
Pre-App. Meeting Date:	01/11/11
Submittal Deadline:	01/20/11 - no later than 2:00 pm
Earliest PC / CC Meeting Dates:	03/08/11 PC - 04/06/11 CC (Cycle 3)

Should this project require a neighborhood meeting or if you choose to have one, please be aware of the following:

In order to use the City to mail the postcard notices for your neighborhood meeting, you must have all information to us no later than 15 days prior to the intended meeting date. Submitting the required information for the neighborhood meeting when making your application submittal is often best. Therefore, if you want the City to mail the notices for your neighborhood meeting, please ensure that we get all required information and that the request is made at least 15 days before you are scheduling the meeting, otherwise you must make other arrangements for getting the notices mailed.

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



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Project Name: Providence POD 301 - Driveway Depth Variance Request

APN(s):	126-24-214-001 through 198	Pre-app Date:	01/11/11
Location:	SWC of Dorrell Lane & Shaumber Road	Meeting Location:	DSC 1st Floor Conference Room - 1B
Ward #:	6 - Ross	Acres:	20.5
		Time:	3:00 p.m.

Ownership Info:	H O F Financial I LLC %Housing Capital Co % D Hatch	Last Change of Ownership Date:	12/22/09
	Phone: (702)-	Fax: (702)-	Email:
Applicant Info:	Pardee Homes		
	Phone: (702)-	Fax: (702)-	Email:
Representative Info:	Slater Hanifan Group		
	Phone: (702)-284-5300	Fax: (702)-284	Email:

Use:	Existing:	Single Family, Detached
	Proposed:	No change proposed
General Plan:	Existing:	PCD (Planned Community Development)
	Proposed:	No change proposed
Zoning:	Existing:	P-C (Planned Community)
	Proposed:	No change proposed
Special Area, Master Plans, and / or Overlay Districts that Apply:	Providence (Cliff's Edge Master Plan)	
	Special Land Use Designation (per plan, if applicable): RSL (Residential Small Lot)	

☒ **Meeting** ☐ **Conversation Record** ☐ **Telephone Record**

Between CLV P&D Representative: Mike Howe, Planner I (229-6821 Office / 385-7268 Fax / mphowe@lasvegasnevada.gov), and:

Name	Company/Department	Phone	Fax	Email
1. Chelsea Peltier	Slater Hanifan Group			
2.				
3.				
4.				
5.				
6.				
7.				
8. Yorgo Kagafas	CLV - Planning and Development	229-		
9.	CLV - Finance (Business License)	229-6321	383-0769	
10.	CLV - PW - Dev Co	229-6578	474-7599	
11.	CLV - PW - Traffic	229-6901 / 6880		
12.	CLV - PW - Flood	229-6541	382-8551	
13.	CLV - Building and Safety	229-6251	382-1731	
14.	CLV - Fire and Rescue	229-0366	229-0124	
15.	CLV - Office of Business Development	229-6551	385-3128	

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OR: ☐ see Meeting Attendance Sheet

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



Is this project intended to promote Sustainability (i.e. use "Green Building" technology)? ☐ YES ☒ NO
If yes, Please detail how in the justification letter. Refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives offered through the City of Las Vegas.

Meeting Notes:

1. Tentative Map (TMP-13107) for a 192-lot single-family residential subdivision was approved by PC on 06/08/06. The Final Map (FMP-15443), "Astoria Homes at Cliff's Edge POD 301" was recorded on 03/04/08 for 192 residential lots with 6 common element lots, hence the 198-lot total.
2. A Variance (VAR-26237) to allow a six-foot Garage Setback where five feet or less is required was approved by the Planning Commission on 2/14/08 with staff recommending denial. This entitlement received an Extension of Time (EOT-37448) which will expire on 2/14/12. There have been no permits issued for any residential building at this site to date.
3. Variance (VAR-26236) was approved by PC to allow a five foot rear yard where a seven foot setback is required.
4. Applicant seeks a new Variance to increase the minimum setback distance of the garage face from the six-foot garage setback to an 8-foot minimum garage setback. The applicant states that the altered setback is required for a proposed product, which has not been included for this meeting request.
5. Per Cliff's Edge Master Development Plan Design Guidelines, the RSL (Residential Small Lot) Front Entry Garage setbacks are less than 5' or greater than 18'; Turn-in Garages require a 10' setback.
6. For submittal of the Variance request the applicant will need to provide listing of applicable APNs of the 192 called out in the initial request and deeds for each of those lots. A lot fit analysis showing the proposed model home with the requested 8-foot driveway will need to be shown on the submitted site plans.
7. Do all lots have an issue with change in grade to require the 8' driveway? Elevations of driveway approach and garage setback needed to explain issue with vehicle approach.

-- Please return a copy of this form with the original Pre-Application Submittal Checklist --

Complete Submittal Packets **MUST be received by Planning staff no later than 2:00 PM of the Submittal Deadline Date, no exceptions**

CC

P/L 737/272

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
2DMUNDS JUSTIN L & ALICE	10821 WHIPPLE CREST AVE LAS VEGAS NV	12624297001
4700 N RANCHO LLC	%L & R PETERS 4949 N CAMPBELL RD LAS VEGAS NV	12624112005
A M A INVESTMENT L L C	4065 GOLD RIDGE DR BLOOMFIELD HILLS MI	12624215024
A M A INVESTMENT L L C	4065 GOLF RIDGE DR BLOOMFIELD HILLS MI	12624212112
A M A INVESTMENT L L C	4065 GOLF RIDGE OR BLOOMFIELD HILLS MI	12624212115
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624212130
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315154
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315153
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315182
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624311001
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624311002
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315156
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315018
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315184
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315183
A T C REALTY SIXTEEN INC	%WELLS FARGO BANK %D CUMMINGS 333 MARKET ST 17TH FLR SAN FRANCISCO CA	12624315155
AHLIN WILLIAM R & JANICE S	10747 KHALUA AVE LAS VEGAS NV	12624212087
ALHADEFF-ETZMAN LILLY	6836 PIPIL ST LAS VEGAS NV	12624212161
AMBROZIAK PAUL	10829 ELFTSTROM AVE LAS VEGAS NV	12624112015
ANDEREGG ERIC D	6841 SIGRI ST LAS VEGAS NV	12624212146
ANOERSON WILLIAM E JR	6863 QUINDIO ST LAS VEGAS NV	12624212133
ARCHULETA ALBERT	6821 SUMATRA ST LAS VEGAS NV	12624312005
AVILA JEREMY M	10723 KHALUA AVE LAS VEGAS NV	12624212093
AVILA JOSE L	10743 KHALUA AVE LAS VEGAS NV	12624212088
BACKUS RICHARD J & SHARON K	10850 LA FLORENTINA AVE LAS VEGAS NV	12624215005
BARTOLOME DANTE V & CONCEPCION R	10742 LA FLORENTINA AVE LAS VEGAS NV	12624215022
BASGALL EDWARD J & SHALLEY M	10841 WHIPPLE CREST AVE LAS VEGAS NV	12624112010
BEARD CASEY C & JULIE A	10809 ARUSHA AVE LAS VEGAS NV	12624212012
BEASON JEREMIAH M & AMBER M	10733 LAFLORENTINA AVE LAS VEGAS NV	12624212104
BELKNAP CHRISTOPHER M & LUCI A	10742 ARUSHA AVE LAS VEGAS NV	12624212085
BELL MEGHAN L	10761 ARUSHA AVE LAS VEGAS NV	12624212011
BELOV NED	10822 LA FLORENTINA AVE LAS VEGAS NV	12624215012

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
BENEDINI ANNITA	6955 N DURANGO DR #1115-264 LAS VEGAS NV	12624212010
BENNER CHRISTOPHER L	10826 LA FLORENTINA AVE LAS VEGAS NV	12624215011
BENNETT TRACEY K TRUST	9416 SALT WATER CT LAS VEGAS NV	12624112025
BERGIEL LAUREN	1529 S STATE #16H CHICAGO IL	12624212109
BERIONES MARTE M & CORNELIA A	6863 PIPIL ST LAS VEGAS NV	12624212035
BOCK LEESA	10740 KHALUA AVE LAS VEGAS NV	12624212098
BOOTH FAMILY LIVING TRUST	5110 N VALDEZ ST LAS VEGAS NV	12624212156
BOOTH WILLETTE	7001 WHIPPLE MANOR ST LAS VEGAS NV	12624112024
BOWLAND RUTHANN	6859 PIPIL ST LAS VEGAS NV	12624212034
BOYD DERRICK D	6853 SIGRI ST LAS VEGAS NV	12624212149
BOYD ROCHELLE S	6848 SUMATRA ST LAS VEGAS NV	12624212072
BRANDON GERALD D & NANCY M	10612 EMERALD PATH AVE LAS VEGAS NV	12624111046
BRATCHER DALE L & OIANE P	10825 ARUSHA AVE LAS VEGAS NV	12624212016
BRAVO DAVID & DIANE T	6835 PIPIL ST LAS VEGAS NV	12624212028
BRIGHTON LAND HOLOINGS L L C	%MANAGER 4415 SPRING MOUNTAIN RD #100 LAS VEGAS NV	12624115030
BRIGHTON LAND HOLDINGS L L C	%MANAGER 4415 SPRING MOUNTAIN RD #100 LAS VEGAS NV	12624115029
BRIGHTON LAND HOLOINGS L L C	%MANAGER 4415 SPRING MOUNTAIN RD #100 LAS VEGAS NV	12624115038
BRIGHTON LAND HOLOINGS L L C	%MANAGER 4415 SPRING MOUNTAIN RD #100 LAS VEGAS NV	12624115037
BRIGHTON PROVIDENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111106
BRIGHTON PROVIDENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111112
BRIGHTON PROVIDENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111109
BRIGHTON PROVIDENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111105
BRIGHTON PROVIDENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111108
BRIGHTON PROVIOENCE HOWNERS ASSN	%CAMCO P O BOX 12117 LAS VEGAS NV	12624111104
BROWN JULIE	10741 LA FLORENTINA AVE LAS VEGAS NV	12624212102
BUCKROFF MICHAEL & DAWNA	10754 DRAKE RIDGE AVE LAS VEGAS NV	12624112125
BUNGE ARTHUR & NANCY ANN REV TR	10745 ARUSHA AVE LAS VEGAS NV	12624212007
BURD CORY J	10753 ARUSHA AVE LAS VEGAS NV	12624212009
BURN GEOFFREY & JENNIFER	10811 DRAKE RIDGE AVE LAS VEGAS NV	12624112104
BURTON ALLAN J JR	10735 KHALUA AVE LAS VEGAS NV	12624212090
BYERLY LATOYA N	6850 SIGRI ST LAS VEGAS NV	12624212139
C G-211 L L C	%LEGAL DEPT 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624110007

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
CALL BRETT D & LINDSAY A	10817 ARUSHA AVE LAS VEGAS NV	12624212014
CALLAHAN FREDERICK E	10833 ELFSTROM AVE LAS VEGAS NV	12624112016
CAMERON JAMES	6839 PIPIL ST LAS VEGAS NV	12624212029
CAMPBELL CONNI-LYNN D	10740 KNICKERBOCKER AVE LAS VEGAS NV	12624315017
CANEVIK-ALEX VIKTORIJA	7037 HUNTS CORNER ST LAS VEGAS NV	12624112042
CARABAJAL MARK ANTHONY	10854 LA FLORENTINA AVE LAS VEGAS NV	12624215004
CARDENAS CHRISTINA & FERNANDO JR	10838 ELFSTROM AVE LAS VEGAS NV	12624112036
CARDOZA CHRISTINE M	P S C 820 BOX 20 FPO AE	12624212151
CARMONA ANGUSTIA M & RODOLFO SR	9354 MARGAIL CT DES PLAINES IL	12624212089
CARTER DAVID	1920 SHORE DR ANCHORAGE AK	12624212079
CARY SHANNON	10829 ARUSHA AVE LAS VEGAS NV	12624212017
CHAFFIN KEITH L & CLAIRE M	7102 BRIGHTON VILLAGE ST LAS VEGAS NV	12624111026
CHAPAIA GROUP L L C	848 N RAINBOW BLVD LAS VEGAS NV	12624112045
CHAPMAN ILEENE Y	10833 WHIPPLE CREST AVE LAS VEGAS NV	12624112008
CHASE HOME FINANCE L L C	800 BROOKSEDGE BLVD WESTERVILLE OH	12624212080
CHASE JAMES SOLON & JURATE	7025 WHIPPLE MANOR ST LAS VEGAS NV	12624112030
CHEFF CARLA F	10750 LA FLORENTINA AVE LAS VEGAS NV	12624215020
CHOMAKOS CHRIS & KARY	10814 DRAKE RIDGE AVE LAS VEGAS NV	12624112121
CISEK MATTHEW W & KERI S	6840 PIPIL ST LAS VEGAS NV	12624212160
CLARK BRYAN & HOLLY	6865 SIGRI ST LAS VEGAS NV	12624212152
CLIFFS EDGE L L C	%K HERMANSON 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624110011
CLIFFS EDGE L L C	3455 CLIFFSHADOWS PKWY #220 LAS VEGAS NV	12624110019
CLIFFS EDGE L L C	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624315201
CLIFFS EDGE L L C	%K HERMANSON 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624115057
CLIFFS EDGE L L C	%K HERMANSON 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624110018
CLIFFS EDGE L L C	%UNITED TITLE NEVADA INC %L HILL 1700 W HORIZON RIDGE PKWY #203 HENDERSON NV	12624315200
CLOUD FORREST B	10845 WHIPPLE CREST AVE LAS VEGAS NV	12624112011
CLUSS HENRY J JR & SUSAN B	6817 SUMATRA ST LAS VEGAS NV	12624312004
COMBS RACHEL A	6840 QUINDIO ST LAS VEGAS NV	12624212124
CONTE MARIO & AIDYL	10823 DRAKE RIDGE AVE LAS VEGAS NV	12624112107
COOK MARTIN EARL & BROOK	10807 DRAKE RIDGE AVE LAS VEGAS NV	12624112103
CORNEY JAMES W & KAYCE	6844 PIPIL ST LAS VEGAS NV	12624212159

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
CROWLEY CHRISTOPHER	10835 DRAKE RIDGE AVE LAS VEGAS NV	12624112110
CZUY KELLY J	6833 SIGRI ST LAS VEGAS NV	12624212144
DANIELS JANET & EDWARD	10822 ELFSTROM AVE LAS VEGAS NV	12624112040
DAVIDSON TODD N	6836 QUINDIO ST LAS VEGAS NV	12624212125
DELOZIER KENNETH & CHRISTINA	7013 WHIPPLE MANOR ST LAS VEGAS NV	12624112027
DELPONSO JACINTO E JR	7007 TIDELANDS PARK CT LAS VEGAS NV	12624111007
DEMATTEO MATTHEW D	10730 ARUSHA AVE LAS VEGAS NV	12624212082
DEROSE FRANK & MARIA	13522-110 A AVE EDMONTON ALBERTA CANADA T5M 2M9	12624112102
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213017
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213014
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213018
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213015
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213016
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213010
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213012
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213011
DESERT PROPERTY DEV L L C	%S SAGAN P O BOX 12219 ZEPHYR COVE NV	12624213013
DEVAULT NICHOLE	6833 MOSHI ST LAS VEGAS NV	12624212108
DIAL DAVID M & DJANN	10817 WHIPPLE CREST AVE LAS VEGAS NV	12624112004
DIMAGUILA CHERIE & PEDRO S III	7033 WHIPPLE MANOR ST LAS VEGAS NV	12624112032
DIMITT JASON A	6860 PIPIL ST LAS VEGAS NV	12624212155
DODGE KENNETH	10732 KNICKERBOCKER AVE LAS VEGAS NV	12624315015
DOLLARD RICHARD P & KRISTINA L	6835 QUINDIO ST LAS VEGAS NV	12624212126
DOMINGO EDWIN L & ARLYN L	10810 LA FLORENTINA AVE LAS VEGAS NV	12624215015
DORIA MICHELE J	10744 KHALUA AVE LAS VEGAS NV	12624212099
DOWLER CHRISTOPHER	10826 DRAKE RIDGE AVE LAS VEGAS NV	12624112118
DRURY CASSANDRA A	10729 LA FLORENTINA AVE LAS VEGAS NV	12624212105
DY DAVID A	6805 SUMATRA ST LAS VEGAS NV	12624312001
ENBYSK HEATHER & JAMES	10618 OSTEND AVE LAS VEGAS NV	12624111048
ERICKSON KEVIN & KELLY	7031 TIDELANDS PARK CT LAS VEGAS NV	12624111001
FANNIE MAE	800 BROOKSEDGE BLVD WESTERVILLE OH	12624212101
FARAI L L C	P O BOX 28887 LAS VEGAS NV	12624112031

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
FEDERAL NATIONAL MORTGAGE ASSN	%METLIFE HOME LOANS 4000 HORIZON WY IRVING TX	12624111008
FEDERAL NATIONAL MORTGAGE ASSN	400 COUNTRYWIDE WY SV-35 SIMI VALLEY CA	12624112047
FEDERAL NATIONAL MORTGAGE ASSN	400 COUNTRYWIDE WY SV-35 SIMI VALLEY CA	12624212117
FEDERAL NATIONAL MORTGAGE ASSN	%BANK AMERICA HOME LOANS %RECORDS PROCESSING 400 NATIONAL WY CA6-919-01-09 SIMI VALLEY CA	12624212084
FERGUSON SUMMER G & KAREN G	10724 KHALUA AVE LAS VEGAS NV	12624212094
FLATT IAN	6866 SIGRI ST LAS VEGAS NV	12624212135
FOSTER ROBERT L	10837 WHIPPLE CREST AVE LAS VEGAS NV	12624112009
FROST RICKY N & EILEEN M	6852 PIPIL ST LAS VEGAS NV	12624212157
FULLERTON RONNIE J & TRACY L	6855 PIPIL ST LAS VEGAS NV	12624212033
GAGNON LINDA	6840 SUMATRA ST LAS VEGAS NV	12624212074
GALLAGHER BENJAMIN J & HEATHER L	10737 ARUSHA AVE LAS VEGAS NV	12624212005
GARCIA JOEL A	6864 PIPIL ST LAS VEGAS NV	12624212154
GARDNER ELIZABETH	10827 DRAKE RIDGE LAS VEGAS NV	12624112108
GILLARD MALCOLM	10842 DRAKE RIDGE AVE LAS VEGAS NV	12624112114
GILMORE ROBERT L JR	10837 ELFSTROM AVE LAS VEGAS NV	12624112017
GLENN MICHAEL	10839 DRAKE RIDGE AVE LAS VEGAS NV	12624112111
GREEN MICHAEL & DANIELLE	7023 TIDELANDS PARK CT LAS VEGAS NV	12624111003
GREGORY AMANDA S & JAMES DYLAN	10749 ARUSHA AVE LAS VEGAS NV	12624212008
GUEVARA DELMY	%W ROORIGUEZ 6844 SUMATRA ST LAS VEGAS NV	12624212073
GURANGO CONCHITA A	6864 SUMATRA ST LAS VEGAS NV	12624212068
H O F FINANCIAL I L L C	%HOUSING CAPITAL CD %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214116
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214119
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214113
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214188
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214179
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214115
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214109
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 CDSTA MESA CA	12624214118
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214112
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214111
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214123

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214117
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214110
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214114
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214146
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214024
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214126
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214167
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214164
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214185
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214182
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214026
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214155
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214154
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214156
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214153
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214057
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214145
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214140
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214147
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214148
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214151
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214149
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 CDSTA MESA CA	12624214056
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214128
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214150
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214127
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214166
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214165
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214184
H O F FINANCIAL I L L C	%HOUSING CAPITAL CD %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214152
H O F FINANCIAL I L L C	%HOUSING CAPITAL CD %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214136
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214059

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214131
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214169
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214187
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214180
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214058
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214130
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214125
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214168
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214163
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214186
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214129
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214137
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214023
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214135
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214134
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214138
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214133
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214194
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214144
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214143
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214139
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214142
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214141
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214025
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214181
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214090
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214078
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214079
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214080
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214006
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214005
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214004

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214018
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214084
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214085
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214001
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214087
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214016
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214089
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214088
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214157
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214174
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214175
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214192
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214064
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214083
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214082
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214102
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214086
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214067
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214076
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214072
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214075
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214071
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214069
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214070
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214074
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214073
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214196
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214195
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214065
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214007
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214017
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214068

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H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214008
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214009
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214010
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214011
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214012
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214013
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214014
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214015
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214002
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214066
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214160
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214120
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214121
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214122
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214100
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214101
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214077
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214061
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214176
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214103
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214081
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214171
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214193
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214105
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214108
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214106
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214107
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214189
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214178
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214022
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %O HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214132
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214060

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214170
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214104
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214191
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214003
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214019
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214097
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214096
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214095
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214094
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214093
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214092
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214091
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214063
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214099
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214158
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214098
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214162
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214183
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214020
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214062
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214172
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214159
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214190
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214177
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214021
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214161
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214173
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315192
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315196
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315132
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315040
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315034

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H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315035
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315149
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315150
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315148
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624311008
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315036
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315151
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624311007
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315152
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315033
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315177
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315178
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315179
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315176
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315140
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315141
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315180
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315142
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315175
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315165
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315181
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315133
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315147
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315169
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315164
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315163
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315162
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315161
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315166
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315019
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315020
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315021

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H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315022
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315167
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315168
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315139
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315024
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315174
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315138
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315157
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315025
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315026
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315027
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315028
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315039
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315029
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315030
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315031
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315032
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315013
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315023
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214039
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315146
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214032
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214033
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214034
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214035
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214036
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214037
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214038
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214046
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214047
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214048
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214049

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H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214030
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214050
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214029
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214051
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214052
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214053
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214054
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214044
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214055
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214040
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214043
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214041
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214042
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214198
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214197
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214045
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315137
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315187
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315172
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315185
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315160
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315195
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214124
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315171
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315136
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315143
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214031
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315190
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315173
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315037
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315135
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214027

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H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315134
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315038
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315159
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315158
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315145
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315012
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315144
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315131
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315041
H O F FINANCIAL I L L C	%HOUSING CAPITAL CO %D HATCH 3200 BRISTOL ST #800 COSTA MESA CA	12624214028
H O F FINANCIAL I L L C	3200 BRISTOL ST #800 COSTA MESA CA	12624315170
HAGEMAN ZEKE THOMAS	6856 SUMATRA ST LAS VEGAS NV	12624212070
HAHN JAMES R & ELIZABETH M	6841 MOSHI ST LAS VEGAS NV	12624212110
HAMDAN TOUFIC M	10734 ARUSHA AVE LAS VEGAS NV	12624212083
HARPER BOYCE T	10630 OSTEND AVE LAS VEGAS NV	12624111051
HEIM EMILY B	6808 SUMATRA ST LAS VEGAS NV	12624312008
HERNANDEZ IMELDA & MIGUEL	10830 ELFSTROM AVE LAS VEGAS NV	12624112038
HEROD TODD A	10849 ARUSHA AVE LAS VEGAS NV	12624212022
HEUBERG LESLIE	7011 TIDELANDS PARK CT LAS VEGAS NV	12624117002
HIGGINS DENNIS L	10841 ARUSHA AVE LAS VEGAS NV	12624212020
HILL JESSE M	10608 EMERALD PATH AVE LAS VEGAS NV	12624111045
HODGIN TIMOTHEY & JAMIE	10834 DRAKE RIDGE AVE LAS VEGAS NV	12624112116
HOPPER STEVEN	7017 WHIPPLE MANOR ST LAS VEGAS NV	12624112028
HORVAT HEATH A	6843 QUINDIO ST LAS VEGAS NV	12624212128
HUYNH JENNIE	6845 MOSHI ST LAS VEGAS NV	12624212111
HWYNN MICHELLE L	1039 E VALLEY BLVD #B110 SAN GABRIEL CA	12624212122
JACKSON KRIS & DARCY	10810 DRAKE RIDGE AVE LAS VEGAS NV	12624112122
JACKSON TIA Y	7015 TIDELANDS PARK CT LAS VEGAS NV	12624117001
JAFFAR KHALID S & SAMANTHA R G	10822 DRAKE RIDGE AVE LAS VEGAS NV	12624112119
JAGTIANI FAMILY TRUST	10700 NEW BORO AVE LAS VEGAS NV	12624212119
JAO RONALD & VINA	10727 KHALUA AVE LAS VEGAS NV	12624212092
JOHNSON JAMES M	10818 LA FLORENTINA AVE LAS VEGAS NV	12624215013

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JOHNSON MACORD EDWARD	6836 SUMATRA ST LAS VEGAS NV	12624212075
JUSTAK JASON A & KELLY L	6813 SUMATRA ST LAS VEGAS NV	12624312003
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119047
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119013
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119050
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119049
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119018
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119048
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119025
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119006
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119008
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119026
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119009
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119017
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119023
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119011
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119004
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119012
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119024
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119046
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111040
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119022
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119014
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119045
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119003
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119007
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119028
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119005
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119010
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119035
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118004
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119039

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K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118007
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118006
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119034
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119021
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111078
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119030
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119036
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119037
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119038
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119044
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119032
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119031
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119033
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111065
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119016
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111056
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119019
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119020
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118005
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118001
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111064
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119042
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119043
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624111092
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118002
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119027
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624118003
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119040
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119015
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119041
K B HOME L V BRIGHTON L L C	%M PATTNI 5655 BADURA AVE LAS VEGAS NV	12624119029
KAGELE ELIZABETH F	6845 SIGRI ST LAS VEGAS NV	12624212147

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KANE BARRY C	10833 ARUSHA AVE LAS VEGAS NV	12624212018
KASPAR LEEANN STARK TRUST	2756 DEVITA CIR LAS VEGAS NV	12624215021
KERSCHEN CHRISTOPHER B	6854 SIGRI ST LAS VEGAS NV	12624212138
KETTLER SCOTT A	10733 ARUSHA AVE LAS VEGAS NV	12624212004
KHAN ANTHONY M & LEILA C	6868 SUMATRA ST LAS VEGAS NV	12624212067
KIPYEGON JACOB K	10609 EMERALD PATH AVE LAS VEGAS NV	12624111083
KOBERA DEBORAH W	10818 DRAKE RIDGE AVE LAS VEGAS NV	12624112120
KOOP DION & LAURIE A	511 WYNDCLYFF DR EVANSVILLE IN	12624212086
KOPP JEREMY H	10728 KHALUA AVE LAS VEGAS NV	12624212095
KWAN CHRISTINA M	8635 W SAHARA AVE #581 LAS VEGAS NV	12624212071
LABUGUEN SYBIL S & EDILBERTO P	6824 SUMATRA ST LAS VEGAS NV	12624212078
LACHENMAIER COURTENAY A L T D	606 S 9TH ST LAS VEGAS NV	12624112096
LAKE RICHARD M & ASHLEIGH P	10861 ARUSHA AVE LAS VEGAS NV	12624212025
LANE BRANDON S	10721 LA FLORENTINA AVE LAS VEGAS NV	12624212107
LAZOOTIN JANEL L & JANEL	7046 BRIGHTON VILLAGE ST LAS VEGAS NV	12624111025
LESINSKI JOSEPH R	10725 LA FLORENTINA AVE LAS VEGAS NV	12624212106
LEW VINCENT & TIN F	10725 ARUSHA AVE LAS VEGAS NV	12624212002
LIBERTY HILL PROVIDENCE L L C	%R SCHAEFER 12A SUNSET WY #116 HENDERSON NV	12624315005
LLOYD MICHAEL	7100 PIRATES COVE RD #1054 LAS VEGAS NV	12624111024
LOOS ERIC N	2790 SHERWIN AVE #3 VENTURA CA	12624212134
LUNSFORD ADAM R	10748 KHALUA AVE LAS VEGAS NV	12624212100
MACFARLAND WILLIAM G JR & ANNE M	10831 DRAKE RIDGE AVE LAS VEGAS NV	12624112109
MAIR GORDON & DIXIE	10842 LA FLORENTINA AVE LAS VEGAS NV	12624215007
MALKIN BRADLEY A FAMILY L P	11 SABLE RIDGE CT LAS VEGAS NV	12624112041
MANUS MICHAEL W JR & SHAUNA L	10853 ARUSHA AVE LAS VEGAS NV	12624212023
MARMINO RANDALL A & DIANA M	10741 ARUSHA AVE LAS VEGAS NV	12624212006
MARQUEZ STEPHEN M	10766 LA FLORENTINA AVE LAS VEGAS NV	12624215016
MARTINO KIMBERLEY A & JOSEPH M	10617 EMERALD PATH AVE LAS VEGAS NV	12624111081
MCDONALD CASEY P	10762 LA FLORENTINA AVE LAS VEGAS NV	12624215017
MEIER MARK S & ANGELIC N	6868 PIPIL ST LAS VEGAS NV	12624212153
MILLOY MICHAEL JEFFREY & MEGAN E	10830 LA FLORENTINA AVE LAS VEGAS NV	12624215010
MILLS CARMEN	1844 ANDREWS AVE BRONX NY	12624215006

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
MITALY JOSEPH K & NELDA K	10732 KHALUA AVE LAS VEGAS NV	12624212096
MONTAGUE JUSTIN	10737 DRAKE RIDGE LAS VEGAS NV	12624112097
MONTICELLO AT PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624315191
MOYER FAMILY TRUST	1908 VERO DR LAS VEGAS NV	12624312007
MURAT ANDRE EMILE REVOCABLE TR	9020 NEWCOMBE ST LAS VEGAS NV	12624212137
MURO TINA M	10728 KNICKERBOCKER AVE LAS VEGAS NV	12624315014
NEEDHAM KALAEONE K	10862 LA FLORENTINA AVE LAS VEGAS NV	12624215002
NELSON SAMUEL	10729 ARUSHA AVE LAS VEGAS NV	12624212003
NORRIS ELAINE	10846 DRAKE RIDGE AVE LAS VEGAS NV	12624112113
NOTARESCHI DAVID & DEBORAH A	6847 QUINDIO ST LAS VEGAS NV	12624212129
OLIVER JOHN A II & KRISTINE C	6867 PIPIL ST LAS VEGAS NV	12624212036
ORZAL JONATHAN B	7016 WHIPPLE MANOR ST LAS VEGAS NV	12624112019
OSHIMA NADINE L	46-026 ALIIKANE PL #411 KANEOHE HI	12624212013
O'TOOLE TIMOTHY D	6816 SUMATRA ST LAS VEGAS NV	12624312006
OYOLA ADRIENNE	10613 EMERALD PATH AVE LAS VEGAS NV	12624111082
PAAYAS EVELYN T	10837 ARUSHA AVE LAS VEGAS NV	12624212019
PABON JOSHUA S	10722 LA FLORENTINA AVE LAS VEGAS NV	12624212063
PADMANABHAN ASHA	10721 ARUSHA AVE LAS VEGAS NV	12624212001
PANGANDIAN EDITH & EFREN	9001 LINDER AVE SKOKIE IL	12624212066
PANLAQUI FRANCISCO A	6860 SUMATRA ST LAS VEGAS NV	12624212069
PEBWORTH CHRISTY	10845 DRAKE RIDGE AVE LAS VEGAS NV	12624112034
PERKINS EDWARD & MICHELLE	6828 SUMATRA ST LAS VEGAS NV	12624212077
PERRI DANIEL J	10731 KHALUA AVE LAS VEGAS NV	12624212091
PETERS ROGER L	6853 MOSHI ST LAS VEGAS NV	12624212113
PETERSEN JAMES V JR & TAMMY A S	10736 KNICKERBOCKER AVE LAS VEGAS NV	12624315016
PRITCHETT LINDA D & DANNY R	10834 WHIPPLE CREST AVE LAS VEGAS NV	12624112022
PROVIDENCE MASTER H O A	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624611005
PROVIDENCE MASTER H O A	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624211002
PROVIDENCE MASTER H O A	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624211001
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624312011
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212165
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624312013

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212163
PROVIDENCE MASTER HOWNERS ASSN	7175 N DURANGO #280 LAS VEGAS NV	12624212162
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212166
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624312012
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212168
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212167
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624212164
PROVIDENCE MASTER HOWNERS ASSN	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	12624316002
RAMSAY-SAVAGE JANET M	6832 SUMATRA ST LAS VEGAS NV	12624212076
REEVE BRIAN R & KRYSTAL L	7012 WHIPPLE MANOR ST LAS VEGAS NV	12624112020
REEVES MICHAEL C	6862 SIGRI ST LAS VEGAS NV	12624212136
REIBEL RICHARD	10850 DRAKE RIDGE AVE LAS VEGAS NV	12624112112
RICHARDS ADAM T	6857 SIGRI ST LAS VEGAS NV	12624212150
RICHARDSON ROSE M	6839 QUINDIO ST LAS VEGAS NV	12624212127
ROCHELLE MICHAEL R	5110 N VALADEZ LAS VEGAS NV	12624212158
ROCHESTER PAUL	10753 DRAKE RIDGE AVE LAS VEGAS NV	12624112101
RODRIGUEZ DEBORAH RENE	10736 KHALUA AVE LAS VEGAS NV	12624212097
RODRIGUEZ NOEL Z & MARY ANN O	33 SANTA TERESA RANCHO SANTA MARGARITA CA	12624212021
ROHRBAUGH ROBERT	10626 OSTEND AVE LAS VEGAS NV	12624111050
ROSS BYRON	6852 QUINDIO ST LAS VEGAS NV	12624212121
ROWAN DOUGLAS	10849 DRAKE RIDGE AVE LAS VEGAS NV	12624112033
ROWAN MATTHEW & ERIN M	7027 TIDELANDS PARK CT LAS VEGAS NV	12624111002
RUFUS ANDREW J	6855 QUINDIO ST LAS VEGAS NV	12624212131
RUTHERFORD JOHN TRAVIS & JIN M	6804 SUMATRA ST LAS VEGAS NV	12624316001
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112132
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112089
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112126
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112115
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112127
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112048
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112044
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112134

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112128
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112099
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112133
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112091
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112129
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112136
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112092
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112090
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112131
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112135
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112098
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112117
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112093
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112095
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112094
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112130
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112023
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112062
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112012
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112068
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112057
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112058
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112059
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112063
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112060
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112002
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112070
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112086
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112083
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112021
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112087
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112084

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112014
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112064
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112065
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112066
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112069
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112067
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112001
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112085
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112076
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112013
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112049
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112061
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112075
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112051
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112077
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112052
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112056
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112053
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112071
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112073
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112079
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112050
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112054
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112078
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112082
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112072
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112074
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112055
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112088
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112081
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112006
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112145

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112003
RYLAND HOMES NEVADA L L C	8925 W RUSSELL RD #200 LAS VEGAS NV	12624112080
SANDERSON MICHAEL L & DALE LYNN	10815 DRAKE RIDGE AVE LAS VEGAS NV	12624112105
SASSON KEREN KARIN & EYAL E	5350 S CONQUISTADOR ST LAS VEGAS NV	12624112018
SCHOOL BOARD OF TRUSTEES	%B RODGERS 4512 EUCALYPTUS ANNEX LAS VEGAS NV	12624201021
SCHREINER JESSICA K	6857 MOSHI ST LAS VEGAS NV	12624212114
SCHUMACHER EDWIN J & YVONNE E	877 LAS PALOMAS DR LAS VEGAS NV	12624215018
SECRETARY HOUSING & URBAN DEV	%MICHAELSON CONNOR & BOUL 13832 N 32ND #D150 PHOENIX AZ	12624111004
SECRETARY HOUSING & URBAN DEV	%MICHAELSON CONNOR & BOUL 13832 N 32ND #D150 PHOENIX AZ	12624111093
SECRETARY HOUSING & URBAN DEV	5312 BOLSA AVE #200 HUNTINGTON BEACH CA	12624212123
SHAH DEEPAK J & MADHU D	6958 N KILBOURN LINCOLNWOOD IL	12624212120
SHEDROW RICHARD A	10865 ARUSHA AVE LAS VEGAS NV	12624212026
SHERER BRIAN L	6865 MOSHI ST LAS VEGAS NV	12624212116
SIHAS JULIAN A	6837 SIGRI ST LAS VEGAS NV	12624212145
SINGH ASHNEEL & LALITA	10806 DRAKE RIDGE AVE LAS VEGAS NV	12624112123
SIRIT MARIO J III	10726 ARUSHA AVE LAS VEGAS NV	12624212081
SMITH BRANDON & REYNA	6834 SIGRI ST LAS VEGAS NV	12624212143
SOBRINO SUSANA	6849 SIGRI ST LAS VEGAS NV	12624212148
SOOD RAGHAV & DIMPLE	31 EARLY LIGHT IRVINE CA	12624212118
SOW LIPWAI	6809 SUMATRA ST LAS VEGAS NV	12624312002
SPEARS JASON R & ARIANE JOY A	10726 LA FLORENTINA AVE LAS VEGAS NV	12624215026
SPURGIN SUZANA M	10737 LA FLORENTINA AVE LAS VEGAS NV	12624212103
STARMER JASON W & MALIA T	12105 BROWNELL DR MONTEREY CA	12624111023
SUTEHALL KEVIN & CORA	6843 PIPIL ST LAS VEGAS NV	12624212030
TADEO JONATHAN B & LIZETTE	7525 WILMAR PL ROSEMEAD CA	12624212065
TAI-POW MARLON G	3466 MICKLE AVE BRONX NY	12624215009
TAXPAYER	LAS VEGAS NV	12624215008
TAXPAYER	LAS VEGAS NV	12624112037
TAXPAYER	LAS VEGAS NV	12624112043
TAXPAYER	LAS VEGAS NV	12624112100
THOMAS KELLY M	10754 LA FLORENTINA AVE LAS VEGAS NV	12624215019
THOMPSON CAROL A	6846 SIGRI ST LAS VEGAS NV	12624212140

Report of All Selected Parcels**Case Number:** VAR-40773**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
THOMPSON DANIEL L	6859 QUINDIO ST LAS VEGAS NV	12624212132
TONG ALEX D	10718 LA FLORENTINA AVE LAS VEGAS NV	12624212064
TRIPLETT BRANDON & ELEASE	10802 DRAKE RIDGE AVE LAS VEGAS NV	12624112124
TURNER CHRISTOPHER J	10821 ARUSHA AVE LAS VEGAS NV	12624212015
URNICK CHARLES B	10866 LA FLORENTINA AVE LAS VEGAS NV	12624215001
USA	WASHINGTON DC	12623000001
USA	WASHINGTON DC	12624301018
USA	%CITY CLERK 400 STEWART AVE LAS VEGAS NV	12624201020
VALLETORRES LUCIANO	6842 SIGRI ST LAS VEGAS NV	12624212141
VANDENBERG DANA L	10857 ARUSHA AVE LAS VEGAS NV	12624212024
VARELA DAVID J	6838 SIGRI ST LAS VEGAS NV	12624212142
VAZQUEZ KRISTINE E	747 BELVIDERE ST PASADENA CA	12624212027
VERANDAH PROPERTIES L L C	3125 S ROCKFORD DR TULSA OK	12624112039
VERANDAH PROPERTIES L L C	3125 S ROCKFORD DR TULSA OK	12624112035
VERANDAH PROPERTIES L L C	3125 S ROCKFORD DR TULSA OK	12624112029
VERANDAH PROPERTIES L L C	3125 S ROCKFORD DR TULSA OK	12624112026
VILLANUEVA YANIRA & GILBERTO JR	10738 LA FLORENTINA AVE LAS VEGAS NV	12624215023
WARREN PATRICK J & JULIE M	8560 W FISHER AVE LAS VEGAS NV	12624212032
WATTS DAVID W	10622 OSDEND AVE LAS VEGAS NV	12624111049
WEAVER RANDALL J & BRANDI L	10819 DRAKE RIDGE AVE LAS VEGAS NV	12624112106
WEIDNER CHARLES D	10858 LA FLORENTINA AVE LAS VEGAS NV	12624215003
WICKS JARED W & ERICA J	10616 EMERALD PATH AVE LAS VEGAS NV	12624111047
WILMOTH KATHERINE A	6847 PIPIL ST LAS VEGAS NV	12624212031
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112141
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112139
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112140
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112143
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112144
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112137
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112138
WINDIMERE PROVIDENCE H O A	%CAMCO P O BOX 12117 LAS VEGAS NV	12624112142
WOODS BRIAN C & RACHEL L	5200 LOS ALTOS PKWY #56 SPARKS NV	12624215025

Report of All Selected Parcels

Case Number: VAR-40773

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<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
YANKE CHRISTOPER L & MEGAN A	10814 LA FLORENTINA AVE LAS VEGAS NV	12624215014
YOUNG KEVIN J & ROBYN AYN	7040 DELTA FALLS ST LAS VEGAS NV	12624112046



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

March 9, 2011

Mr. Dan Hale
Pardee Homes of Nevada
650 White Drive, Suite #100
Las Vegas, Nevada 89119

RE: VAR-40773 - VARIANCE
PLANNING COMMISSION MEETING OF MARCH 8, 2011

Dear Mr. Hale:

Your request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS WAS PREVIOUSLY APPROVED ON LOTS 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (APNs Multiple), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross), was considered by the Planning Commission on March 8, 2011.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.
2. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.
3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov



Mr. Dan Hale
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March 9, 2011

Public Works

5. The distance from the face of the garage door to the back of sidewalk (or curb, if no sidewalk is proposed) shall be a minimum distance of 18 feet or a maximum distance of 8 feet to prevent a vehicle in the driveway from encroaching into the vehicular or pedestrian travel corridor.
6. The developer shall disclose to potential buyers and shall post notice within each garage of all lots shown on the approved Site Plan in which the garage door is less than eighteen feet that parking in the driveway shall not be allowed.
7. Site development to comply with all applicable previous conditions of approval for the Cliff's Edge Parent Map, the Astoria Homes at Cliff's Edge Pod 301 Final Map and all other site-related actions.

This action by the Planning Commission on **March 8, 2011** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access <http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm>, or contact the Department of Planning and Development at 702.229.6301 after **March 21, 2011**. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Ms. Chelsea Peltier
Slater Hanifan Group
5740 South Arville Street, Suite #216
Las Vegas, Nevada 89118



February 24, 2011

Mr. Dan Hale
Pardee Homes of Nevada
650 White Drive, Suite #100
Las Vegas, Nevada 89119

**RE: VAR-40773 - VARIANCE
PLANNING COMMISSION MEETING OF MARCH 8, 2011**

Dear Mr. Hale:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **March 8, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, March 2, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", with a long horizontal line extending to the right.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Ms. Chelsea Peltier
Slater Hanifan Group
5740 South Arville Street, Suite #216
Las Vegas, Nevada 89118

LAS VEGAS CITY COUNCIL

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400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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www.lasvegasnevada.gov



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT

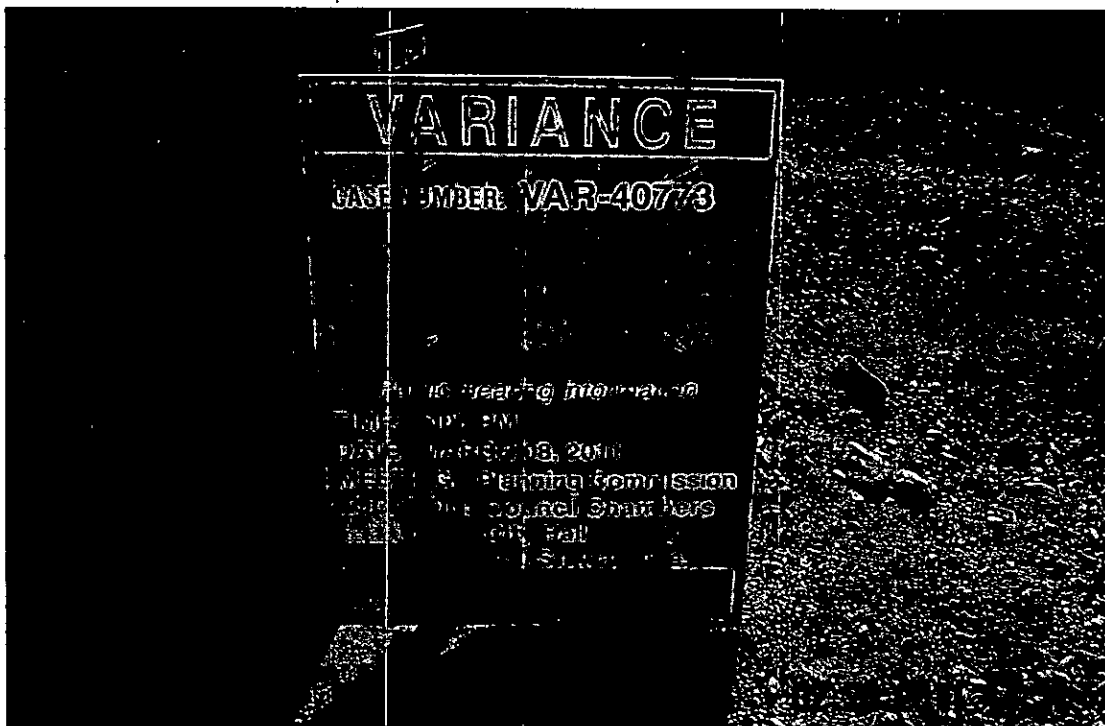


CASE NUMBER: VAR-40773

MEETING DATE: 03/08/11 PC

1 of 2

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing.



[Signature]
Signature

2-26-11
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.



6
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LAS VEGAS
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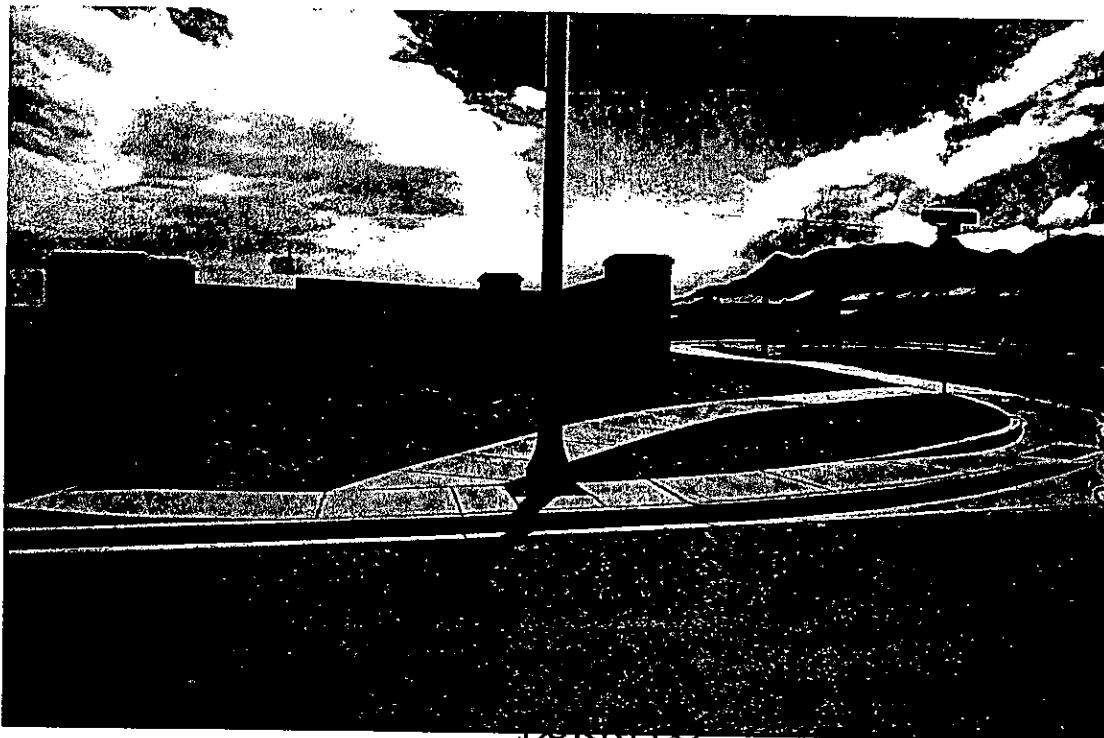
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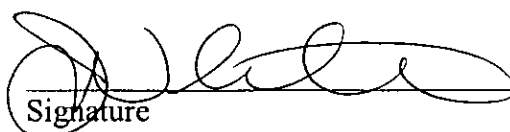
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1501 CRES


Signature

2-26-11
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT

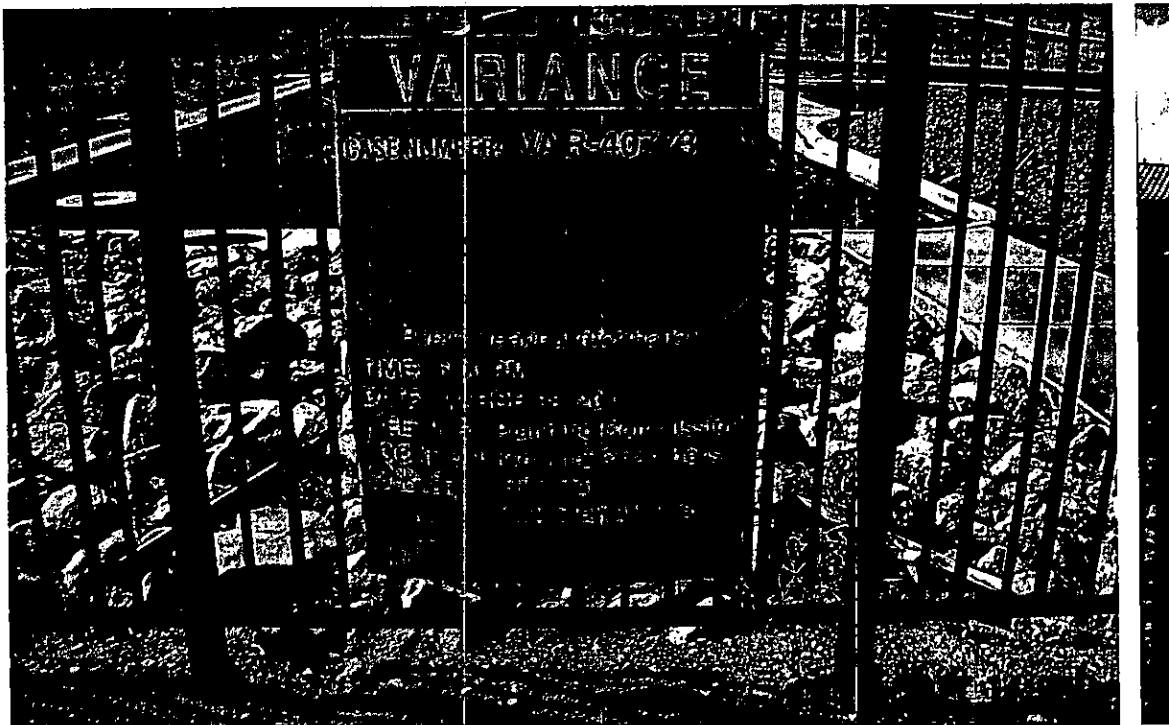


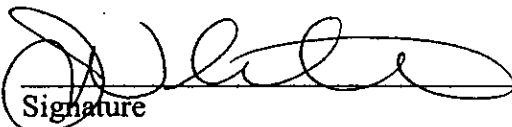
CASE NUMBER: VAR-40773

MEETING DATE: 03/08/11 PC

2d2

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Signature

2-26-11
Date

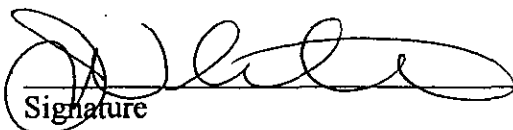
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2d2

2 Zoning
the first




Signature

2-26-11
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.

Application Information

VAR-40773 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS WAS PREVIOUSLY APPROVED ON LOTS 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (APNs Multiple), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *March 08, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Information

VAR-40773 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS WAS PREVIOUSLY APPROVED ON LOTS 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (APNs Multiple), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross).

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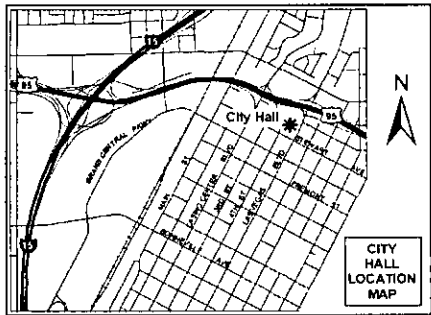
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☐

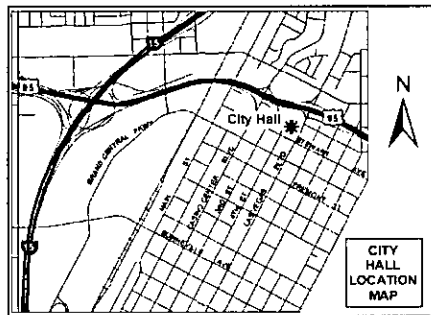
I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773
Planning Commission Meeting of 3/8/2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-40773
Planning Commission Meeting of 3/8/2011

Development Notification

PC Meeting: March 8, 2011

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Planning and Development Department:

VAR-40773

Auburn and Bradford at Providence HOA

Brighton at Providence HOA

Chestnut Hill at Providence HOA

Hearthstone/Brookstone HOA

Highgate at Providence HOA

Kensington at Providence HOA

Providence Master Association

Somerset at Providence HOA

Windimere at Providence HOA

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works, *BA*
CC: Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekk, Survey (FM, PM, & A's only)
Date: February 3, 2011
Re: **VAR-40773** Pardee Homes of Nevada SWC Shaumber Rd. & Dorrell Lane
Request for a Variance for garage setbacks

COMMENTS:

The Department of Public Works has expressed concern in the past regarding vehicles blocking driveways and consequently, pedestrian paths. Public works has consistently recommended that the distance from the face of the garage door to the front property line shall be a minimum distance of 18 feet or a maximum distance of 5 feet to avoid potential issues with vehicles blocking pedestrian and vehicular travel corridors.

The applicant has recently purchased existing lots previously graded and owned by a different developer and would like to construct homes with different floor plans which requires certain driveways to be a minimum of 8 feet in length to keep driveway slopes within City threshold requirements. This request is self imposed in nature due to the fact that the developer designs the floor plans and purchased lots that could not accommodate their proposed floor plans under the current conditions. Therefore, the Department of Public Works recommends denial, however if approved we recommend the following conditions of approval:

CONDITIONS OF APPROVAL:

1. The distance from the face of the garage door to the back of sidewalk (or curb, if no sidewalk is proposed) shall be a minimum distance of 18 feet or a maximum distance of 8 feet to prevent a vehicle in the driveway from encroaching into the vehicular or pedestrian travel corridor.
2. The developer shall disclose to potential buyers and shall post notice within each garage of all lots shown on the approved Site Plan in which the garage door is less than eighteen feet that parking in the driveway shall not be allowed.
3. Site development to comply with all applicable previous conditions of approval for the Cliff's Edge Parent Map, the Astoria Homes at Cliff's Edge Pod 301 Final Map and all other site-related actions.

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works, *BA*
CC: Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekkki, Survey (FM, PM, & A's only)
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CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

REQUEST FOR COMMENT

FROM: *PLANNING AND DEVELOPMENT*

VAR-40773

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC
FIRE ENGINEERING	OZZIE MIRKHAH	DSC
*FLOOD CONTROL (DPW)	ALBERT SUNG	DSC
*LAND DEVELOPMENT (DPW)	DAVID GUERRA	DSC
PERMITS/ INSPECTIONS	ROD CLARK	DSC
*RIGHT-OF-WAY (DPW)	MARY WULFF	DSC
*SANITARY SEWERS (DPW)	JOE PEÑA	DSC
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC

ROUTED ELECTRONICALLY

<CCSD>	LINDA PERRI	4190 McLeod Drive, 2 nd Floor
METRO	BRIAN O'CALLAGHAN	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 nd FLOOR CITY HALL
*TEFO (DPW)	REBECCA WHITLOCK	2900 RONEMUS
*SID (DPW)	PATRICK MURPHY	420 N. FOURTH STREET
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD

*** ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO ROGER BAILEY, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT < US MAIL DELIVERY>**

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 phone (702) 385-7268 fax

VAR-40773 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PARDEE HOMES OF NEVADA

- Request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS WAS PREVIOUSLY APPROVED ON LOTS 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (APNs Multiple), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross).

PLANNING COMMISSION: MARCH 8, 2011

CITY COUNCIL: APRIL 6, 2011

PLANNING SUPERVISOR: STEVE GEBEKE



PUBLIC HEARING

Comments Due: FEBRUARY 3, 2011

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to Carman Burney (cburney@lasvegasnevada.gov), the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

VAR Application

YK

Report Date 01/24/2011 01:22 PM

Submitted By

Page 1

A/P # 40773 VARIANCE

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	01/20/2011 15:11	982998	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

VAR-40773 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW AN EIGHT-FOOT OR LESS GARAGE SETBACK WHERE SIX FEET OR LESS IS REQUIRED on lots 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142 and 149-156 at the southwest corner of Shaumber Road and Dorrell Lane (Multiple APN's), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross).

Parent A/P

Project # 40773 Project/Phase Name PROVIDENCE POD 301 Phase #
Size/Area 20.50 ACRE Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 12624214001

Location

Owner/Tenant

Contact ID AC1729372 Name PARDEE HOMES OF NEVADA
Mailing Address 650 WHITE DRIVE Organization
City LAS VEGAS State/Province NV
ZIP/PC 89119 Country ☐ Foreign
Day Phone (702)614-1400 x Evening Phone
Fax Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

10810 WRIGLEY FIELD AVE
LAS VEGAS, 89166-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12624214001
12624214002

Report Date 01/24/2011 01:22 PM

Submitted By

Page 2

A/P Linked Parcels

12624214003
12624214004
12624214005
12624214006
12624214007
12624214008
12624214009
12624214010
12624214011
12624214012
12624214013
12624214014
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12624214119

City of Las Vegas

400 Stewart Ave
Las Vegas, NV 89101-2927

VAR Application

Report Date 01/24/2011 01:22 PM

Submitted By

Page 3

A/P Linked Parcels

12624214120
12624214121
12624214122
12624214133
12624214134
12624214135
12624214136
12624214137
12624214138
12624214139
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12624214142
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12624214150
12624214151
12624214152
12624214153
12624214154
12624214155
12624214156

Applicants/Contacts

Primary	N	Capacity	OTHER	Other	REP	Contact ID	AC1521462	☐	Foreign
Effective		Expire							
Name	CHELSEA PELTIER SLATER HANIFAN GROUP								
Day Phone	(702)284-5300 x	Eve Phone		Organization					
Pager		PIN #		Position					
Fax	(702)284-5399	Mobile		Profession					
E-Mail									
Address	5740 S. ARVILLE ST #216 LAS VEGAS, NV 89118								
Seasonal Addr									
Valid From		To							
Comments	No Comments								

Primary	Y	Capacity	OWNER	Contact ID	AC1729372	☐	Foreign
Effective		Expire					
Name	PARDEE HOMES OF NEVADA						
Day Phone	(702)614-1400 x	Eve Phone		Organization			
Pager		PIN #		Position			
Fax		Mobile		Profession			
E-Mail							
Address	650 WHITE DRIVE #100 LAS VEGAS, NV 89119						
Seasonal Addr							
Valid From		To					
Comments	No Comments						

Contractors

No Contractors

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	01/20/2011 15:20	500.00

Report Date 01/24/2011 01:22 PM

Submitted By

Page 4

Fees	Status	Paid Date	Amount
RECORDING OF NOTICE OF ZONING ACTION	P	01/20/2011 15:20	30.00
PROCESSING FEE	P	01/20/2011 15:20	300.00
Total Unpaid		0.00	Total Paid 830.00

Inspections

There are no Inspections for this Report

Review Activities	Review #	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
Comments									

Activity Review Details

Detail SUBMITTAL CHECKLIST (VAR) Modified By JMARSHALL Modified Date/Time 01/20/2011 15:11

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y Pre-Application Conference Checklist	Y Site Plan (6 Folded Blue Lines, 1 Rolled Color)
Y Application/Petition Form	Y Building Elevations (1 Folded, 1 Rolled Color)
Y Deed and Legal Description	N Floor Plan (1 Folded, 1 Rolled)
Y Justification Letter	Y Laser Print Site Plan
Y Statement of Financial Interest	Y Laser Print Floor Plan
	Y Laser Print Elevation

Y Business Licensing Requirements Met

N Business License Exempt

Detail LINKED PROJECTS

Modified By JMARSHALL

Modified Date/Time 01/20/2011 15:10

Comments

No Comments

Report Date 01/24/2011 01:22 PM

Submitted By

Page 5

LINKED PROJECT

Grid Template Type	Project Number	APKEY	COMMENTS	Proj Type
PRJ	26237	216749	VARIANCE	VAR

Check Conditions Condition Supervisor Required	Approval	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
Z-LEGAL N				982998	01/20/2011 15:11	

Project #	A/P Type	Status	Stage	Relation
-----------	----------	--------	-------	----------

No children exist for this project

Planning Condition	Description	Effective	Expire	Comments
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There is no planning condition for this project.

VARIANCE

Y Parent Project link required?

Y Will this go to the City Council?

Is there a condition of approval for a Required Review?

If yes, when does it need to be reviewed?

Staff Recommendation

Entitlement Exercised?

Meeting Information

Meeting Information Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	NO Votes	ABSTENTIONS
03/08/2011	PC	SCHEDULED		0	0	0
JMARSHALL	01/20/2011					

Template Type	A/P #	A/P Type	Status	Stage
---------------	-------	----------	--------	-------

No children exist for this project

Employee Employee ID	Last	First	MI	Comments
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No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
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PAYMNT CO NAME WHO PICKED UP CONTACT# 970040 01/20/2011 15:20 0.00
MATT KEY, 702.284.5300, PARDEE HOMES CK 2629250

City of Las Vegas

400 Stewart Ave

Las Vegas, NV 89101-2927

VAR Application**Report Date**

01/24/2011 01:22 PM

Submitted By

Page 6

Log Action Comments	Description	Entered By	Start	Stop	Hours
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No Model Home Details

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance
 Project Address (Location) Shaumber / Dorrell
 Project Name Providence POD 301 Proposed Use _____
 Assessor's Parcel #(s) 126-24-214-001 thru 015; 030 thru 042 Ward # _____
 General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units 81 Density _____
 Additional Information 081 thru 083, 093 thru 106, 111-122, 133-142 and 149
thru 156 & 067

PROPERTY OWNER Pardee Homes of Nevada Contact _____
 Address 650 White Drive Suite 100 Phone: (702) 614-1400 Fax: _____
 City Las Vegas State Nevada Zip 89119
 E-mail Address _____

APPLICANT Pardee Homes of Nevada Contact _____
 Address 650 White Drive Suite 100 Phone: (702) 614-1400 Fax: _____
 City Las Vegas State Nevada Zip 89119
 E-mail Address _____

REPRESENTATIVE Slater Hanifan Group Contact Chelsea Peltier
 Address 5740 S. Arville St # 216 Phone: (702) 284-5300 Fax: (702) 284-5399
 City Las Vegas State NV Zip 89118
 E-mail Address cpeltier@shg-inc.com

Property Owner Signature* Dan Hale

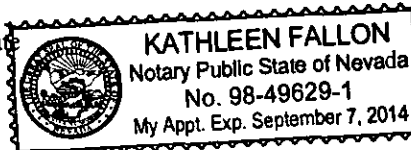
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Dan Hale

Subscribed and sworn before me

This 12 day of January, 20 11
Kathleen Fallon

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>VAR-40773</u>
Meeting Date:	<u>3-8-11</u>
Total Fee:	<u>830.00</u>
Date Received:*	<u>1-20-11</u>
Received By:	<u>J. F. [Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.
 JAN 25 2011
 f:\depot\Application Packet\Application Form.pdf



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40773** APN: 126-24-214-001 thru 198

Name of Property Owner: Pardee Homes of Nevada

Name of Applicant: Pardee Homes of Nevada

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

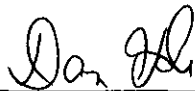
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

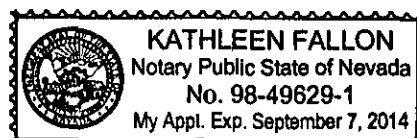
Signature of Property Owner: 

Print Name: Dan Hale

Subscribed and sworn before me

This 12 day of January, 2011


Notary Public in and for said County and State





3455 Cliff Shadows Parkway, Suite 220
Las Vegas, Nevada 89129
(702) 242-4949 ~ FAX: 242-0414

1/18/2011

Todd Steadham
Slater Hanifan Group
5740 South Arville Street
Suite 216
Las Vegas, NV 89118

VIA: E-mail (tsteadham@shg-inc.com) and Prolog Website

**RE: Providence Master Plan Community
Plotting Variance Request
POD: 301**

Dear Todd:

The Providence Design Review Committee (DRC) is in receipt of your letter dated January 18, 2010 requesting a waiver to allow a modified modification of the garage face setback on 81 lots to be 8' and modify the setbacks on lots 95 and 67.

The DRC agrees to grant these waivers.

If additional deviations are required they must be submitted to the DRC for review and approval. Should you have any questions, please do not hesitate to contact our office.

Unless specifically waived, all elements within Providence must comply with the terms and conditions of the Design Guidelines and other governing documents. The waiver granted herein applies only to the specific items as noted above, and does not constitute an approval of every specific element of the submittal, nor does it constitute a waiver of Providence's rights to enforce compliance with the Design Guidelines and other governing documents. Should an element of the submittal not comply with the Design Guidelines or other governing documents, and is not specifically waived, Providence reserves all of its rights with respect to enforcement of the terms and conditions of such documents as to the non-conforming element. All non-conforming elements must be specifically noted and a specific waiver must be submitted with respect thereto.

Sincerely,
Providence Design Review Committee

Calvin Champlin
Senior Vice President of Entitlements

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cc via email: Chris Dingell – Focus

Enclosures: (SHG letter dated 1/18/11)

Document in Prolog Manager 2007 R1

VAR-40773

PAR1004.001

January 18, 2011

Attn: Mike Howe
City of Las Vegas
Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

RE: Justification Letter for a Variance for Providence POD 301

Mr. Howe:

Slater Hanifan Group, on behalf of the applicant, Pardee Homes of Nevada, respectfully submits this justification letter in support of a Variance application for the subject development.

The Providence POD 301 (formerly Astoria Homes at Cliff's Edge POD 301) single family residential development has a total of 192 lots. The development is fully constructed in terms of roadways, utilities, and walls. The site is ready for construction of homes. Pardee Homes has purchased the 192 lots and proposes to use their housing product on these lots. The purpose of the variance request is to modify the setback criteria established in the Cliffs Edge Design Guidelines to accommodate the proposed product. Note that the latest edition of the Cliffs Edge Design Guidelines referenced in this application was adopted by the City of Las Vegas on August 5, 2009.

The site is located southwest of the intersection of Dorrell Lane and Shaumber Road within the Providence Master Planned Community (formerly known as the Cliff's Edge Master Planned Development). The site is approximately 20 gross acres. As mentioned above, the site was mapped for a total of 192 residential lots. The APNs for the 192 lots (which include six Common Elements) are: 126-24-214-001 thru 198.

The variance being requested addresses the modification of the garage face setback for the Conventional Mini-Lot criteria. The 82 lots for which this variance is requested are 1-15, 30-48, 67, 81-83, 93-106, 111-122, 133-142, and 149-156. The criteria (per VAR-26237) states that the garage face be less than 6 feet or greater than 18 feet. This request is to allow the garage face setback to be 8 feet or less, or 18 feet or greater. The additional front setback at the garage is needed for two reasons. The first reason is due to steep street slopes. The street slopes within this project are typically 3 percent to over 5+ percent in the west to east direction. These steep streets are not conducive to short driveways. The additional depth allows the driveway slope to be below the Cliffs Edge Design Guidelines maximum of 14 percent. The second reason is that of the geometry of the proposed house plans. Due to the irregular shape of the lot and the driveway location having been established, the typical minimum building footprint will only fit with the requested setback variance.

Thank you for considering these modifications to code and conditions to allow us to move forward with the completion of this project.

Please contact me at 284-5300 if you have any questions regarding these applications.

Sincerely,

Slater Hanifan Group, Inc.



Todd Steadham, P.E.
Associate

Cc:

Dan Hale, Pardee Homes

Matt Key, SHG

Chelsea Peltier, SHG

Jennifer Lazovich, KCRG

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JAN 20 2011

From: Donna Stone — Ch 3-2808

= Chuck Curtis
Hazel Gotzinger
Deb. Pitts

BUSINESS LICENSE

City of Las Vegas • Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: C11-09712-B-057052

DATE ISSUED: 03/25/08

TYPE OF LICENSE: GENERAL CONTRACTOR

BUSINESS LOCATION: 650 WHITE DR 100

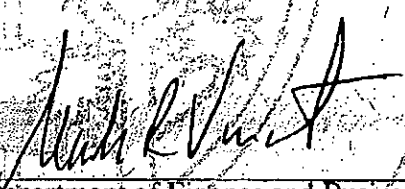
ISSUE TO: PARDEE HOMES OF NEVADA

DBA:
PARDEE HOMES
650 WHITE DR 100
LAS VEGAS NV 89119

PF

PRINCIPAL(S)

PARDEE HOMES, SHAREHOLDE
ANDREWS, KLEIF, MANAGER
DOLIM, ANTHONY-P, SECRETARY


Director, Department of Finance and Business Services

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JAN 20 2011

Failure to maintain any required state license renders this Business License invalid.

Post in a conspicuous place.



BUSINESS LICENSE

City of Las Vegas • Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW:

LICENSE #: Q06-00048-0-114733

DATE ISSUED: 11/14/03

TYPE OF LICENSE: ENGINEERING FIRM

BUSINESS LOCATION: 5740 ARVILLE ST 216

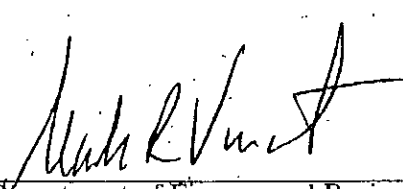
ISSUE TO:

SLATER HANIFAN GROUP
5740 S ARVILLE ST STE 216
LAS VEGAS NV 89118

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PRINCIPAL(S)

HANIFAN, KENNETH M, PRES
SLATER, JERRY J, VICE PRES


Director, Department of Finance and Business Services

Post in a conspicuous place.



UNANIMOUS ACTION OF THE BOARD OF DIRECTORS
OF
PARDEE HOMES OF NEVADA,
a Nevada corporation,
TAKEN WITHOUT A MEETING

The undersigned two (2) Directors, constituting all of the members of the Board of Directors of Pardee Homes of Nevada, a Nevada corporation, (the "Corporation"), acting as of June 21, 2005, without a meeting in accordance with Article III, Section 7 of the Corporation's By-Laws, hereby resolve as follows:

RESOLVED, that Klif D. Andrews, Vice President, acting alone, is hereby authorized, for and on behalf of this Corporation, to sign all manner of documentation pertaining to the acquisition, development, management and sale of real property, including, but not limited to, deeds, leases, recordable memoranda of agreements, escrow instructions, school mitigation agreements, cost sharing/reimbursement agreements, memoranda of understanding, purchase-and-sale agreements, development agreements, agency permits, maps, development applications, tolling agreements, and consultant contracts related to any of the foregoing (collectively, "Development Documentation") under which an obligation or series of obligations in an aggregate of not more than Five Hundred Thousand Dollars (\$500,000.00), net of interest and penalty fees, (a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that any two (2) officers of the Corporation from among the Corporation's President, Executive Vice Presidents, Senior Vice Presidents, and Vice Presidents, are hereby authorized, for and on behalf of this Corporation, to sign Development Documentation under which any obligation or series of obligations in an aggregate of not more than Ten Million Dollars (\$10,000,000.00), net of interest and penalty fees, (a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that any two (2) officers of the Corporation from among the Corporation's President, Executive Vice Presidents, Senior Vice Presidents and Klif D. Andrews (Vice President), are hereby authorized, for and on behalf of this Corporation, to sign Development Documentation under which any obligation or series of obligations in an aggregate of more than Ten Million Dollars (\$10,000,000.00), net of interest and penalty fees, ("a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that either Dan Hale (Director of Community Development) or Jim Rizzi (Director of Community Development), acting alone, is hereby authorized, for and on behalf of this Corporation, to sign all manner of Development Documentation under which an obligation or series of obligations in an aggregate of not more than Two Hundred Fifty Thousand Dollars (\$250,000.00), net of interest and penalty fees, ("the "Ceiling") is created, renewed, extended or otherwise modified;

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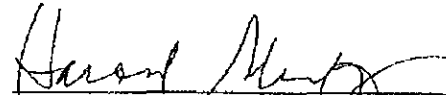
FURTHER RESOLVED, that a Ceiling shall not be deemed to pertain to any Development Documentation that merely implements a financial obligation, rather than creates, renews, extends or otherwise modifies a financial obligation, and that a Ceiling may not be circumvented by separating any one transaction into more than one transaction;

FURTHER RESOLVED, that no authorization granted hereinabove may be exercised after September 30, 2006; and

FURTHER RESOLVED, that the signing powers of Klif D. Andrews (Vice President) and Dan Hale (Project Manager), as provided in those Unanimous Actions of the Board of Directors of the Corporation, acting as of October 22, 2004, are deemed superseded hereby.

The undersigned hereby consent to the foregoing Resolutions and direct that the Secretary of this Corporation file these Unanimous Actions of the Board of Directors, including this consent, with the Minutes of the proceedings of this Board of Directors and that said Resolutions shall have the same force and effect as if adopted at a regularly called and noticed meeting of the Board of Directors at which all of the undersigned were personally present.


Michael V. McGee, Director


Harold Struck, Jr., Director

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Inst #: 200912220001615

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$19584.00 Ex: #

12/22/2009 09:46:38 AM

Receipt #: 169736

Requestor:

STEWART LAS VEGAS SUNSET

Recorded By: JFK Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 126-24-214-001 through 198, inclusive

Recorded at the Request of:
Stewart Title of Nevada- Las Vegas Division
376 E. Warm Springs Road #190
Las Vegas, Nevada 89119

When recorded Mail this document
and Tax Statements to:

HDF Financial I LLC
c/o Housing Capital Company
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626
Attn: Denise Hatch

ORDER NO. 1021825-B-FCL

TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made this 14th day of December, 2009 by STEWART TITLE OF NEVADA HOLDINGS, INC, a Nevada Corporation, dba Stewart Title of Nevada-Las Vegas Division as duly-appointed Trustee as hereinafter stated, and hereinafter referred to as trustee ("Trustee") in favor of HOF Financial I, LLC, a Delaware limited liability company, herein referred to as grantee ("Grantee").

WITNESSETH:

WHEREAS, Astoria CE 307, LLC, a Nevada limited liability company ("Trustor") by Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 25, 2007 and recorded in the Official Records of Clark County, Nevada (the "Official Records") on August 13, 2007, in Book No. 20070813, as Document No. 000691 and modified by that certain Modification of Deed of Trust dated as of May 15, 2008 and recorded in the Official Records on May 23, 2008 in Book No. 20080523, as Document No. 0004248 (as modified and amended, the "Deed of Trust"), did grant and convey to the original trustee, upon the trusts therein expressed, the real property, personal property and fixtures hereinafter described, among other uses and purposes to secure, among other obligations, the payment of: (i) a Promissory Note Secured by Deed of Trust, dated as of March 10, 2005, payable by Trustor to Housing Capital Company, a Minnesota partnership in the original principal amount of \$8,300,000.00; (ii) a Promissory Note Secured by Deed of Trust, dated as of August 13, 2007, payable by Trustor to Housing Capital Company, a Minnesota partnership in the original principal amount of \$16,015,000.00; and (iii) a Promissory Note Secured by Deed of Trust, dated as of May 15, 2008, payable by THOMAS H. MCCORMICK, IV and CRISTEN J. MCCORMICK, as Trustees of the T & C MCCORMICK FAMILY TRUST dated January 22, 2003 to Housing Capital Company, a Minnesota partnership in the original principal amount of \$4,650,000.00 (collectively, the "Notes"), each with interest and fees as therein provided, according to the terms thereof, and other sums

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of money advanced, with interest thereon and other obligations, to which reference is hereby made; and

WHEREAS, the beneficial interest in the Deed of Trust was assigned by Housing Capital Company, a Minnesota partnership ("Original Lender") to Grantee pursuant to that certain Assignment of Deed of Trust, dated as of December 7, 2009 and recorded in the Official Records on December 8, 2009 in Book No. 20091208, as Document No. 0003031; and

WHEREAS, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Default and Election to Sell Under Deed of Trust hereinafter referred to, to which reference is hereby made; and

WHEREAS, on August 17, 2009, Original Lender, predecessor-in-interest to Grantee, as beneficiary and holder of the Notes did execute and deliver to Trustee, a Notice of such breach and default and election to cause the Trustee to sell said property to satisfy the obligations secured by said Deed of Trust, which Notice was recorded August 19, 2009 in Book 20090819, as Document No. 0003499 in the Official Records; and

WHEREAS, the Trustee in consequence of said election, declaration of default and demand for sale, and in compliance with said Deed of Trust and with the statutes for such cases made and provided, made and published once a week for three consecutive weeks before the date of sale therein fixed, in Clark County, Nevada in which the premises to be sold is situated, a Notice of Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would, under the provisions of said Deed of Trust, sell the property therein, and herein described at public auction to the highest bidder for cash, lawful money of the United States of America, on December 14, 2009 at the hour of 10:00 a.m., at the front entrance of the office of the Nevada Legal News, 930 So. Fourth Street, Las Vegas, Nevada 89101.

WHEREAS, three true and correct copies of said Notice were posted in three public places in the County of Clark, State of Nevada, where said sale was noticed to take place and where the property is to be sold and three like notices were posted within the City or Township wherein the property to be sold is located for not less than twenty days before the date of said therein fixed; and

WHEREAS, copies of said notice were mailed by certified mail to the Trustor and/or successors in interest and other parties in accordance with the terms of the Deed of Trust and the applicable statutory provisions of the State of Nevada; and

WHEREAS, compliance having been made with all the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all statutes and with the Soldier's and Sailors Relief Act of 1940, said Trustee, at the time and place aforesaid, did then and there at public auction sell the property hereinafter described to the Grantee for the sum of \$3,840,000.00 said Grantee being the highest bidder therefor.

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JAN 23 2011

NOW THEREFORE, Trustee in consideration of the premises recited and the sum above mentioned bid and paid by the Grantee, receipt of which is hereby acknowledged, and by virtue of these premises, does hereby grant and convey, but without covenant or warranty, express or implied as to title or possession, unto Grantee, all that certain real property situate in the County of Clark, State of Nevada, described as follows:

Parcel A:

Lot 301 in Block 9 of CLIFFS EDGE PARENT (a common interest community) as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.

(Now known as: All that land lying with the exterior boundaries of Final Map of Astoria Homes at Cliff's Edge POD 301, (a common interest community) as shown by map thereof on file in Book 139 of Plats, Page 70, in the office of the County Recorder of Clark County, Nevada.

Excepting therefrom Common Element Lot "Y" of Cliff's Edge Parent, as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.)

Parcel B:

Non-exclusive easements for vehicular and pedestrian traffic, as provided for and subject to the terms and conditions as set forth in that certain "Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cliffs Edge (a Nevada Master Planned Community)", recorded October 15, 2003 in Book 20031015 as Document No. 02964, as Amended and Restated by that instrument recorded June 22, 2004 in Book 20040622 as Document No. 03301, of Official Records.

TOGETHER WITH, the improvements, fixtures and personal property located thereon or otherwise described in the Deed of Trust and all and singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

TOGETHER WITH, all appurtenances in which Trustor has any interest, including any water rights benefiting said realty.

[Signature and notary page follows.]

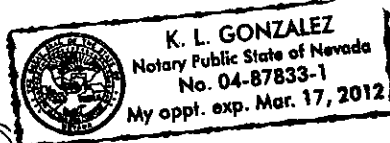
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JAN 23 2011

IN WITNESS WHEREOF, the said Stewart Title of Nevada Holdings, Inc , a Nevada Corporation dba Stewart Title of Nevada-Las Vegas Division, as Trustee, has this day caused its corporation name to be hereunto affixed by its Vice President thereunto duly authorized by resolution of it's board of directors.

STEWART TITLE OF NEVADA HOLDINGS, INC dba Stewart Title of Nevada- Las Vegas
Division,
As Trustee

BY: MARY ROGERS HUNT
Authorized Agent

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This instrument was acknowledged before me, a notary public on December 14, 2009 by Mary Rogers Hunt, as Authorized Agent of Stewart Title of Nevada Holdings, Inc

~~NOTARY PUBLIC~~

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STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 124-26-410-002
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property \$ 3,840,000.00
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$ 3,840,000.00
d. Real Property Transfer Tax Due \$ 19,584.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
Signature _____ Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Stewart Title of Nevada Holdings
Address: 376 E. Warm Springs Road #190
City: Las Vegas
State: Nevada Zip: 89119

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: HOF Financial I. LLC
Address: 3200 Bristol Street, Suite 800
City: Costa Mesa
State: CA Zip: 92626

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Stewart Title of Nevada Holdings Escrow #: 1021825-B-FCL
Address: 376 E. Warm Springs Road #190
City: Las Vegas State: NV Zip: 89119

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract"), is made and entered into by and between HOF Financial I, LLC, a Delaware limited liability company ("Seller"), and Pardee Homes of Nevada, a Nevada corporation ("Purchaser"; sometimes collectively referred to herein as the "Parties," or singularly as a "Party").

I. SALE AND PURCHASE OF PROPERTY.

1.01 Agreement of Sale and Purchase. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and of the premises, undertakings, and mutual covenants of the Parties set forth herein, Seller hereby agrees to sell and convey unto Purchaser, and Purchaser hereby agrees to purchase and take from Seller, one hundred ninety-two (192) single-family lots of land, including improvements located thereon (the "Lots"), situated in the Astoria at Cliffs Edge subdivision (the "Subdivision"), in the Providence Master Planned Community, City of Las Vegas (the "City"), Clark County (the "County"), Nevada, said Lots being more particularly described on Exhibit A attached hereto, together with all improvements thereon and all and singular the rights, interests, credits, entitlements and appurtenances pertaining thereto (all of such real property, rights, interests, credits, entitlements and appurtenances being hereinafter referred to collectively as the "Property"), subject to the terms and conditions contained herein. The Lots are further illustrated on the final map of Astoria Homes at Cliff's Edge Pod 301 on file in Book 139 of Plats, Page 70, in the Office of the County Recorder, Clark County, Nevada (the "Final Map"), a copy of which is attached hereto as Exhibit B.

1.02 Purchase Price. Subject to the terms and conditions of this Contract, Seller shall sell, and Purchaser shall purchase, the Lots for the following amounts (the "Basic Price"):

- (a) Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00) per Lot taken down pursuant to this Contract in the first Takedown Period (defined below) hereunder at the Initial Closing (defined below); and
- (b) Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00) per Lot taken down pursuant to this Contract in the second Takedown Period hereunder at the Second Closing (defined below); and
- (c) Thirty-One Thousand Five Hundred and 00/100 Dollars (\$31,500.00) per Lot taken down pursuant to this Contract in the third Takedown Period hereunder at the Third Closing (defined below);
- (d) Thirty-Five Thousand Five Hundred and 00/100 Dollars (\$35,500.00) per Lot taken down pursuant to this Contract in the

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fourth Takedown Period hereunder at the Fourth Closing (defined below); and

- (e) Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$39,500.00) per Lot taken down pursuant to this Contract in the fifth Takedown Period hereunder at the Fifth Closing (defined below).

1.03 **No Partnership.** Purchaser and Seller are independent contractors, and neither Party shall be, nor represent itself to be, the joint venturer, partner, broker, employee or servant of the other Party for any purpose. Neither Party shall be responsible for the acts or omissions of the other, and neither Party shall bear authority to make any representation or incur any obligation on behalf of the other Party unless expressly authorized herein.

1.04 **Initial Deposit and Option Price; Additional Deposit.**

(a) In consideration for the right to purchase the Lots granted herein by Seller to Purchaser, Purchaser shall, within three (3) business days after the date hereof, deposit with First American Title Company, 2490 Paseo Verde Pkwy., Suite 100, Las Vegas, NV 89074, Attn: Michele Seibold (the "Title Company") the sum of One Hundred and 00/100 Dollars (\$100.00) in cash (the "Option Price"). Upon its receipt of the Option Price, the Title Company shall deliver the Option Price to Seller. The Option Price shall be, under all circumstances, nonrefundable to Purchaser. Furthermore, Purchaser shall, within three (3) business days after the Effective Date (as defined below), deposit with the Title Company the sum of Sixty-Six Thousand and 00/100 Dollars (\$66,000.00) (the "Initial Deposit"). The Initial Deposit shall be in the form of a company check or wire transfer to be deposited into an interest-bearing escrow account ("Escrow") for the benefit of Purchaser. The Initial Deposit shall remain in Escrow unless and until it is refunded to Purchaser hereunder, or released to Seller as provided herein. The Initial Deposit shall remain refundable to Purchaser and Seller shall have no claim thereon, until Purchaser delivers its "Notice of Suitability" within the "Feasibility Period," as provided in Section 2.03(c) below. The Initial Deposit shall be disbursed by Title Company to Seller within two (2) business days after Purchaser has delivered the Notice of Suitability.

SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT TITLE COMPANY IS AUTHORIZED AND DIRECTED BY THIS CONTRACT TO PAY THE INITIAL DEPOSIT TO SELLER IN ACCORDANCE WITH THE FOREGOING PROVISION WITHOUT FURTHER INSTRUCTION FROM PURCHASER. PURCHASER AND SELLER ADDITIONALLY AGREE THAT TITLE COMPANY'S RELEASE OF THE INITIAL DEPOSIT PRIOR TO THE INITIAL CLOSING WILL NOT CAUSE TITLE COMPANY TO BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE WHICH EITHER PURCHASER OR SELLER MAY SUSTAIN BY REASON OF MAKING THE PAYMENT REFERRED TO HEREIN, NOR FOR FAILURE

OF ANY OF THE CONDITIONS OF ESCROW, NOR FOR THE RECOVERY
OF SAID FUNDS FOR ANY REASON WHATSOEVER.

Seller's Initials: MD

Purchaser's Initials: _____

From and after the last day of the Feasibility Period the Initial Deposit shall only be refundable to Purchaser upon a default of Seller or in the event of a failure of any of the conditions precedent described in Article X below or elsewhere in this Contract.

(b) If Purchaser fails to deposit the Initial Deposit as required herein, then either party may terminate this Contract by written notice to the other at any time prior to the deposit of the Initial Deposit. If this Contract is so terminated, this Contract shall be deemed to have terminated as of the date that the Initial Deposit was originally to have been deposited by Purchaser, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Contract.

(c) Should Purchaser complete the Second Closing, Purchaser shall, within three (3) business days of the Second Closing, deposit with the Title Company the additional sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Additional Deposit"). The Additional Deposit shall be applied as a credit against the Basic Price payable at the Third Closing and the Fourth Closing in accordance with the provisions of Section 3.04(a) hereof. If, however, this Contract is terminated after the deposit of the Additional Deposit but prior to the Third Closing and/or the Fourth Closing, then the Additional Deposit (or any portion thereof then remaining in Escrow) shall be delivered to Seller or returned to Purchaser by the Title Company, as elsewhere provided herein. If Purchaser fails to deposit the Additional Deposit as required herein, then Seller may elect to terminate this Contract by written notice to Purchaser at any time prior to the deposit of the Additional Deposit. If this Contract is so terminated, this Contract shall be deemed to have terminated as of the date that the Additional Deposit was originally to have been deposited by Purchaser.

II. SURVEY, TITLE COMMITMENT AND FEASIBILITY PERIOD.

2.01 Survey. Within three (3) business days after the Effective Date (defined below), Seller shall use commercially reasonable efforts to deliver to Purchaser a copy of any current surveys (the "Survey") of the Property that the Seller presently possesses or controls.

2.02 Title Commitment. Within five (5) days from the Effective Date, Seller shall cooperate with Purchaser to cause the Title Company to furnish to Purchaser a title commitment (the "Title Commitment") for the issuance of an ALTA Owner's Extended Coverage Policy of Title Insurance covering the Lots in an amount equal to the total Purchase Price (as defined in Section 3.02 below), issued by the Title Company together with certified copies of all instruments (the "Title Instruments") reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Lots. The Title Commitment will show the Seller to be owner of good and indefeasible fee simple title and will contain the "standard

OF ANY OF THE CONDITIONS OF ESCROW, NOR FOR THE RECOVERY
OF SAID FUNDS FOR ANY REASON WHATSOEVER.

Seller's Initials: _____

Purchaser's Initials: JEL, APD

From and after the last day of the Feasibility Period the Initial Deposit shall only be refundable to Purchaser upon a default of Seller or in the event of a failure of any of the conditions precedent described in Article X below or elsewhere in this Contract.

(b) If Purchaser fails to deposit the Initial Deposit as required herein, then either party may terminate this Contract by written notice to the other at any time prior to the deposit of the Initial Deposit. If this Contract is so terminated, this Contract shall be deemed to have terminated as of the date that the Initial Deposit was originally to have been deposited by Purchaser, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Contract.

(c) Should Purchaser complete the Second Closing, Purchaser shall, within three (3) business days of the Second Closing, deposit with the Title Company the additional sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Additional Deposit"). The Additional Deposit shall be applied as a credit against the Basic Price payable at the Third Closing and the Fourth Closing in accordance with the provisions of Section 3.04(a) hereof. If, however, this Contract is terminated after the deposit of the Additional Deposit but prior to the Third Closing and/or the Fourth Closing, then the Additional Deposit (or any portion thereof then remaining in Escrow) shall be delivered to Seller or returned to Purchaser by the Title Company, as elsewhere provided herein. If Purchaser fails to deposit the Additional Deposit as required herein, then Seller may elect to terminate this Contract by written notice to Purchaser at any time prior to the deposit of the Additional Deposit. If this Contract is so terminated, this Contract shall be deemed to have terminated as of the date that the Additional Deposit was originally to have been deposited by Purchaser.

II. SURVEY, TITLE COMMITMENT AND FEASIBILITY PERIOD.

2.01 Survey. Within three (3) business days after the Effective Date (defined below), Seller shall use commercially reasonable efforts to deliver to Purchaser a copy of any current surveys (the "Survey") of the Property that the Seller presently possesses or controls.

2.02 Title Commitment. Within five (5) days from the Effective Date, Seller shall cooperate with Purchaser to cause the Title Company to furnish to Purchaser a title commitment (the "Title Commitment") for the issuance of an ALTA Owner's Extended Coverage Policy of Title Insurance covering the Lots in an amount equal to the total Purchase Price (as defined in Section 3.02 below), issued by the Title Company together with certified copies of all instruments (the "Title Instruments") reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Lots. The Title Commitment will show the Seller to be owner of good and indefeasible fee simple title and will contain the "standard

printed exceptions". Purchaser shall have fifteen (15) days (the "Review Period") after receipt of the Survey, if available, the Title Commitment, and the Title Instruments in which to examine same and notify Seller in writing of objection to same. Purchaser need not object to monetary liens or encumbrances affecting the Property, including, without limitation, the lien of any deed of trust, all of which will be satisfied or removed by Seller at or prior to Closing. Upon the expiration of the Review Period, Purchaser shall be deemed to have accepted all exceptions to title to the Lots as shown on the Title Commitment, except for matters for which notification permitted herein has been given by Purchaser. In the event of notification to Seller of objections by Purchaser, Seller shall in good faith undertake to eliminate or modify such objectionable items to the reasonable satisfaction of Purchaser within ten (10) days (the "Cure Period"), after receipt of such notice of objections. In the event Seller has not cured, or is unable to cure, objections of Purchaser within the Cure Period, Purchaser may, at its option, and as Purchaser's sole remedy, terminate this Contract by written notice to Seller at any time subsequent to the Cure Period, in which case the Initial Deposit then on deposit shall be immediately returned to Purchaser by the Title Company. Any exceptions accepted by Purchaser or not timely objected to as aforesaid shall be hereafter collectively referred to as "Permitted Encumbrances". Possession shall be delivered at the Closings of the respective Lot(s) free and clear of all matters, except the Permitted Encumbrances.

2.03 **Feasibility Period.** For a period of thirty (30) days after the Effective Date of this Contract ("Feasibility Period") Purchaser shall have the right of investigation and inspection of the Property to determine, in Purchaser's sole and absolute discretion, whether or not the Property is acceptable to Purchaser and suitable for Purchaser's intended use.

(a) **Engineering and Feasibility Study.** During the Feasibility Period, Purchaser, at its expense, may conduct engineering, environmental and feasibility studies of the Property (including, without limitation, traffic, utilities, drainage, geotechnical, soils, environmental, architectural, historical, marketing, engineering, and financial investigations, tests, and studies) to determine whether or not the Property is suitable to Purchaser in Purchaser's sole and absolute discretion. Purchaser and Purchaser's employees and agents shall have the right of access to the Property from and after the Effective Date and prior to Closing for the purpose of conducting such investigations and inspections, and Purchaser shall have the right to conduct tests of the soils and obtain core samples. Purchaser agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting directly from the acts of Purchaser, Purchaser's agents, contractors, subcontractors and/or the contractors or subcontractors of such agents on the Property in connection with the performance of any investigation or other activities upon the Property contemplated herein. Purchaser agrees to pay promptly all costs associated with its inspection of the Property and to not permit any lien or encumbrance to be asserted against the Property. Purchaser shall, at its expense, restore any damage to the Property directly caused by the conduct of any such inspection.

(b) **Seller Materials.** If in Seller's possession or control, Seller shall, within three (3) business days after the Effective Date, provide access to or copies of all documents and information regarding (i) all tax bills and notices of appraised value relating to the Property, including, without limitation, real property, personal property, and special

assessment notices and property valuation statements for the current year and three (3) prior years; (ii) the soils and geological condition of the Property, including, without limitation, all engineering and soil tests and reports, hydrology studies, and hydraulic analyses; (iii) the availability and status of utilities, including, without limitation, water or other utility contracts or will-serve letters; (iv) preliminary plans or maps, including, without limitation, all permits, zoning approvals, minutes of hearings, correspondence, instructions, improvement agreements, conditions of approval; (v) environmental issues (including, without limitation, any Phase I assessments, bird letters, bug letters or cave letters); (vi) any prior land or title surveys, topographical surveys, and tree surveys; (vii) status of title; (viii) all HTE numbers for improvements for the Subdivision; (ix) the Submission Items referred to in Section 4.01(a) below; and (x) other issues related to the Property which would affect Purchaser's ability to build homes on the Property. Seller agrees to execute any and all documents that might be required in order to obtain any governmental authorization or consent with respect to the above described matters.

(c) Notice of Suitability. In the event that the feasibility study indicates, in Purchaser's sole judgment and discretion, that the Property is suitable to Purchaser, Purchaser shall send written notice (the "Notice of Suitability") to Seller on or before that date which is thirty (30) days after the Effective Date (*i.e.*, the last day of the Feasibility Period). Notwithstanding anything contained herein to the contrary, the Notice of Suitability shall not be effective unless such Notice of Suitability shall have been signed by any one of the officers of Purchaser or by one of Purchaser's attorneys at Sandler and Rosen, LLP. This Contract shall automatically terminate if Purchaser (i) sends written notice of termination on or before the last day of the Feasibility Period or (ii) fails to send Seller the Notice of Suitability on or before the last day of the Feasibility Period. In the event of such automatic termination, the Initial Deposit will be returned to Purchaser (except for the \$100.00 Option Price) and the parties shall have no further obligation to each other.

2.04 Bonds for Improvements. Seller and/or certain prior owners of the Property have posted certain subdivision bonds (performance/materials) (collectively, "Existing Bonds") and provided certain agreements and/or indemnities in connection therewith to secure obligations related to the construction of in-tract and off-site improvements for the Property, which agreements are described on Exhibit K attached hereto ("Subdivision Agreements"). Seller agrees to cause the improvement work under the Subdivision Agreements to be completed and the Existing Bonds exonerated no later than the Initial Closing, and Purchaser agrees to reimburse Seller for one-half the cost of such work at the Initial Closing ("Improvement Reimbursement Amount"). The contract for the completion of the improvement work under the Subdivision Agreements for the exoneration of the Existing Bonds ("Subdivision Improvement Contract") shall be subject to Purchaser's reasonable approval prior to or during the Feasibility Period.

III. PROVISIONS WITH RESPECT TO CLOSINGS.

3.01 Closings.

(a) Closing Dates. The first Closing of the purchase and sale of Lots (the "Initial Closing"), shall take place on or before March 31, 2011. Such date is herein referred to as the "Initial Closing Date." The Closing of each Lot shall take place in the offices of the Title Company. Notwithstanding the foregoing or the provisions of 3.02(a), if the Initial Closing Date, or any other date upon which a Closing is required to take place (such other date being referred to herein as the "Closing Date(s)"), falls on a Friday, Saturday, Sunday, or Monday, then the Initial Closing Date or such other Closing Dates shall be automatically extended to the next following Tuesday. Purchaser shall have the right to extend the Initial Closing Date to a date no later than June 30, 2011 (as extended, the "Extended Initial Closing Date") upon written notice to Seller given no later than March 15, 2011. Within one (1) business day after giving such written notice to Seller, Purchaser shall deposit into Escrow the sum of Forty Thousand Dollars (\$40,000), which shall be applicable to the Purchase Price payable by Purchaser at the Initial Closing (the "Extended Initial Closing Deposit") and shall constitute liquidated damages upon Purchaser's default as provided in Section 5.01 below.

(b) Takedown Schedule. During the Feasibility Period, Seller and Purchaser shall agree upon the Lots to be purchased at each takedown and shall attach the same as Exhibit C (the "Takedown Schedule"). If Purchaser and Seller cannot agree to the Takedown Schedule by the end of the Feasibility Period, then either party may terminate this Contract by giving written notice thereof to the other before such time as the Parties agree to such Takedown Schedule, in which event the Initial Deposit then held by Title Company will be returned to Purchaser (except for the Option Price, and except for one half (1/2) of the escrow termination fees) and the Parties shall have no further obligation to each other, except for any indemnities or other obligations that expressly survive the termination of this Contract.

3.02 Purchaser's Obligations.

(a) Purchaser shall purchase from Seller at the Initial Closing twenty-four (24) Lots. At its sole and absolute discretion, Purchaser may elect to take down additional Lots over a period of time (the "Takedown Period") in the manner set forth below. The Initial Closing and the Closing of any additional Lots during the Takedown Period are referred to herein individually as a "Closing" and collectively as the "Closings" and shall take place in the offices of the Title Company. The "Purchase Price" for each Closing shall be the product of the Basic Price times the number of Lots taken down at that particular time. The Lots to be included in the Initial Closing shall be identified in the Takedown Schedule and shall consist of not less than twenty-four (24) Lots.

(b) On the first (1st) day of the month of January, 2012 ("Second Closing"), and on the first (1st) day of the month of July, 2012 ("Third Closing"), and on the first (1st) day of the month of July, 2013 ("Fourth Closing") and on the first (1st) day of the month of July, 2014 ("Fifth Closing") (each of which days shall be a Closing Date), if Purchaser elects, Purchaser may purchase at least twenty-four (24) Lots at the Second Closing, at least forty-eight (48) Lots at the Third Closing, at least forty-eight (48) Lots at the Fourth Closing, and at least forty-eight (48) Lots at the Fifth Closing (the "Minimum Takedown Obligations") in the sequence agreed upon by the Parties in the Takedown Schedule. So long as Purchaser satisfies

the Minimum Takedown Obligations in the Takedown Schedule, Purchaser shall have the right to take down all one hundred ninety -two (192) Lots.

(c) Any Lots purchased by Purchaser in addition to the number of Lots required to be purchased pursuant to Section 3.02(b) shall count as a credit toward Purchaser's Minimum Takedown Obligations at the next Takedown.

(d) In accordance with the provisions of Section 17.4 hereof and Section 3.02(e) below, Purchaser shall have the right to acquire the Common Area (as defined in Section 17.4) in such order as Purchaser may elect for no additional consideration, except that Purchaser shall be solely responsible for, and shall pay upon demand, all costs associated with the transfer of the Common Area, including, without limitation, all title insurance premiums and transfer taxes. Should Purchaser fail to satisfy the Minimum Takedown Obligations within the time specified herein, subject to the notice and cure provisions in Article VII, which Seller and Purchaser hereby acknowledge apply to all of the Closings applicable to the Minimum Takedown Obligations, for any reason except default hereunder by Seller, Seller shall, as Seller's sole and exclusive remedy hereunder, have the right to terminate this Contract and to retain the Initial Deposit, Extended Initial Closing Deposit and/or Additional Deposit (as may be applicable) then on deposit with Title Company as liquidated damages pursuant to the provisions of Section 5.01 hereof. The Parties agree that Seller may not enforce specific performance and waives any and all other remedies which might be available at law or equity upon any such default by Purchaser, including, without limitation, any right to claim actual damages, except for Seller's right to terminate this Contract and receive and retain the Initial Deposit, Extended Initial Closing Deposit and/or Additional Deposit (as may be applicable) as liquidated damages for such default and not as a penalty but Seller specifically reserves the right to recover damages from Purchaser for any breach by Purchaser of its obligations under Section 2.03(a), Article VI, Article X, and/or Section 17.6, to the extent reserved in Section 5.01 hereof. In the event this Contract is terminated prior to Purchaser's purchase of all of the Lots, following Purchaser's request therefor, Seller shall convey to Purchaser (for transfer to the Homeowner's Association) the common area lots which are necessary for access to, development and sale of the Lots purchased by Purchaser.

3.03 **Seller's Obligations At Closing.** At each Closing, Seller shall do the following:

(a) Execute and deliver to Title Company a Grant, Bargain, Sale Deed (the "Deed"), duly executed and acknowledged, conveying to Purchaser good and indefeasible fee simple title to all of the Lots purchased at such Closing, free and clear of all liens, claims, and encumbrances, except the Permitted Encumbrances;

(b) Deliver tax certificates or other evidence that all ad valorem or other taxes for the Lots have been paid for the years prior to the year of the Closing, and pay or escrow with the Title Company all taxes for the Lots for the current year up to the date of Closing;

(c) Deliver possession of the Lots purchased at such Closing to Purchaser;

(d) Pay Seller's closing costs as hereinafter specified;

(e) Cooperate with Purchaser to cause the Title Company to issue the Title Policy in the amount of the Purchase Price for the Lots purchased at such Closing, insuring fee simple, good and indefeasible title to such Lots and right of access thereto in Purchaser, containing no exceptions other than the Permitted Encumbrances;

(f) Execute and deliver to Title Company an Assignment substantially in the form attached as Exhibit D, assigning to Purchaser any and all of Seller's rights, to the extent possible, as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, including without limitation, any warranties or other contractual rights or claims;

(g) Deliver to Title Company a Partial Assignment (as defined in Section 17.2 below) duly executed and acknowledged in counterpart by Seller with respect to the Lots purchased at such Closing; and

(h) Provide evidence reasonably satisfactory to Purchaser and Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so.

3.04 **Purchaser's Obligations At Closing.** At each Closing, Purchaser shall do the following:

(a) No later than 12:00 p.m., Las Vegas, Nevada time on the Closing Date, pay immediately available cash funds in the amount of the applicable Purchase Price, in accordance with this Contract; provided, however that at the Initial Closing Purchaser shall additionally pay the Improvement Reimbursement Amount (as defined in Section 2.04). The Initial Deposit and the Extended Initial Closing Deposit (as may be applicable) shall be applied as a credit to the amount of the Purchase Price payable by Purchaser at the Initial Closing. Furthermore, a portion of the Additional Deposit equal to fifty percent (50%) of the total Additional Deposit shall be applied as a credit to the amount of the Purchase Price payable by Purchaser at the Third Closing and the remaining portion of the Additional Deposit equal to fifty percent (50%) of the total Additional Deposit shall be applied as a credit to the amount of the Purchase Price payable by Purchaser at the Fourth Closing.

(b) Deliver to Title Company a Partial Assignment (as defined in Section 17.2 below) duly executed and acknowledged in counterpart by Purchaser with respect to the Lots purchased at such Closing.

(c) Provide evidence satisfactory to Seller and Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so.

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3.05 Closing Costs.

(a) Seller shall pay the following costs and expenses in connection with each Closing: (i) one-half (½) of the real property transfer taxes; (ii) Seller's portion of the prorated taxes and fees and any assessments (as provided below); (iii) Seller's own attorney's fees; (iv) one half (1/2) of the cost of recording the Deed(s); (v) one-half (½) of the Title Company escrow fees; (vi) the cost of a standard coverage ALTA owner's title policy in the amount of the total Purchase Price due at the Closing; and (vii) the cost of tax certificates mentioned above.

(b) Purchaser shall pay the following costs and expenses in connection with each Closing: (i) one-half (½) of the real property transfer taxes; (ii) Purchaser's own attorney's fees; (iii) Purchaser's portion of the prorated taxes and fees (as provided below); (iv) one-half (½) of the cost of recording the Deed(s); (v) one-half (½) of the Title Company escrow fees; (vi) the additional cost of the ALTA extended coverage policy in excess of the cost of a standard coverage owner's title policy in the amount of the total Purchase Price due at the Closing; and (vii) all costs of any title endorsements requested by Purchaser.

3.06 Prorations. Current ad valorem taxes shall be prorated on each Lot as of the date of Closing of each Lot based on the current valuation of such Lot without giving effect to any exemptions. Seller shall be responsible for, and shall pay, any roll-back taxes attributable to the Lots having been assessed at special use valuations. Seller shall cause any rollback taxes to be assessed and paid in full prior to the Initial Closing. Should Seller fail to do so, Seller's covenant to pay roll-back taxes shall survive each Closing under this Contract and shall escrow for such rollbacks as set forth below. All homeowners association dues or other similar dues and assessments shall be prorated as of the date of Closing (regardless of whether such dues or assessments are due or whether or not they are paid monthly, quarterly, annually, or on some other periodic basis). Seller shall pay all special taxes or assessments approved and/or assessed prior to Closing, including, without limitation, any special taxes or assessments which have been deferred or are otherwise on any extended repayment plan. Seller shall provide for payment of all rollback taxes (if not paid in full prior to Initial Closing) and special assessments which are due, owing and unpaid as of the date of this Contract by escrowing with the Title Company one hundred ten percent (110%) of the amount of the estimated assessment. If the Property or the Lots to be closed at a particular Closing are taxed as a part of a larger parcel, Seller shall, at Closing, deposit in escrow with the Title Company sufficient funds to pay all of the taxes for the current period and any prior periods on the larger tax parcel. If such is the case, Purchaser's pro rata share of the taxes from such Closing shall be placed in escrow.

IV. SUBDIVISION IMPROVEMENTS.

4.01 Seller's Obligations.

(a) If in Seller's possession or control, within three business (3) days after the Effective Date, Seller shall forward to Purchaser, for Purchaser's review and approval, the following items for the Subdivision (collectively, the "Submission Items"):

- (i) a recorded copy of the final subdivision map for the Subdivision;
- (ii) a copy of the currently available geotechnical soils report;
- (iii) a copy of the Existing Environmental Reports (as defined below);
- (iv) evidence of the availability of water and sanitary sewer service to the Property in sufficient capacity to serve all the Lots;
- (v) copies of all construction plans for the Subdivision (including, without limitation, the drainage plans, detention plans and street plans, and, if applicable, any lift station plans);
- (vi) a set of "As Built" construction plans showing water, sewer, storm drainage, and utility layouts, if available;
- (vii) a copy of the approved grading plans;
- (viii) a copy of the approved improvement plans;
- (ix) a copy of the plans for the underground electric distribution system;
- (x) a copy of the plans for the natural gas distribution system;
- (xi) a copy of the plans for the cable distribution system;
- (xii) a copy of the plans for the telephone service distribution system;
- (xiii) the plans (collectively, the "Common Area Plans") for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and amenities (collectively, the "Common Area Improvements");
- (xiv) the HOA Documents (defined in Section 4.01(b) below);
- (xv) a copy of the FEMA Final Map Amendment or letter of map revision (LOMR) certifying that the Lots have been removed from the FEMA Map, and written certification by the appropriate governmental agency that it will issue unqualified building permits for construction of single-family houses on each of the Lots; and
- (xvi) copies of the Subdivision Agreements, the Existing Bonds and the Subdivision Improvement Contract (when executed).

Seller shall not modify or amend any of the Submission Items without the prior written consent of Purchaser, which obligation shall survive Closing. Seller shall not be under any obligation to conduct any independent inquiry or inspection with regard to the Submission Items. Seller is providing any Submission Items it has in its possession or control without representation or warranty, express or implied, as to the accuracy or completeness of the contents of such materials or the information provided. Purchaser acknowledges that Seller did not prepare any of the documents and is not the original source of any of the information, and is not, and has never been, the developer of the Property or the project of which it is a part.

Purchaser shall have until the expiration of the Feasibility Period to approve or disapprove each Submission Item. If there is any material change to any of the Submission Items after opening of Escrow which prohibits or impairs Purchaser's ability to construct and sell homes on the Lots in the manner contemplated by Purchaser, Purchaser shall have ten (10) business days to review and approve or disapprove, in Purchaser's reasonable discretion, any such changes (the "Approval Period"). Purchaser's disapproval of any changes in any of the Submission Items shall be made by written notice to Seller. If Purchaser has not given written notice of its disapproval of any changes to Submission Items within the Approval Period, such changes shall be deemed approved by Purchaser. Seller shall have ten (10) business days (the "Correction Period") after receipt of Purchaser's written notice to correct or cure (or undertake in a manner reasonably satisfactory to Purchaser to correct or cure) any of Purchaser's objections. If after the Correction Period has expired, there are remaining objections, Purchaser shall have the option thereafter to either terminate this Contract by written notice to Seller and receive a refund of the Initial Deposit or Additional Deposit (as may be applicable) then held in Escrow, or waive the objections and proceed with the purchase of Lots pursuant to this Contract. Seller shall not modify or amend any Submission Item (after approval by Purchaser) without the written consent of Purchaser, which obligation shall survive Closing.

(b) A Homeowners Association has been created which will maintain the common areas of the Subdivision. Pursuant to Section 4.01(a) hereof, if in Seller's possession or control, Seller shall deliver to Purchaser, for Purchaser's review and approval, all documents creating or relating to such Homeowner's Association, including without limitation the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision (the "Restrictive Covenants"), Articles of Incorporation, Bylaws and Management Certificate thereof (collectively, including the Restrictive Covenants, the "HOA Documents").

(c) Seller agrees to keep all Lots not Closed by Purchaser in a neat, clean, and orderly manner, all at Seller's expense.

(d) Seller shall cause any leases or other possessory rights of third parties with respect to the Lots to be terminated prior to the Initial Closing.

(e) Purchaser acknowledges that Purchaser will have independently inspected the Property and that Purchaser has entered into this Contract based upon its ability to make such examination and inspection. The Property is to be sold to and accepted by Purchaser at Closing in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED**", except for the express

representations, warranties and covenants of Seller contained in this Contract. Notwithstanding anything contained herein to the contrary, it is understood and agreed that, except for the express representations and warranties of Seller contained in this Contract, Seller and Seller's agents or employees have not made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to: (1) matters of title (other than Seller's warranty of title set forth in the Deed to be delivered at Closing); (2) environmental matters of any kind relating to the Property or any portion thereof (including the condition of the soil or groundwater beneath the Property); (3) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes; (4) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (5) drainage; (6) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under shoring; (7) zoning to which the Property or any portion thereof may be subject; (8) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric; (9) usages of adjoining property; (10) access to the Property or any portion thereof; (11) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof; provided, however, that Seller warrants that the Lots, when conveyed to Purchaser, shall be free and clear of mechanic's and materialmen's liens; (12) the presence of Hazardous Substances (hereinafter defined) in or on, under or in the vicinity of the Property; (13) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws; (14) the existence or non-existence of underground storage tanks; (15) any other matter affecting the stability or integrity of the Property; (16) the potential for further development of the Property; (17) the existence of vested land use, zoning or building entitlements affecting the Property; (18) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller's or Seller's agents' or employees' skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular-purpose); and (19) tax consequences.

THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING.

4.02 **Purchaser's Obligations.** Purchaser shall maintain in a neat, clean, and orderly manner all of the Lots closed under this Contract and the street in front of said Lots that are closed under this Contract.

4.03 **Purchaser's Signage.** Seller hereby agrees to provide Purchaser the right to erect a sign or signs on any of the Lots and, to the extent Seller has the authority, at any other location in the Subdivision for Purchaser's use in connection with the marketing of the Lots and improvements constructed thereon as of the Effective Date. This signage shall be subject only to approval by the appropriate governmental agency and all other approvals required pursuant to the Permitted Encumbrances.

4.04 **Construction Trailers.** Seller hereby agrees that Purchaser shall be allowed to place a sales trailer and a construction trailer on one of the Lots after the Effective Date, provided that the sales trailer(s) comply with appropriate Governmental Agencies. Purchaser may relocate the sales trailer and construction trailer onto other Lots within the Subdivision as necessary to allow Purchaser to construct and sell completed homes on the Lots. If Purchaser elects to place a sales trailer or construction trailer on one of the unclosed Lots, Purchaser and Seller agree to execute a ground lease agreement in substantially the form attached hereto as **Exhibit E.** Further, Purchaser shall be given reasonable access to all private streets within all portions of the Subdivision after the Initial Closing.

V. REMEDIES.

5.01 **Default by Purchaser.** In the event that Seller has fulfilled all of Seller's obligations pursuant to this Contract, and should Purchaser breach any term of this Contract (excepting any breach by Purchaser of its obligations of indemnity under Section 2.03(a) above, its obligations under Article VI below, its representations under Article X below, and/or its obligations under Section 17.6 below) Seller shall be entitled, as Seller's sole and exclusive remedy, to (i) waive the contractual obligations of Purchaser in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (iii) terminate this Contract as to all unpurchased Lots and retain or receive the Initial Deposit, Extended Initial Closing Deposit or Additional Deposit (as may be applicable) then on deposit as liquidated damages for such default and not as a penalty, in which event the Parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder. Prior to exercising its remedy of terminating this Contract, Seller shall give Purchaser written notice of default and Purchaser shall have the right to cure such default during the applicable cure period set forth in Article VII hereof. Seller's extension of the time for Purchaser's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Seller's exercise of Seller's other remedies set forth above in the event Purchaser fails to cure such breach prior to the expiration of such extension period. Seller may not enforce specific performance and waives any and all other remedies which might be available at law or equity upon default by Purchaser except for Seller's right to terminate this Contract and receive and retain the Initial Deposit, Extended Initial Closing Deposit or Additional Deposit (as may be applicable) then on deposit as liquidated damages for such default and not as a penalty; provided, however, notwithstanding the foregoing, if Purchaser breaches its obligation of indemnity under Section 2.03(a), its obligations under Article VI, its representations under Article X, and/or its obligations under Section 17.6, and Seller has suffered damage as a direct result of such breach, and Seller has fulfilled all of its obligations under this Contract, then Seller shall be entitled to recover from Purchaser its actual, direct damages from such breach, but in no event shall Seller

be entitled to recover any consequential, incidental or punitive damages for any breach by Purchaser of any obligations under this Contract.

5.02 Default by Seller. If Seller defaults in performing Seller's obligations hereunder for any reason other than Purchaser's default, Purchaser shall be entitled, as Purchaser's sole and exclusive remedy, to (i) waive the contractual obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Contract and receive (A) a return of the Initial Deposit, Extended Initial Closing Deposit or Additional Deposit (as may be applicable) then on deposit, (B) payment of an amount from Seller equal to Purchaser's actual out-of-pocket costs and expenses paid by Purchaser to third parties for any work performed by Purchaser upon Lots not purchased by Purchaser, as evidenced by invoices, receipts and other documentation reasonably required by Seller up to a maximum amount equal to the product of the total number of Lots not purchased by Purchaser multiplied by one thousand dollars (\$1,000.00), (C) a refund of the Improvement Reimbursement Amount (if and to the extent previously paid by Purchaser) prorated based on the number of Lots acquired by Purchaser as compared to the total number of Lots to be acquired by Purchaser hereunder (namely, 192), plus (D) Purchaser's "Actual Cost" (as defined in Section 17.6(i) below) to construct the Purchaser Common Area Improvements prorated based on the number of Lots acquired by Purchaser as compared to the total number of Lots to be acquired by Purchaser hereunder (namely, 192); or (iv) enforce specific performance of this Contract as Purchaser's sole remedy at law to the exclusion of (i), (ii), and (iii). Purchaser's extension of the time for Seller's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Purchaser's exercise of Purchaser's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

VI. COMMISSION.

Seller shall pay to Focus Property Group ("Broker") a commission as set forth in a separate agreement between Seller and Broker. Other than the real estate commission due to Broker, Seller and Purchaser each hereby warrant and represent to the other that no brokers, agents, finders' fees or commissions, or other similar fees, are due or arising in connection with the entering into of this Contract, the sale and purchase of the Property, or the consummation of transactions contemplated herein; and Seller and Purchaser each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to entering into this Contract, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

VII. NOTICE AND RIGHT TO CURE.

Unless otherwise specified herein, each party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein, except for Purchaser's payment obligations,

which shall have a fifteen (15) day cure period. The Parties agree to cooperate with each other in any and all attempts by each other to cure any applicable default within any applicable default cure period.

VIII. MORATORIUM.

If any state, county, city, public school district, or governmental agency declares or effects any moratorium on the issuance of building permits for the construction of houses, or Certificates of Occupancy for those houses, or the purchase of sewer and/or water taps and/or public school attendance rights, which moratorium is applicable to the Property or any portion hereof, and, as a result of such moratorium, the state, county, school district, or any other governmental agency will not issue permits for the construction and/or purchase of sewer and/or water taps for houses to be erected upon the Property or Certificates of Occupancy for those houses, or will not permit attendance in the Clark County School District attendance zone in effect as of the date hereof, then, in such event, Purchaser's obligations to purchase Lots in accordance with the Initial Closing and Takedown Periods of Article III shall abate. Upon the discontinuation of any such moratorium, the Initial Closing period and Takedown Periods shall resume as of that date and continue as per the provisions of this Contract. If, however, such moratorium shall last longer than ninety (90) days, Seller or Purchaser shall each have the right, but not the obligation, to terminate this Contract. In the event of such termination by either Seller or Purchaser, the Initial Deposit and/or the Additional Deposit (as may be applicable) then on deposit shall be refunded to Purchaser.

IX. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby makes the following representations and warranties and covenants, which shall also be true and applicable as of the Effective Date and as of the Closing of all Lots to Purchaser, and which shall survive the respective Closings:

9.01 To Seller's knowledge, there are no parties in possession of any portion of the Lots other than Seller.

9.02 Seller has full right, power, and authority to execute and deliver this Contract and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Contract, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

9.03 Seller has not received any notice of any condemnation or similar proceedings having been instituted or threatened against the Property or any part thereof nor, to Seller's knowledge, is any such proceeding threatened or contemplated of which Seller has not received formal notice.

9.04 Immediately upon obtaining express notice or actual knowledge of the institution of any proceedings for the condemnation of the Lots or any portion thereof, or any

other proceedings arising out of injury or damage to the Lots or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings.

9.05 Seller is not a "foreign person", as defined in recent amendments to the Internal Revenue Code and, prior to the first Closing contemplated under this Contract, agrees to provide to Purchaser an affidavit to that effect.

9.06 Without Purchaser's prior written consent, which consent may be withheld or granted in Purchaser's sole and absolute discretion, Seller shall not (i) transfer or convey all or any portion of the Property or any right, title, or interest of Seller in the Property, or (ii) grant any deed of trust lien upon or mortgage any portion of the Property.

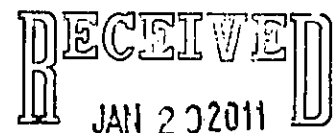
9.07 Seller will not enter into any maintenance, management or other service contracts involving the Property that are not cancellable with thirty (30) days prior notice without the prior written approval of Purchaser.

9.08 Seller has not made and will not make any commitments or representations to governmental authorities, or adjoining or surrounding property owners, and, to the best of Seller's knowledge, is not aware of any other fact or circumstance, which would interfere with Purchaser's ability to construct residential homes on the Lots, and will not make any such commitment or representation which would affect the Property or any portion thereof, without Purchaser's prior written consent.

9.09 If any of the representations or warranties contained herein are materially untrue or incorrect, Seller shall at all times before each Closing use Seller's commercially reasonable efforts to take such necessary action to make such representations or warranties true and correct. If any of the representations or warranties contained herein are untrue or incorrect on the Closing, Purchaser shall be entitled, in addition to its other remedies hereunder, to either (i) terminate this Contract with respect to all of the Lots or, at Purchaser's option, only the Lot(s) so affected, by written notice to Seller on the Closing Date or (ii) elect to Close under this Contract notwithstanding the failure of such representation or warranty. If this Contract is terminated as to all of the Lots, the Initial Deposit or the Additional Deposit (as may be applicable) then on deposit shall be immediately returned to Purchaser. If this Contract is terminated as to the affected Lots, the Initial Deposit or the Additional Deposit (as may be applicable) then on deposit shall be deemed reduced by a pro-rata amount of the Initial Deposit or the Additional Deposit for each of the affected Lots and that portion of the Initial Deposit or Additional Deposit for the affected Lots shall be immediately returned to Purchaser. Seller's representations and warranties set forth herein shall survive each Closing, shall not merge into the Deed(s) to be delivered at each Closing and are deemed to be material to Purchaser's execution of this Contract and Purchaser's performance of its obligations hereunder.

X. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby makes the following representations and warranties, which shall also be true and applicable as of the Effective Date and as of the closing of all Lots to Purchaser, and which shall survive the respective Closings:



10.01 Purchaser has the full right, power, and authority to purchase the Lots from Seller as provided in this Contract and to carry out its obligations hereunder; and all required action necessary to authorize Purchaser to enter into this Contract and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

10.02 Purchaser shall promptly repair any and all damage caused by Purchaser, its employees, agents, and subcontractors to the Property, including all improvements, public or private, within any Lot, right-of-way or easement shown on the recorded Final Map.

10.03 All documentation provided to Seller by Purchaser to establish the Actual Cost (defined below) pursuant to Section 17.6 hereunder shall be true, correct and complete in all material respects, and in any event shall reflect the Actual Cost of the Purchaser Common Area Improvements (defined below) so as to permit an accurate and correct calculation of the Reimbursement Amount that may become payable to Purchaser by Seller pursuant to this Contract.

XI. CONDITIONS PRECEDENT TO CLOSING.

Purchaser's obligation to close the purchase of any Lots is expressly conditioned upon (i) Seller's compliance with its obligations hereunder, and (ii) the truthfulness and accuracy of Seller's representations and warranties set forth in Articles IX and XIII herein. Purchaser's obligation to close the purchase of any of the Lots is expressly further conditioned upon the Title Company, at each Closing, committing to issue the Title Policy subject only to Permitted Encumbrances.

XII. NOTICE.

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, sent via telecopier, or sent via email (with confirmed receipt) as follows:

If to Seller: HOF Financial I, LLC
 c/o Housing Capital Company
 3200 Bristol Street, Suite 800
 Costa Mesa, CA 92626
 Attn: Russ Wakeham
 Tel: (714) 433-2300, ext. 14

With Copy to:

HOF Financial I, LLC
c/o Housing Capital Company
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626
Attn: Karen Goodbody
Tel: (714) 433-2300, ext. 18

With Copy to:

Rice Silbey Reuther & Sullivan
Attn: Renee R. Reuther, Esq.
3960 Howard Hughes Pkwy., Suite 700
Las Vegas, NV 89169
Tel: (702) 697-6106
Fax: (702) 732-7110

If to Purchaser:

Pardee Homes
Attn: Jim Stringer, Jr., Director of Land Acquisition
10880 Wilshire Boulevard, Suite 1900
Los Angeles, CA 90024-4101
Tel: (310) 475-3525, ext. 209
Fax: (310) 446-1295

With Copy to:

Sandler and Rosen, LLP
Attn: Craig C. Birker
1801 Avenue of the Stars, Suite 510
Los Angeles, CA 90067
Tel: (310) 277-4411, Extension 305
Fax: (310) 277-5954

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via telecopy or email shall be deemed delivered the same business day transmitted. The addresses, addressees, and telecopy numbers for the purpose of this Article XII may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

XIII. ENVIRONMENTAL.

13.01 **Representation and Warranty.** Seller hereby represents and warrants to Purchaser that, to Seller's knowledge: (i) neither Seller nor, to Seller's knowledge, any previous owner of the Property or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance (as hereinafter defined) on, under, or about the Property or transported it to or from the Property, nor, to the Seller's

knowledge, has any party ever alleged that any such activities have occurred; (ii) there has been no migration of any Hazardous Substance from, into, at, on, under or about the Property; (iii) there is not no, nor has there ever been, on or in the Property and underground storage tanks or surface below grade impoundments use to store, treat or handle Hazardous Substances or debris or refuse buried in on or about the Property; and (iv) no use by either Seller or, to Seller's knowledge, any prior owner of the Property or any other person, has occurred which violates or has been alleged by any party to violate any applicable Environmental Law (as hereinafter defined), and the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. As used in this Contract, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and the Federal Insecticide, Fungicide and Rodenticide Act, as amended (collectively, "Environmental Laws"). In the event Seller has breached the representations and warranties in this paragraph, Seller shall indemnify and hold Purchaser, its officers, directors, employees, agents, shareholders, attorneys, representatives and each of their respective successors and assigns (collectively, "Indemnitee"), harmless from and against all losses, costs, damages, expenses, fines, penalties and liabilities, including, without limitation, reasonable attorneys' fees, court costs and expert witness fees, that Indemnitee may suffer or incur as a result of any claim, demand, action, cost or judgment made or obtained by any individual, partnership, corporation, entity, governmental agency or person directly or indirectly and in whole or in part arising out of or attributable to Hazardous Substances existing beneath or on the surface of the Property on or prior to any Closing or the migration thereof within or from the Property at any time, whether before or after any Closing, including, without limitation, the cost of any remedial, removal, response, abatement, clean-up, investigative and monitoring costs, and any other related costs and expenses. Notwithstanding anything to the contrary contained herein, the representations and warranties in this paragraph shall be deemed remade as to each Lot as of the Closing on each such Lot, and such representations and warranties and the indemnification provisions in this paragraph shall survive Closing and shall not be merged therein.

13.02 Existing Environmental Reports. Seller shall, within three business (3) days after the date hereof, provide to Purchaser copies of all reports, studies, and other materials that Seller possesses or controls that pertain to the environmental condition of the Property (collectively, the "Existing Environmental Reports").

XIV. MISCELLANEOUS PROVISIONS.

14.01 Any covenant or agreement herein which contemplates performance after the time of Closing of the sale of any Lot pursuant hereto shall not be deemed to be merged into or waived by the instruments of the respective Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

14.02 The terms, provisions, warranties, representations, covenants, and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns.

14.03 Time is of the essence in the performance of this Contract. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

14.04 The Parties will each reasonably cooperate with each other, their employees, and agents to facilitate the purchase of Lots by Purchaser under the terms and conditions herein set forth.

14.05 This Contract shall be governed and interpreted under the laws of the State of Nevada.

14.06 The paragraph headings used in this Contract are for convenience purposes only, and shall not be used in the interpretation of this Contract.

14.07 All exhibits attached hereto are incorporated herein by reference and made a part of this Contract.

14.08 Failure of the Parties to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Contract, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition.

14.09 Deleted.

14.10 This Contract contains the entire agreement between the Parties relating to the subject matter hereof, and neither party shall be bound by any verbal statement or agreement made heretofore. This Contract cannot be amended except by written agreement executed by the Parties.

14.11 If any items, terms, or provisions contained in this instrument are in conflict with any applicable federal, state, or local laws, this Contract shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

14.12 All of the representations, warranties, covenants, and agreements made by Seller and by Purchaser shall survive the Closing(s) and shall not be merged therein for the benefit of Purchaser and Seller and their respective legal representatives, successors, and assigns.

14.13 In the event the Seller or Purchaser breaches any of the terms, provisions, warranties, representations, covenants, or agreements contained in this Contract and

Seller and Purchaser become involved in litigation with regard to breach hereof, the prevailing party shall be entitled to be paid its reasonable attorneys' fees and costs.

14.14 Nothing contained herein is intended to create, nor shall it ever be construed to make, Seller and Purchaser partners or joint venturers.

14.15 Any consent requested or required by one party under the terms of the Contract shall not be unreasonably withheld or delayed by the other party hereto.

14.16 The provisions of this Contract are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

14.17 The term, "date of this Contract", or "date hereof", "Effective Date," or "effective date of this Contract", as used herein, shall mean the later of the following dates: (1) the date of Seller's signature; or (2) the date of Purchaser's signature;

14.18 Purchaser shall not have the right to sell, assign, or transfer this Contract without the prior approval of Seller, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Purchaser shall have the right, without prior approval of Seller, to assign its rights hereunder to an affiliate company of Purchaser.

14.19 Concurrently with the execution of this Contract, Seller and Purchaser shall execute and deliver to Escrow a memorandum of agreement (the "Memorandum of Agreement") in substantially the form attached hereto as Exhibit F. Title Company shall cause the Memorandum of Agreement to be recorded in the Office of the Clark County Recorder simultaneously with the release of the Initial Deposit to Seller pursuant to Section 1.04(a) hereof. If this Contract is properly terminated in accordance with its terms, Purchaser shall use commercially reasonable actions to cause the Memorandum of Agreement to be removed from the real property records.

14.20 This Contract may be executed in duplicate counterparts by Seller and Purchaser, the legal effect of which shall be the same as if both Parties had signed the same instrument. Furthermore, facsimile signatures shall be legal and binding for all purposes.

14.21 The terms and provisions of this Contract, including all financial terms, shall remain confidential and shall not be disclosed by either Party hereto without the written consent of the other except (a) to such Party's directors, officers, partners, employees, legal counsel, accountants, financial advisors and similar professionals and consultants to the extent such Party deems it necessary or appropriate in connection with the transaction contemplated hereunder; or (b) as otherwise required by law or regulation. Any disclosure pursuant to clause (b) of the preceding sentence shall indicate that the information is confidential and should be so treated by the recipient. The restrictions in this Paragraph shall survive any termination of this Contract.

XV. OMITTED.

XVI. FASB REGULATIONS.

In order to assist Purchaser in complying with FASB Statement No. 167, Amendments to FASB Interpretation 46(R) (Consolidation of Variable Interest Entities), Seller agrees to complete an information letter in the form attached hereto as Exhibit G and deliver it to Purchaser upon Seller's execution of this Contract and Seller shall update such letter from time to time as requested by Purchaser. If at any time prior to the date Purchaser completes the purchase of all of the Property, or the earlier termination of this Contract, the Property represents more than 50% of the total fair value of the assets owned by Seller, Seller shall provide to Purchaser any documents that may be reasonably required by Purchaser to perform the analyses and assessments described in or otherwise comply with FASB Statement No. 167, FASB Interpretation No. 46(R) and amendments thereto, including but not limited to audited financial statements, including profit and loss statements, balance sheet, statement of cash flows, (and if Seller does not have audited financial statements, Seller shall provide unaudited statements and federal income tax returns), formation documents, lists of investors and owners including ownership percentages, copies of loan agreements and statements of outstanding loan balances. Purchaser agrees that any and all documents and information delivered to Purchaser by Seller pursuant to this Section (including but not limited to financial statements, tax returns, formation documents, owner and investor lists, and loan documents and statements) shall remain confidential and shall not be disclosed by Purchaser except (a) to Purchaser's directors, officers, partners, affiliates, employees, legal counsel, accountants, financial advisors and similar professionals and consultants to the extent Purchaser deems it necessary or appropriate to comply with FASB Statement No. 167, FASB Interpretation No. 46(R) and amendments thereto; or (b) as otherwise required by law or regulation, provided that any such disclosure indicates that the information is confidential and should be so treated by the recipient. The confidentiality restrictions in this Section shall survive any termination of this Contract.

XVII. HOA MATTERS; COMMON AREA IMPROVEMENTS.

17.1 Existing Declarant Rights. Prior to the Initial Closing, Seller shall record an instrument evidencing its acceptance of certain of the rights of "declarant" and other "special declarant rights" under the Restrictive Covenants in the form attached as Exhibit H (the "Notice of Assignment of Declarant Rights"). Purchaser acknowledges and agrees that the Notice of Assignment of Declarant Rights shall be a Permitted Encumbrance as defined in Section 2.02 of this Contract.

17.2 Assignment of Declarant Rights to Purchaser. At each Closing Seller shall deliver a duly executed and acknowledged partial assignment of declarant rights under the Restrictive Covenants with respect to the Lots purchased at such Closing in the form attached as Exhibit I, assigning to Purchaser certain "special declarant's rights" under the Restrictive Covenants (the "Partial Assignment") but only with respect to the Lots purchased at such Closing. Purchaser acknowledges that Seller shall retain the right to control the executive board of the Homeowner's Association in accordance with NRS 116.1032.

17.3 Annexation. The Property constitutes the Initial Property and/or Annexable Area under and as defined in the Restrictive Covenants. Purchaser hereby covenants and agrees, after each Closing hereunder, to annex each of the Lots acquired by Purchaser and thereby make each such Lot subject to the Restrictive Covenants. The timing of such annexation(s) shall be in Purchaser's sole discretion; provided, however, that each Lot acquired by Purchaser hereunder must be so annexed prior to being sold to a third-party home buyer. Such annexation(s) shall conform to the express requirements of the Restrictive Covenants and NRS Chapter 116.

17.4 Transfer of Common Areas. The description of the Property hereunder does not include Seller's ownership of the real property identified as common area, common element, private street, private landscape easement, private drainage easement and/or other areas to be owned by or maintained by the Homeowner's Association as shown on the recorded final maps of the Subdivision (collectively, "Common Areas"). However, from and after the Initial Closing during the term of this Contract, Seller agrees to convey to Purchaser such legally subdivided portions of the Common Areas as Purchaser may from time to time elect to acquire. Furthermore, if Purchaser acquires all of the Property hereunder, unless earlier conveyed to Purchaser hereunder, at Purchaser's request, Seller will convey the Common Areas to Purchaser simultaneously with the Fourth Closing. Notwithstanding any contrary provision hereunder, Purchaser shall be responsible to pay all costs associated with each transfer of the Common Areas, including, without limitation, all title insurance and transfer taxes. The Parties expressly agree that if Seller conveys any portion of the Common Area to Purchaser prior to Purchaser having acquired all of the Lots, Purchaser shall upon the written request of either Seller or the Homeowner's Association, convey the Common Area to the Homeowner's Association as may be required to comply with applicable Nevada law and/or the HOA Documents. The provisions of this Section 17.4 shall survive the termination of this Contract.

17.5 Cost Sharing. Throughout the term of this Contract, Seller shall maintain the Common Areas owned by Seller in good condition and repair. After each Lot is acquired by Purchaser hereunder and until the Lot is annexed to the Restrictive Covenants, Purchaser hereby covenants and agrees to promptly reimburse Seller for a prorata share of the reasonable out of pocket costs and expenses incurred by Seller in the maintenance and preservation of the Common Areas (including without limitation, utility costs, taxes and insurance) from the end of the Feasibility Period until such time as each applicable portion of the Common Areas are conveyed to Purchaser. Seller shall provide to Purchaser documentation evidencing any such Common Area costs so that the Parties may correctly calculate Purchaser's prorata share of the Common Area Costs.

17.6 Construction of Common Area Improvements. If the Initial Closing occurs under this Contract, Purchaser covenants and agrees to construct the Purchaser Common Area Improvements (defined below) on those Common Areas described on Exhibit J (collectively, "Purchaser Improved Common Areas") in accordance with the provisions of this Section 17.6. As used herein, "Purchaser Common Area Improvements" shall mean and include a pool, recreation area, traffic access gate and such other improvements and landscape as may be shown on the Plans (defined below). In the event that the Initial Closing does not occur, the

provisions of this Section 17.6 shall have no force or effect; however, if the Initial Closing does occur, the provisions of this Section 17.6 shall survive any termination of this Contract.

(a) Manner of Construction. Purchaser, at its sole cost and expense, shall cause all of the Purchaser Common Area Improvements to be constructed by a duly licensed general contractor and duly licensed subcontractors in a good and workmanlike manner in accordance with: (i) the Common Area Plans or such other plans and specifications prepared by Purchaser and reasonably approved by Seller ("Plans"), (ii) all applicable laws, regulations, codes, and ordinances, including, without limitation, all laws relating to dust and particulate control and mitigation, (iii) all requirements of governmental authorities and other duly qualified bodies having jurisdiction with respect to each work of improvement, and (iv) generally-accepted engineering standards concerning geotechnical and soils conditions. Purchaser shall supervise and direct the Purchaser Common Area Improvements using its best skill and attention. Purchaser shall be solely responsible for all means, methods, techniques, sequences, and procedures used in the performance or construction of the Purchaser Common Area Improvements and shall diligently pursue the same to completion. Purchaser shall be responsible for the application for and the obtaining of all permits and approvals from governmental authorities required for the Purchaser Common Area Improvements as well as any other permits and approvals as may be required pursuant to any of the Permitted Encumbrances (e.g., the Restrictive Covenants and/or any applicable development declaration) in connection with or as a condition to the construction of the Purchaser Common Area Improvements (collectively, the "Permits and Approvals"). In the event Seller receives any citation or is otherwise fined for any release or emission of dust or debris from the Property, Purchaser shall, within ten (10) days after demand by Seller, either pay such fine directly or reimburse Seller for the full amount of such fine; provided, however, Purchaser shall have the right to contest any such citation or fine.

(b) Timing of Performance.

(i) Conditions. The Parties agree that the construction of the Purchaser Common Area Improvements may not commence until (1) the Initial Closing has occurred, (2) Purchaser has prepared and submitted the Plans to Seller for approval, and Seller has approved the Plans, (3) Purchaser has secured the Permits and Approvals, and (4) Purchaser has delivered original certificates evidencing the existence of the insurance required under Section 17.6(g) below. Upon the Initial Closing, Purchaser shall diligently satisfy the foregoing conditions and thereafter shall diligently complete the Purchaser Common Area Improvements.

(ii) Completion and Conveyance. Each discrete item of the Purchaser Common Area Improvements shall be deemed to be completed upon the acceptance of the same by Seller and the appropriate governmental authorities, or, as applicable, the Homeowner's Association or the Master Association. Following the completion of the Purchaser Common Area Improvements, Seller shall cause the Purchaser Common Area Improvements to be transferred, conveyed and/or assigned to the Homeowner's Association and/or the Master Association.

(c) Condition to Second Closing. The Parties agree that the commencement of the Purchaser Common Area Improvements shall be a condition to the occurrence of Second

Closing; provided, however, Seller shall waive this requirement if Purchaser establishes to Seller's reasonable satisfaction that the commencement of the Purchaser Common Area Improvements will occur within 60 days of the occurrence of the Second Closing. If, however, this Contract is terminated for any reason after the occurrence of the Initial Closing but before the completion of the Purchaser Common Area Improvements, Seller shall have the right to elect to undertake the completion of the Purchaser Common Area Improvements at Purchaser's expense (but subject to reimbursement pursuant to Section 17.6(i)) upon written notice from Seller if any governmental permit, application, entitlement or other developmental approval sought by Seller, or its assignees or transferees, in connection with the development of the any of the Common Areas or any part of the Property that is not acquired by Purchaser, is delayed as a direct result of Purchaser's failure to complete the Purchaser Common Area Improvements.

(d) Temporary Construction Easement.

(i) Limited Grant. In order for Purchaser to perform its obligations under this Section 17.6, Seller hereby grants and conveys to Purchaser and its successors, assigns and/or affiliates, a nonexclusive temporary construction access easement on, over and through the Common Areas for the limited purposes of constructing the Purchaser Common Area Improvements required hereunder and only during the performance of the construction of the Purchaser Common Area Improvements. All activities by Purchaser or its successors, assigns, affiliates, and their agents, contractors or employees upon the Common Areas pursuant to the temporary access casement granted in this paragraph shall be undertaken at such persons' own risk and expense.

(ii) Cooperation. Upon the request of either Party, Purchaser and Seller expressly agree to execute and deliver to such documents as may be reasonably necessary to confirm the rights of Purchaser to enter upon the Common Areas to construct the Purchaser Common Area Improvements under this Contract. Furthermore, Purchaser expressly agrees to cooperate with Seller to coordinate Purchaser's construction activities upon Common Areas so that activities can be conducted in a timely manner and with as little disturbance to the activities of Seller, or the activities of any of Seller's assignees or transferees, on or with respect to that portion of the Property that is not acquired by Purchaser hereunder.

(e) Maintenance and Taxes. It is hereby expressly acknowledged that from and after the date of the Initial Closing until the Purchaser Common Area Improvements are completed, Purchaser shall be responsible to maintain those Common Areas upon which the Purchaser Common Area Improvements are to be located and perform all obligations with respect to those Common Areas which Purchaser would have if Purchaser were the owner of such property, except that Seller shall at its sole cost and expense pay all real estate taxes and any other supplemental taxes that may become due in connection with the Common Areas from time to time.

(f) Liens. Purchaser shall not permit any mechanics' or materialmen's or similar liens for labor or materials performed or delivered in connection with its obligations to be performed hereunder to stand against the Common Areas and/or the Property (except those Lots acquired by Purchaser under this Contract). In the event that any such lien is filed, Purchaser

shall immediately upon becoming or being made aware of such lien cause such lien to be removed as an encumbrance or diligently contest such lien and provide to Seller a bond or other reasonably satisfactory security.

(g) Insurance. From and after the date of the Initial Closing and continuing until the Purchaser Common Area Improvements are completed, Purchaser shall obtain and maintain in effect the following policies of insurance: (i) commercial general liability insurance with a single per occurrence limit of not less than One Million Dollars (\$1,000,000) with an excess liability umbrella of Five Million Dollars (\$5,000,000) with respect to Purchaser's activities in, on or around the Common Area; (ii) workers' compensation insurance; and (iii) a standard "all risk" Builder's Risk Policy. Prior to commencement of any construction of the Purchaser Common Area Improvements, Purchaser shall cause any contractors and subcontractors who may enter upon and/or perform any work upon the Common Area, to obtain and maintain in effect equivalent policies of insurance throughout the completion of such work. All insurance required hereunder (except worker's compensation) shall name Seller and such of its affiliates as Seller may designate as additional insureds as to claims by third parties.

(h) Indemnification. Purchaser agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, lien, liabilities, damage and injury to person or property (including reasonable attorneys' fees and court costs) arising from, in connection with or as a result of the acts of Purchaser, Purchaser's agents, contractors, subcontractors and/or the contractors or subcontractors of such agents on the Property in connection with the construction of the Purchaser Common Area Improvements and the entry upon the Property pursuant to Section 17.6, whether such loss involves death, injury to person, damage to property or the environment, or claims of any other nature.

(i) Reimbursement by Seller. If, for any reason, the Second Closing does not occur, Seller agrees and promises to pay to Purchaser an amount equal to the "Actual Cost" (defined below) to construct the Purchaser Common Area Improvements, up to a maximum of \$150,000 ("Reimbursement Amount"), for Purchaser's construction of the Purchaser Common Area Improvements. In the event that the Second Closing does not occur, the Reimbursement Amount shall be due and payable by Seller to Purchaser no later than the earlier of ten (10) days after the date Seller conveys title to any of the Remaining Lots to a third party purchaser, or December 31, 2014. Purchaser and Seller acknowledge and agree that the Reimbursement Amount or any other amount will not be payable by Seller if the Second Closing occurs. As used herein, "Actual Cost" means all actual and reasonable third-party expenses and disbursements paid by Purchaser directly in connection with the completion of the Purchaser Common Area Improvements as established to Seller's reasonable satisfaction through Purchaser's delivery to Seller of itemized invoice(s) together with back-up documentation and proof of payment; it being agreed that Actual Cost shall not include any overhead and indirect construction costs not charged directly to Purchaser, any wages and salaries of Purchaser employees, any Purchaser management or administrative fees, or any other internal Purchaser corporate charges. In the event of any dispute regarding the Actual Cost and/or the Reimbursement Amount, the Parties agree to work in good faith to resolve such disputes.

[SIGNATURES ON FOLLOWING PAGE]

RECEIVED
JAN 23 2011

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

SELLER:

HOF Financial I, LLC,
a Delaware limited-liability company

By: Housing Capital Company,
a Minnesota Partnership, its Sole Member

By: DFP Financial, Inc.,
a California corporation, its Managing Partner

By: [Signature]
Name: Russ Wakeham
Title: Vice President

Date: December 3, 2010

PURCHASER:

PARDEE HOMES OF NEVADA,
a Nevada corporation,

By: _____
Name: _____
Title: _____

Date: _____, 2010

By: _____
Name: _____
Title: _____

Date: _____, 2010

RECEIVED
JAN 2 3 2011

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

SELLER:

HOF Financial I, LLC,
a Delaware limited-liability company

By: Housing Capital Company,
a Minnesota Partnership, its Sole Member

By: DFP Financial, Inc.,
a California corporation, its Managing Partner

By: _____
Name: Russ Wakeham
Title: Vice President

Date: _____, 2010

PURCHASER:

PARDEE HOMES OF NEVADA,
a Nevada corporation,

By: _____
Name: JON E. LASH
Title: EVP/COO

Date: DECEMBER 7, 2010

By: _____
Name: Anthony Delina
Title: SUP

Date: December 7, 2010

The undersigned Title Company hereby acknowledges receipt of a copy of this Contract.

TITLE COMPANY:

First American Title Company

Date: Dec 9, 2010

By: Michele Seibold Jsd
Name: Michele Seibold
Title: Sr. Escrow Officer

The undersigned Title Company hereby acknowledges receipt of the Initial Deposit, and agrees to hold and dispose of the Initial Deposit in accordance with the provisions of this Contract.

First American Title Company

Date: _____, 2010

By: _____
Name: _____
Title: _____

Enclosures:

Exhibit A: Legal Description
Exhibit B: Final Map
Exhibit C: Takedown Schedule (to be attached)
Exhibit D: Assignment
Exhibit E: Form Ground Lease
Exhibit F: Memorandum of Agreement
Exhibit G: FASB Regulations Compliance Letter
Exhibit H: Notice of Assignment of Declarant Rights
Exhibit I: Partial Assignment of Declarant Rights
Exhibit J: Purchaser Improved Common Areas -- Legal Description
Exhibit K: List of Subdivision Improvement (to be attached)

RECEIVED
JAN 2 2011

EXHIBIT A

Legal Description of the Property

All that certain real property situate in the County of Clark, State of Nevada, described as follows:

Parcel A:

Lot 301 in Block 9 of CLIFFS EDGE PARENT (a common interest community) as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.

(Now known as: All that land lying with the exterior boundaries of Final Map of Astoria Homes at Cliff's Edge POD 301, (a common interest community) as shown by map thereof on file in Book 139 of Plats, Page 70, in the office of the County Recorder of Clark County, Nevada.

Excepting therefrom Common Element Lot "Y" of Cliff's Edge Parent, as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.)

Parcel B:

Non-exclusive easements for vehicular and pedestrian traffic, as provided for and subject to the terms and conditions as set forth in that certain "Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cliffs Edge (a Nevada Master Planned Community)", recorded October 15, 2003 in Book 20031015 as Document No. 02964, as Amended and Restated by that instrument recorded June 22, 2004 in Book 20040622 as Document No. 03301, of Official Records.

APNs: 126-24-214-001 through 198, inclusive.

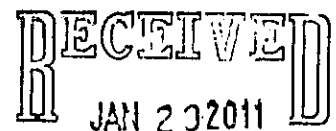


EXHIBIT B

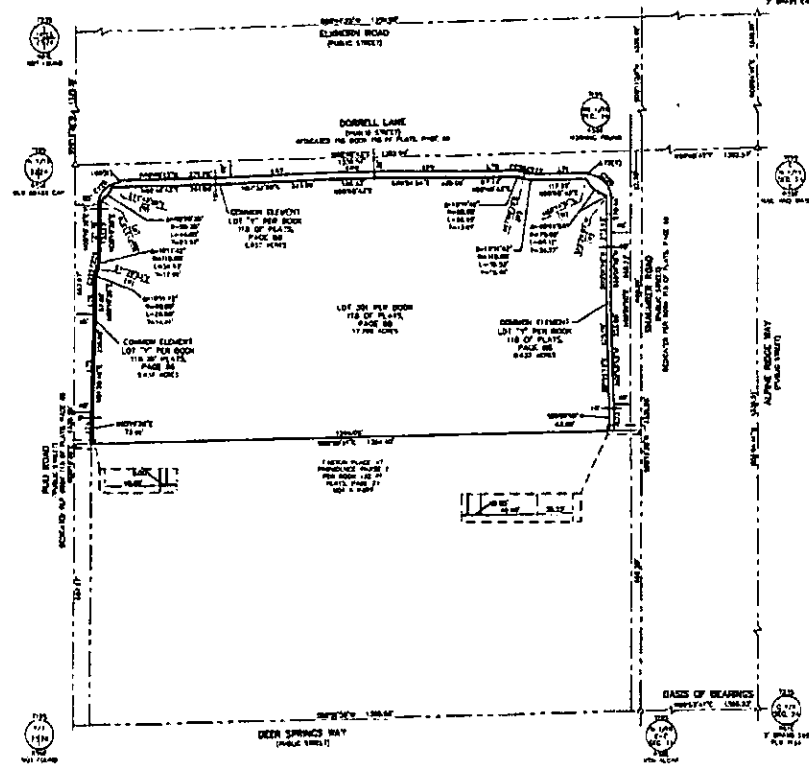
Final Map

[see attached]

RECEIVED
JAN 20 2011

FINAL MAP OF ASTORIA HOMES AT CLIFF'S EDGE POD 301 "A COMMON INTEREST COMMUNITY"

BEING A SUBDIVISION OF LOT 381 OF "CLIFF'S EDGE" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND COMMON ELEMENT LOT 79 OF "CLIFF'S EDGE" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS, LOCATED IN SECTION 34, T. 19 S., R. 98 E., N.M.S., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



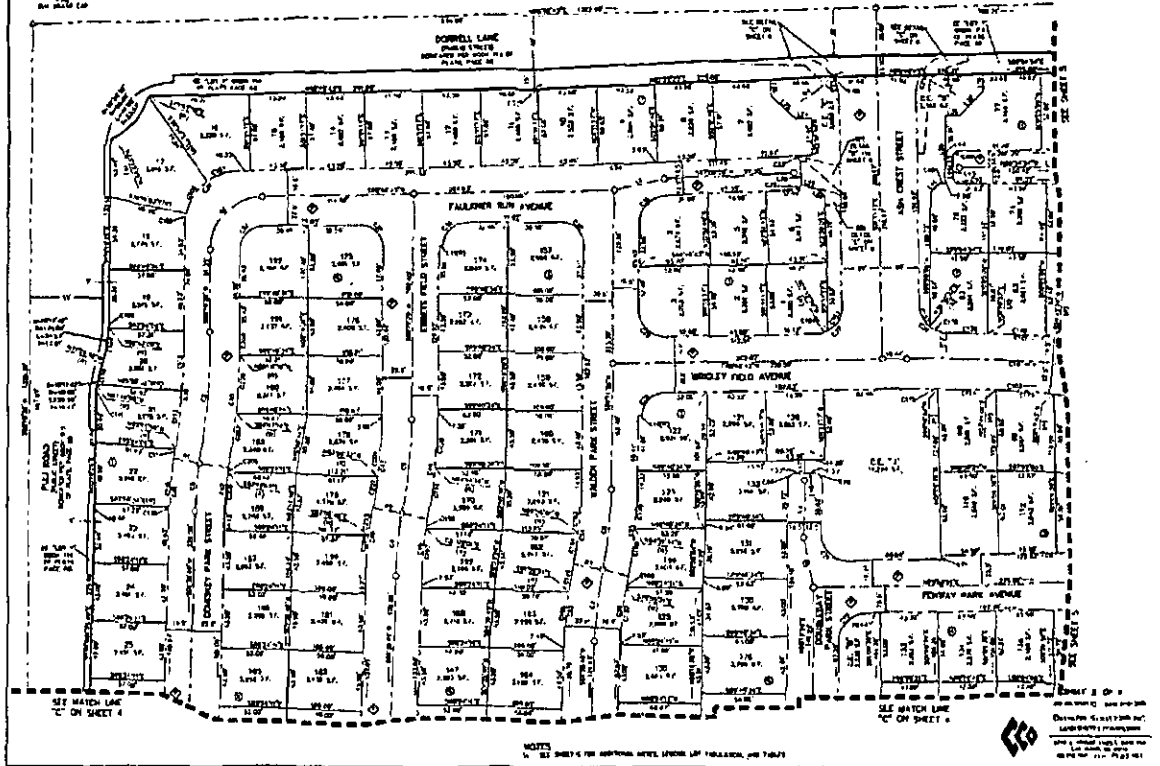
NOTES
1. SEE SHEET 1 FOR ADDITIONAL NOTES REGARDING THIS MAP.

SHEET 2 OF 2
AS PREPARED BY
JANUARY 1, 2011
1/21/11

121/70

FINAL MAP OF ASTORIA HOMES AT CLIFF'S EDGE POD 301 "A COMMON INTEREST COMMUNITY"

BEING A SUBDIVISION OF LOT 301 OF CLIFF'S EDGE, HEREIN AS SHOWN ON MAP THEREOF IN BOOK 118 OF
PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND COMMON ELEMENT LOT "Y" OF CLIFF'S EDGE
PROJECT AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL
RECORDS, LOCATED IN SECTION 21, T. 16 N., R. 20 E., 40 W. 1/4, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



NOTES:
1. SEE SHEET 5 FOR ADDITIONAL MAPS, LOTS, AND TRACTS



Surveyed by: [illegible]
Date: [illegible]
Scale: [illegible]

1/2/11

RECEIVED
JAN 2 2011

BEING A SUBDIVISION OF LOT 301 OF "CLIFFS EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND COMMON ELEMENT LOT "Y" OF "CLIFFS EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS. LOCATED IN SECTION 24, T. 13 S., R. 59 E., N.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

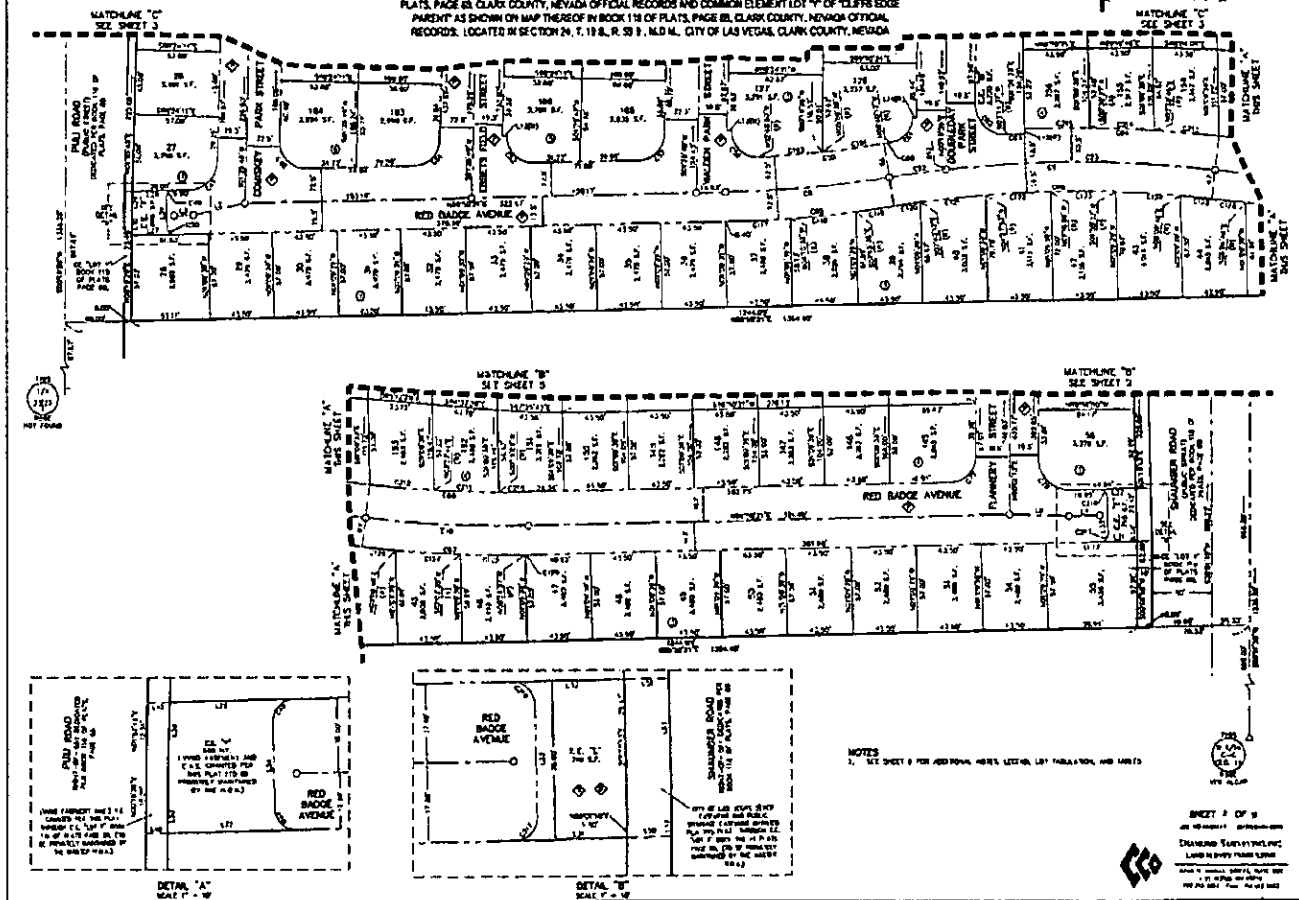
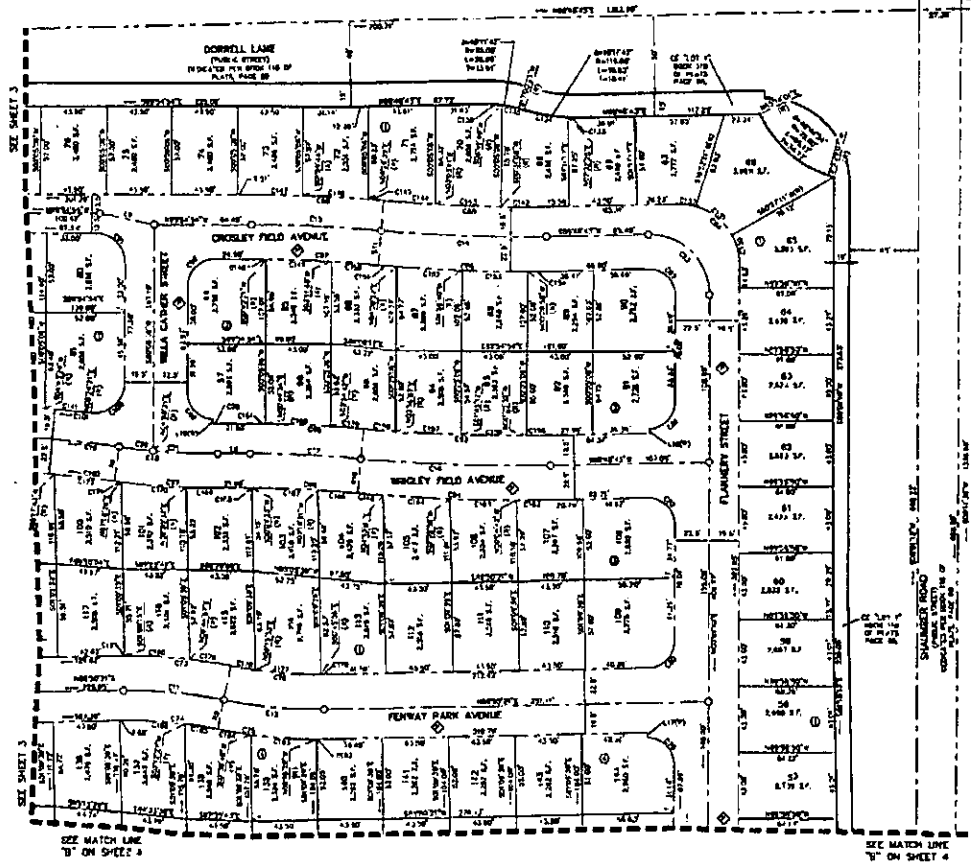


Exhibit B, Page 5

RECEIVED
JAN 2 2011

FINAL MAP OF ASTORIA HOMES AT CLIFF'S EDGE POD 301 "A COMMON INTEREST COMMUNITY"

BEING A SUBDIVISION OF LOT 301 OF "CLIFF'S EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND COMMON ELEMENT LOT 77 OF "CLIFF'S EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS, LOCATED IN SECTION 34, T. 15 S., R. 89 E., N.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



NOTE
1. THIS MAP IS FOR INFORMATION ONLY. IT DOES NOT REPRESENT ANY OTHER MAP.

SHEET 3 OF 3
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 1/11/2011

1/11/20

RECEIVED
JAN 20 2011

BEING A SUBDIVISION OF LOT 301 OF "CLIFFS EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS AND COMMON ELEMENT LOT "C" OF "CLIFFS EDGE PARENT" AS SHOWN ON MAP THEREOF IN BOOK 118 OF PLATS, PAGE 88, CLARK COUNTY, NEVADA OFFICIAL RECORDS; LOCATED IN SECTION 24, T. 19 S., R. 59 E., W. 4 M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

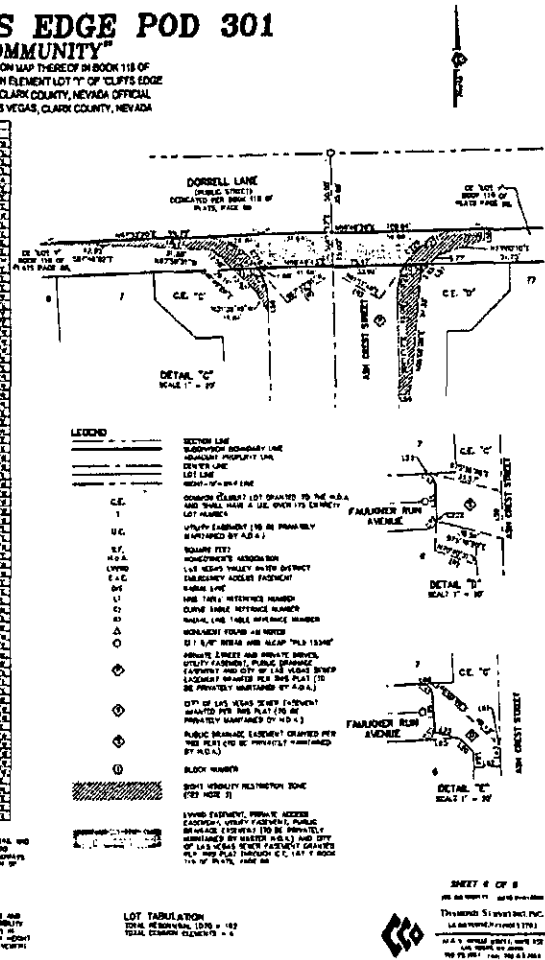
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25	1.00	1.00	1.00	1.00	1.00
26	1.00	1.00	1.00	1.00	1.00
27	1.00	1.00	1.00	1.00	1.00
28	1.00	1.00	1.00	1.00	1.00
29	1.00	1.00	1.00	1.00	1.00
30	1.00	1.00	1.00	1.00	1.00
31	1.00	1.00	1.00	1.00	1.00
32	1.00	1.00	1.00	1.00	1.00
33	1.00	1.00	1.00	1.00	1.00
34	1.00	1.00	1.00	1.00	1.00
35	1.00	1.00	1.00	1.00	1.00
36	1.00	1.00	1.00	1.00	1.00
37	1.00	1.00	1.00	1.00	1.00
38	1.00	1.00	1.00	1.00	1.00
39	1.00	1.00	1.00	1.00	1.00
40	1.00	1.00	1.00	1.00	1.00
41	1.00	1.00	1.00	1.00	1.00
42	1.00	1.00	1.00	1.00	1.00
43	1.00	1.00	1.00	1.00	1.00
44	1.00	1.00	1.00	1.00	1.00
45	1.00	1.00	1.00	1.00	1.00
46	1.00	1.00	1.00	1.00	1.00
47	1.00	1.00	1.00	1.00	1.00
48	1.00	1.00	1.00	1.00	1.00
49	1.00	1.00	1.00	1.00	1.00
50	1.00	1.00	1.00	1.00	1.00
51	1.00	1.00	1.00	1.00	1.00
52	1.00	1.00	1.00	1.00	1.00
53	1.00	1.00	1.00	1.00	1.00
54	1.00	1.00	1.00	1.00	1.00
55	1.00	1.00	1.00	1.00	1.00
56	1.00	1.00	1.00	1.00	1.00
57	1.00	1.00	1.00	1.00	1.00
58	1.00	1.00	1.00	1.00	1.00
59	1.00	1.00	1.00	1.00	1.00
60	1.00	1.00	1.00	1.00	1.00
61	1.00	1.00	1.00	1.00	1.00
62	1.00	1.00	1.00	1.00	1.00
63	1.00	1.00	1.00	1.00	1.00

[illegible]

135/70

Exhibit B, Page 7

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EXHIBIT C

Takedown Schedule

[To be completed and attached during Feasibility Period pursuant to Section 3.01(b)]

Minimum Takedown Obligations at Initial Closing (24 Lots):

Lots ____ through ____ in Block ____, as shown on the Final Map of _____, (a common interest community) on file in Book ____ of Plats, Page _____, in the office of the County Recorder of Clark County, Nevada.

Minimum Takedown Obligations at Second Closing (24 Lots):

Lots ____ through ____ in Block ____, as shown on the Final Map of _____, (a common interest community) on file in Book ____ of Plats, Page _____, in the office of the County Recorder of Clark County, Nevada.

Minimum Takedown Obligations at Third Closing (48 Lots):

Lots ____ through ____ in Block ____, as shown on the Final Map of _____, (a common interest community) on file in Book ____ of Plats, Page _____, in the office of the County Recorder of Clark County, Nevada.

Minimum Takedown Obligations at Fourth Closing (48 Lots):

Lots ____ through ____ in Block ____, as shown on the Final Map of _____, (a common interest community) on file in Book ____ of Plats, Page _____, in the office of the County Recorder of Clark County, Nevada.

Minimum Takedown Obligations at Fifth Closing (48 Lots):

Lots ____ through ____ in Block ____, as shown on the Final Map of _____, (a common interest community) on file in Book ____ of Plats, Page _____, in the office of the County Recorder of Clark County, Nevada.

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EXHIBIT D

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made this ____ day of _____, 20____, by and between HOF Financial I, LLC, a Delaware limited liability company ("Assignor"), and PARDEE HOMES OF NEVADA, a Nevada corporation, its nominees or assigns ("Assignee").

RECITALS

- A. Assignor and Assignee entered into that certain Contract of Sale, dated as of _____, 2010 (the "Agreement"), respecting the sale of certain property.
- B. Under the Agreement, Assignor is obligated to assign its rights as to or against any person or entity which performed any services or work of improvement on or for the Property (defined in the Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor assigns, sells, transfers, sets over and delivers unto Assignee any and all of Assignor's rights as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, as defined in the Agreement, including, without limitation, any warranties or other contractual rights or claims. Assignor makes no warranty or representation with respect to such rights, warranties or claims, except as set forth in the Agreement, if any.
2. Assignee acknowledges that rights under certain contracts may not be assignable by Assignor or may have restrictions on assignability pursuant to certain contractual provisions. Such restrictions on assignability, if any, shall not be considered a breach of this Assignment or the Agreement. Assignor agrees to cooperate with Assignee, at no cost to Assignor, to arrange for the assignment to Assignee of any such items' rights, warranties or claims with restricted assignability.
3. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.
4. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Nevada, without giving effect to the principles of the conflicts of laws.
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

HOF Financial I, LLC
a Delaware limited liability company

By: Housing Capital Company,
a Minnesota Partnership, its Sole Member

By: DFP Financial, Inc.,
a California corporation, its Managing Partner

By: _____
Name: Russ Wakeham
Title: Vice President

ASSIGNEE:

PARDEE HOMES OF NEVADA, a Nevada corporation,

By: _____
Name: _____
Title: _____

Date: _____, 2010

By: _____
Name: _____
Title: _____

Date: _____, 2010

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JAN 23 2011

EXHIBIT E

FORM GROUND LEASE

This GROUND LEASE ("Lease"), is entered into as of this ____ day of _____, 20____, by and between HOF Financial I, LLC, a Delaware limited liability company (hereinafter called "Landlord"), and Pardee Homes of Nevada, a Nevada corporation, its nominees or assigns (hereinafter called "Tenant").

RECITALS

WHEREAS, Landlord, as seller, has entered into a certain Contract for Sale (the "Purchase Contract"), with Tenant, as buyer, for the sale of up to 192 residential lots in the Astoria Homes at Cliff's Edge Pod 301 subdivision (the "Subdivision") located in Clark County, Nevada;

WHEREAS, Landlord has agreed in the Purchase Contract to lease to Tenant a lot within the Subdivision as a site for a sales trailer, construction trailer, parking lot, and related uses ("Tenant's Intended Use"), upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and the Tenant agree as follows:

1. Subject Property. Landlord, for the term and subject to the provisions and conditions hereof, leases to Tenant, and Tenant rents from Landlord, the land (hereinafter referred to as the "Property" and more particularly delineated on the site plan annexed hereto as Exhibit A), consisting of Lot(s) _____ on the Final Map of the Astoria Homes at Cliff's Edge Pod 301 subdivision, together with all of Landlord's easements and rights appurtenant to the Property, in, over and upon adjoining and adjacent public and private land, highways, roads, streets, lanes and other areas reasonably required for the Tenant's Intended Use, but only to the extent of Landlord's interest in such easements and rights appurtenant.

2. Term.

- a. Duration. This Lease shall become fully effective as of the date of execution and delivery of this Lease by Landlord and Tenant and Base Rent shall begin to accrue on _____, _____ and shall continue from month to month until the earlier to occur of (i) the close of escrow on Tenant's purchase of the Property pursuant the Purchase Contract; (ii) Tenant provides Landlord with a Notice of Termination (defined in subsection (b) below); or (iii) the Lease is terminated pursuant to the terms of subsection (c) below (such period being the "Lease Term").

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b. Termination by Tenant. Tenant may, in its sole and absolute discretion, terminate this Lease at any time during the Lease Term for any reason, or no reason, by delivering to Landlord thirty (30) days written notice ("Notice of Termination").

c. Termination by Landlord. Landlord may terminate this Lease only upon an Event of Default (defined in Section 7 below) on the part of Tenant that is not timely cured by Tenant pursuant to the terms of Section 7 below. If such default is timely cured by Tenant, the Lease shall continue until later terminated pursuant to the terms of this Section 2. If such default is not timely cured by Tenant, Landlord may then send Tenant a Notice of Termination, in which case Tenant shall have thirty (30) days to vacate the Property.

3. Rent.

a. During the Lease Term, Tenant shall pay monthly base rent to Landlord in equal monthly installments of One Dollar (\$1.00) ("Base Rent"). In the event Tenant fails to take down the Lots pursuant to the terms and conditions of the Purchase Contract and in the manner described in the Takedown Schedule, attached thereto as Exhibit C, the monthly Base Rent payable to Landlord in equal monthly installments shall become Seven Hundred Fifty Dollars (\$750.00).

b. Tenant shall not be responsible for operating expenses incurred by Landlord for the Property including, but not limited to, property taxes, Landlord's insurance, and property management fees. Notwithstanding the foregoing, during the Lease Term, Tenant shall be responsible for any utility charges resulting from Tenant's use of the Property and any damage to any of the improvements located on the Property.

c. All Base Rent shall be due and payable on or before the first day of each calendar month of the Lease Term and payable at Landlord's address set forth in Section 5 below.

4. Use of the Property. The Property shall be used by Tenant as a site for a sales trailer, construction trailer, a parking lot of sales or construction activities and uses ancillary thereto.

a. Governmental Requirements. Tenant shall at all times comply with any and all federal, state and local statutes, regulations, ordinances, and other requirements of any of the constituted public authorities relating to its use and occupancy of the Property.

b. Liens. Tenant shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens arising from or any claim for damage, but Tenant shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property; and Tenant agrees to indemnify, protect, defend and hold Landlord and Landlord's employees, general partners, directors, agents and representatives and their successors and assigns ("Landlord's Indemnitees") and the Property free and harmless from all liability for any and all

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such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

c. Surrender. Upon the termination of this Lease for any cause whatsoever: Tenant shall immediately remove all trailers, equipment, construction materials and other possession of Tenant from the Property and repair any damage thereto (ordinary wear and tear associated with the use of the Property permitted hereunder).

d. As Is, Where Is Condition of the Property. Tenant has inspected the Property, and Tenant acknowledges and agrees that for the purposes of this Lease it is accepting the Property AS IS, WHERE IS, WITH ALL FAULTS. This provision shall not affect or impair any of Tenant's rights under the Purchase Contract.

e. Maintenance of Property, Equipment and Facilities. Tenant shall inspect the Property and all equipment and facilities located thereon as often as is necessary to ensure that such equipment and facilities are safe and structurally sound. Tenant shall be responsible, at its sole expense, for maintaining and repairing all facilities and equipment on the Property.

5. Notices. All bills, statements, notices or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing delivered personally or sent by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized delivery service such as FedEx, UPS, and DHL as follows:

If to Landlord: HOF Financial I, LLC
c/o Housing Capital Company
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626
Attn: Russ Wakeham
Tel: (714) 433-2300, ext. 14
Fax: (714) 433-2454

With a copy to: HOF Financial I, LLC
c/o Housing Capital Company
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626
Attn: Karen Goodbody
Tel: (714) 433-2300, ext. 18

If to Tenant: Pardee Homes
Attn: Jim Stringer, Jr., Director of Land Acquisition
10880 Wilshire Boulevard, Suite 1900
Los Angeles, CA 90024-4101
Tel: (310) 475-3525, ext. 209
Fax: (310) 446-1295

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or to such other person or place as a party may designate by notice as aforesaid. All notices must be in writing and must be sent by personal delivery, by United States registered or certified mail (postage prepaid), or by an independent overnight nationally recognized courier service (next business day delivery), addressed to the addresses specified below or at such other place as either party may designate to the other party by written notice given in accordance with this Section. Notices given by mail are deemed delivered within two (2) business days after the party sending the notice deposits the notice with the United States Post Office. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 5. The addresses for all notices shall be in the United States and shall not include post office boxes or similar delivery addresses. "Business day(s)" means any day other than Saturday, Sunday or a legal holiday in the State of Nevada.

6. Commercial General Liability Insurance; Indemnification.

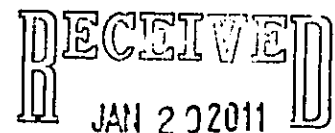
a. Insurance. Tenant shall at all times during the period in which it has any occupancy rights in the Property, maintain in full force and effect comprehensive commercial general liability insurance, protecting against bodily injury, broad form property damage and personal injury with aggregate limits of \$1,000,000 for any one-occurrence. A certificate of insurance shall be deposited with Landlord on or before the Commencement Date.

b. Indemnification. Tenant shall indemnify, protect, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's Indemnitees harmless from any and all liabilities, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, asserted by third parties and arising out of the use of the Property by Tenant or by Tenant's employees, general partners, directors, agents, licensees and representatives and their successors and assigns (the "Tenant Parties"), out of the conduct of Tenant's business, out of anything done by Tenant or the Tenant Parties, or permitted by Tenant to be done, in or about the Property. Landlord need not first have paid any such expense in order to be so indemnified. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify, defend or hold Landlord harmless for any loss, liability or damage caused by the negligence or intentional acts of Landlord or Landlord's Indemnitees. The provisions of this Section 6.b shall survive the expiration or earlier termination of this Lease.

7. Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease.

a. Failure to Pay Base Rent. Tenant fails to pay Base Rent when due and such failure is not cured within thirty (30) days after Landlord delivers to Tenant a Notice of Default citing Tenant's failure to pay Base Rent when due.

b. Failure to Perform. Tenant breaches or fails to perform any of Tenant's material nonmonetary obligations under this Lease and such breach or failure is not cured within thirty (30) days after Landlord delivers to Tenant a Notice of Default describing Tenant's breach or failure; provided that if Tenant is not able through the use of commercially reasonable efforts to cure such breach or failure within a thirty (30) day period, Tenant's breach or failure is not an Event of Default if Tenant commences to cure such breach or failure within



the thirty (30) day period and thereafter diligently pursues the cure and effects the cure to completion.

8. **Utilities.** During the Lease Term, Tenant shall be permitted to cause utilities to be connected to any equipment and any improvements installed on the Property. In accordance with Section 3.b. above, Tenant, at Tenant's sole expense shall be responsible for all utility installation, connection, and use charges resulting from Tenant's use or occupancy of the Property.

9. **Quiet Enjoyment.** Tenant, upon payment of all rent and performance of all obligations imposed under this Lease, shall have the peaceful and quiet enjoyment of the Property without hindrance or disturbance by Landlord or those claiming by, through, or under Landlord. Landlord agrees to use commercially reasonable efforts to protect and effect Tenant's right to quiet enjoyment of the Property.

10. **Brokers.** None

11. **Attorney's Fees.** In case it should be necessary or proper for Landlord or Tenant to bring any action under this Lease or to consult or place said Lease, or any amount payable by Landlord or Tenant thereunder, with an attorney concerning or for the enforcement of any of Landlord's or Tenant's rights hereunder, then the non-prevailing party agrees in each and any such case to pay to the prevailing party on demand for all reasonable attorney's fees.

12. **Governing Law; Severability.** This Lease shall be governed by and construed pursuant to the laws of the State of Nevada. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Lease shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Lease shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

13. **Prior Agreements; Amendments.** This Lease constitutes the entire agreement between the parties relating to the subject matter contained herein. Neither party hereto has made any representations or promises except as contained herein. No agreement hereinafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by both Landlord and Tenant.

14. **No Partnership.** This Lease shall not be construed to create or constitute any form of agency, partnership or joint venture between the parties.

15. **Authority.** Each person signing this Lease represents and warrants that he/she has full authority to do so and that performance by the parties of all of the obligations contained herein have been duly authorized by all requisite actions.

[SIGNATURES ON FOLLOWING PAGE]

RECEIVED
JAN 20 2011

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives on the day and year written below.

LANDLORD:

HOF Financial I, LLC
a Delaware limited liability company

By: Housing Capital Company,
a Minnesota Partnership, its Sole Member

By: DFP Financial, Inc.,
a California corporation, its Managing Partner

By: _____
Name: Russ Wakeham
Title: Vice President

Date: _____

TENANT:

PARDEE HOMES OF NEVADA, a Nevada corporation,

By: _____

Name: _____

Title: _____

Date: _____, 2010

By: _____

Name: _____

Title: _____

Date: _____, 2010

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JAN 20 2011

EXHIBIT F

Memorandum of Agreement

APN(s):

WHEN RECORDED MAIL TO:

MEMORANDUM OF CONTRACT OF SALE

THIS MEMORANDUM OF CONTRACT OF SALE (this "Memorandum") is made as of _____, 2010, between HOF Financial I, LLC, a Delaware limited liability company ("Seller"), and Pardee Homes Nevada, a Nevada corporation, its nominees or assigns ("Purchaser"), who agree as follows:

Recitals

A. Seller is the owner of that certain real property situated in the City of Las Vegas, County of Clark, State of Nevada, as described on Exhibit "I" attached hereto and incorporated herein by this reference ("Property").

B. Seller and Purchaser have entered into that certain Contract of Sale, dated _____, 2010 (the "Contract"), with respect to the sale of the Property, upon and subject to the provisions and conditions set forth therein. The Contract is incorporated herein by this reference.

Provisions

1. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Contract and is not intended to modify or change the provisions of the Contract.

3. To the extent of any inconsistency between the Contract and this Memorandum, the Contract shall control.

4. This Memorandum shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

[Signatures appear on the following pages.]

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JUL 2 2011

SELLER:

HOF Financial I, LLC
a Delaware limited liability company

By: Housing Capital Company,
a Minnesota Partnership, its Sole Member

By: DFP Financial, Inc.,
a California corporation, its Managing Partner

By: _____
Name: Russ Wakeham
Title: Vice President

STATE OF _____

ss.

County of _____

This instrument was acknowledged before me this _____ day of _____, 20__, by
Russ Wakeham, as Managing Partner of DFP Financial, Inc., a California corporation, the
Managing Partner of Housing Capital Company, a Minnesota Partnership, the sole Member of
HOF Financial, LLC, a Delaware limited liability company.

(Signature of notarial officer)

(Seal, if any)

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JAN 23 2011

PARDEE HOMES OF NEVADA, a Nevada corporation,

By: _____
Name: _____
Title: _____

Date: _____, 2010

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

(Signature of notarial officer)

(Seal, if any)

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JAN 20 2011

EXHIBIT G

Seller's Letter for Compliance with FASB Interpretation No. 46

[Date]

Pardee Homes Nevada
Attn: Jim Stringer, Jr., Director of Land Acquisition
10880 Wilshire Boulevard, Suit 1900
Los Angeles, CA 90024-4041

Re: Contract of Sale (the "Contract"), dated effective _____, 2010 between HOF Financial I, LLC, a Delaware limited liability company ("Seller") and Pardee Homes of Nevada, a Nevada corporation, its nominees or assigns ("Purchaser") in connection with the sale and purchase of approximately 192 single-family lots situated in Astoria Homes at Cliff's Edge Pod 301, a subdivision in Clark County, Nevada (the "Property")

Dear _____:

In connection with Purchaser's compliance with FASB Statement No. 167, Amendments to FASB Interpretation No. 46(R) (Consolidation of Variable Interest Entities), Seller is providing the information below in order for Purchaser and its affiliates to determine Purchaser's accounting treatment of its interests related to the Contract.

Pursuant to this letter, Seller hereby confirms that Seller's legal name is HOF Financial I, LLC, which was formed in Delaware as a limited liability company. Seller owns assets other than the Property subject to the Contract. As of the effective date of the Contract, the Property represented ____ % or less of the total fair value of the assets owned by Seller.

The undersigned acknowledges that the information provided herein is accurate and complete to the best of his or her knowledge.

a _____

By: _____
Name: _____
Title: _____

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JAN 20 2011

EXHIBIT H

Notice of Assignment of Declarant Rights

APN: _____

WHEN RECORDED MAIL TO:

HOF Financial I, LLC
c/o Loan Administration Loan #1575H
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626

**NOTICE OF ASSIGNMENT AND ACCEPTANCE OF
DECLARANT'S RIGHTS UNDER
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR**

This Notice of Assignment and Acceptance of Declarant's Rights Under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ (this "Instrument") is made and delivered by HOUSING CAPITAL COMPANY, a Minnesota Partnership ("Housing Capital") and HOF FINANCIAL I, LLC, a Delaware limited liability company ("Assignee"), to be effective as of _____, 2010 ("Effective Date").

RECITALS

A. On or about _____, Housing Capital made a loan in the original principal amount of \$ _____ ("Loan") to _____, a Nevada corporation ("Original Declarant"). The Loan was secured, by among other things, that certain Construction Deed of dated as of _____, made by Original Declarant, for the benefit of Housing Capital as recorded on _____, in Book _____ as Instrument _____ in the Official Records of the Clark County, Nevada Recorder (the "Deed of Trust"), and that certain Collateral Assignment of Licenses, Permits and Developer's Rights dated as of _____, made by Original Declarant, for the benefit of Housing Capital as recorded on _____, in Book _____ as Instrument _____ in the Official Records of the Clark County, Nevada Recorder (the "Collateral Assignment"), both of which were made with respect to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. On _____, Original Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ in Book _____ as Instrument in the Official Records of the Clark County, Nevada Recorder (the "Declaration"). Under the Declaration, Original Declarant reserved rights, title and interests and privileges as "Declarant" thereunder, including "special declarant rights" as defined in NRS 116.089, with respect to the Real Property.

C. Effective as of _____, 20____, Housing Capital assigned all of its right, title and interest as lender in, to and under the Loan, including the Collateral Assignment, to Assignee.

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JAN 20 2011

D. On _____, 20 __, a trustee's sale was held pursuant to the power sale under the Deed of Trust and Assignee was the successful bidder at such trustee's such sale.

E. Neither Housing Capital nor Assignee has at any time exercised any of the declarant's rights under the Declaration.

NOW, THEREFORE, the parties agree as follows:

1. Notice of Assignment of Loan and Security. Notice is hereby given of the assignment by Housing Capital of its rights under the Collateral Assignment to Assignee, and this Instrument shall be effective to assign and transfer to Assignee all of Housing Capital's rights under the Collateral Assignment.

2. Declarant Rights Assigned Under the Collateral Assignment. The Collateral Assignment expressly includes all of Original Declarant's rights, title and interests and privileges as "Declarant" under any declaration of covenants, conditions and restrictions encumbering the real property described therein, including all "special declarant rights" as defined in NRS 116.089, and the right to approve amendments to the declaration and the articles and bylaws of any common-interest community (collectively, the "Declarant Rights"). As such, the Declarant Rights assigned under the Collateral Assignment include all of Original Declarant's rights, title and interests and privileges as "Declarant" under the Declaration, including all "special declarant rights" as defined in NRS 116.089, and the right to approve amendments to the declaration and the articles and bylaws of any common-interest community.

3. Limitations Under the Collateral Assignment. The assignment of the Declarant Rights under the Collateral Assignment was made subject to Assignee's right to accept or exercise the Declarant Rights. The Collateral Assignment further provided that the Declarant Rights will survive any exercise of the power sale under the deed of trust delivered in connection with the Loan.

4. Effect. Assignee hereby declares its intention to hold the Declarant Rights solely for transfer to another person pursuant to NRS 116.31043(4). Notwithstanding anything to the contrary herein, Assignee does not intend upon the effectiveness of this Instrument to exercise any of the Declarant Rights, other than the right to control the executive board in accordance with NRS 116.1032. Assignee reserves the right any time after the recordation hereof to further record an instrument permitting exercise of those rights by its future assignees.

5. Liability. This Instrument shall not operate to relieve Original Declarant of any obligation, liability or warranty arising under the Declaration or NRS Chapter 116, nor shall this Instrument operate to impose any such obligations, liabilities and warranties on Assignee.

7. Governing Law; Assigns. This Instrument shall be governed by the laws of the State of Nevada and shall be binding upon, and shall inure to the benefit of, Housing Capital and Assignee and their respective successors and assigns.

8. Severability. If any provision of this Instrument shall be held to be invalid or unenforceable, the rest of the Instrument shall be enforced without the invalid or the unenforceable provision.

9. Counterparts. This Instrument may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, Housing Capital and Assignee have executed and delivered this Instrument to be effective as of the Effective Date.

HOUSING CAPITAL:

HOUSING CAPITAL COMPANY,
a Minnesota Partnership

By: DFP Financial, Inc., a California corporation,
its Managing Partner

By: _____
Russ Wakeham, Vice President

ASSIGNEE:

HOF FINANCIAL I, LLC,
a Delaware limited-liability company

By: Housing Capital Company, a Minnesota
Partnership, its Sole Member

By: DFP Financial, Inc., a California
corporation, its Managing Partner

By: _____
Russ Wakeham, Vice President

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____ by Russ Wakeham as
Vice President of DFP Financial, Inc., as the Managing Partner of HOUSING CAPITAL COMPANY.

Notary Public

My commission expires: _____

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____ by Russ Wakeham as
Vice President of DFP Financial, Inc., as the Managing Partner OF HOUSING CAPITAL COMPANY,
as the Sole Member of HOF FINANCIAL I, LLC.

Notary Public

My commission expires: _____

RECEIVED
JAN 20 2011

Exhibit "A"

Legal Description of the Real Property

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EXHIBIT I

Partial Assignment of Declarant Rights

APN: _____

WHEN RECORDED MAIL TO:

PARDEE HOMES NEVADA
10880 Wilshire Boulevard, Suit 1900
Los Angeles, CA 90024-4041
Attn: Jim Stringer, Jr.

**NOTICE OF PARTIAL ASSIGNMENT AND ACCEPTANCE OF
DECLARANT'S RIGHTS UNDER
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR**

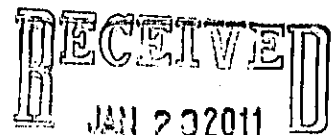
This Notice of Partial Assignment and Acceptance of Declarant's Rights Under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ (this "Assignment") is made and delivered by HOF FINANCIAL I, LLC, a Delaware limited liability company ("Assignor") and PARDEE HOMES OF NEVADA, a Nevada corporation, its nominees or assigns ("Assignee").

RECITALS

A. On or about _____, Housing Capital made a loan in the original principal amount of \$ _____ ("Loan") to _____, a Nevada corporation ("Original Declarant"). The Loan was secured, by among other things, that certain Construction Deed of dated as of _____, made by Original Declarant, for the benefit of Housing Capital as recorded on _____, in Book _____ as Instrument _____ in the Official Records of the Clark County, Nevada Recorder (the "Deed of Trust"), and that certain Collateral Assignment of Licenses, Permits and Developer's Rights dated as of _____, made by Original Declarant, for the benefit of Housing Capital as recorded on _____, in Book _____ as Instrument _____ in the Official Records of the Clark County, Nevada Recorder (the "Collateral Assignment"), both of which were made with respect to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. On _____, Original Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ in Book _____ as Instrument in the Official Records of the Clark County, Nevada Recorder (the "Declaration"). Under the Declaration, Original Declaration reserved rights, title and interests and privileges as "Declarant" thereunder, including "special declarant rights" as defined in NRS 116.089, with respect to the Real Property.

C. Effective as of _____, 200__, Housing Capital assigned all of its right, title and interest as lender in, to and under the Loan, including the Collateral Assignment, to Assignee.



D. Pursuant to that certain Notice of Assignment and Acceptance of Declarant's Rights Under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ as recorded on _____, 200____, in Book _____ as Instrument _____ in the Official Records of the Clark County, Nevada Recorder ("Notice of Assignment"), Assignor accepted the Declarant's Rights with the express its intention to hold the Declarant Rights solely for transfer to another person pursuant to NRS 116.31043(4).

E. Assignor has not at any time exercised any of the Declarant's Rights under the Declaration.

F. As of the date of the recordation of this Assignment (the "Effective Date"), Assignor has acquired title to that certain real property described on described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property").

NOW, THEREFORE, the parties agree as follows:

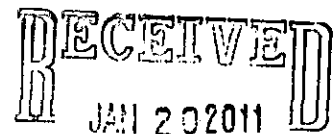
1. Assignment. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, those certain rights and obligations as "Declarant" under the Declaration specifically set forth in NRS 116.089(1), (2) [but only the developmental rights described in NRS 116.039(1) and (2)], (3) and (4) (the "Assigned Special Declarant's Rights"); but (i) only with respect to the Subject Property, and (ii) on the express condition and agreement that the Assigned Special Declarant's Rights are assigned to Assignee on a non-exclusive, co-use basis, it being the intent that Assignor retain all Declarant Rights. Assignor further agrees that the Assigned Special Declarant's Rights shall include an exemption from Architectural Review Committee approval to the fullest extent provided under the Declaration such that Assignee shall have no obligation to obtain Architectural Review Committee approval or any other approval or consent under the Declaration with respect to the Subject Property.

2. Annexation.

a. Assignee hereby covenants and agrees to cause all Lots within the Subject Property to be annexed into and made subject to the Declaration. The timing of such annexation(s) shall be in Assignee's sole discretion; provided, however, that each Lot within the Subject Property must be so annexed prior to being conveyed to a Purchaser. Such annexation(s) shall conform to the express requirements of the Declaration and NRS Chapter 116. Nothing contained in this Section 2(a) shall limit or modify the rights of Assignor under Section 15.1 of the Declaration to unilaterally execute and Record an Annexation Amendment in the event that a Lot is transferred to a Purchaser prior to the annexation thereof as required herein.

b. Assignee hereby covenants and agrees to cause all Common Elements within the Subject Property (if any) to be conveyed to the Association following the completion of the improvements landscape and drainage improvements thereon. The timing of such conveyance(s) shall be in Assignee's sole discretion; provided, however, that all Common Elements within the Subject Property must be so conveyed to the Association prior to the conveyance of the last Lot owned by Assignee within the Subject Property to a Purchaser. Such conveyance(s) shall conform to the express requirements of the Declaration and NRS Chapter 116.

3. No Prior Transfer. Assignor represents and warrants to Assignee that as of the Effective Date, Assignor has not previously assigned, pledged or transferred any of Assignor's Declarant Rights under the Declaration and that Assignor is the current holder of such rights and has the legal right to assign such rights to Assignee.



4. Address for Future Notices. From and after the Effective Date, all notices delivered to Assignee in its capacity as a successor declarant hereunder shall be given to Assignee at _____.

5. Effect. Assignor hereby reaffirms its express intention to hold the Declarant Rights solely for transfer to another person pursuant to NRS 116.31043(4). Notwithstanding anything to the contrary herein, Assignor does not intend upon the effectiveness of this Assignment to exercise any of the Declarant Rights, other than the right to control the executive board in accordance with NRS 116.1032. Assignor reserves the right any time after the recordation hereof to further record an instrument permitting exercise of those rights by its future assignees.

6. Governing Law; Assigns. This Assignment shall be governed by the laws of the State of Nevada and shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to be effective as of the Effective Date.

ASSIGNOR:

HOF FINANCIAL I, LLC,
a Delaware limited-liability company

By: Housing Capital Company, a Minnesota
Partnership, its Sole Member

By: DFP Financial, Inc., a California
corporation, its Managing Partner

By: _____
Russ Wakeham, Vice President

ASSIGNEE:

PARDEE HOMES OF NEVADA,
a Nevada corporation,

By: _____
Name: _____
Title: _____

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STATE OF NEVADA

COUNTY OF CLARK

This Assignment was acknowledged before me on _____, 20____ by Russ Wakeham as Vice President of DFP Financial, Inc., as the Managing Partner of Housing Capital Company, as the Sole Member of HOF FINANCIAL I, LLC.

Notary Public

My commission expires: _____

STATE OF NEVADA

COUNTY OF CLARK

This Assignment was acknowledged before me on _____, 20____ by _____ as _____ of Pardee Homes of Nevada, a Nevada corporation.

Notary Public

My commission expires: _____

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Exhibit "A"

Legal Description of the Subject Property

[Legal Description of Takedown Phase to be added at each Closing]

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EXHIBIT J

Purchaser Improved Common Areas – Legal Description

All that certain real property situate in the County of Clark, State of Nevada, described as follows:

Common Element Lots "C", "D", "E" and "F" in Block 1; and Common Element Lots "A" and "B" in Block Block 3 of Astoria Homes at Cliff's Edge POD 301 "A Common Interest Community", as shown by map thereof on file in Book 139 of Plats, Page 70, in the office of the County Recorder of Clark County, Nevada.

APNs: 126-24-214-193 through 198

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EXHIBIT K

List of Subdivision Agreements

[To be attached]

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