

RECORDING REQUESTED BY
Old Republic Title Agency



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLÉ

ORDER #: 4723004477-TK

DATE/TIME: 06/08/09 1250
FEE: \$17.00
PAGES: 6
FEE NUMBER: 2009-057815

WHEN RECORDED MAIL TO:
Lloyd W. Fleming and Christine A. Fleming
5133 West Pueblo Drive
Eloy, AZ 85231

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For valuable consideration, receipt of which is hereby acknowledged, SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell and convey to

Lloyd W. Fleming and Christine A. Fleming, husband and wife

whether one or more, "Grantee") the real property located in Pinal County, Arizona, more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Pursuant to ARS 33-404, Beneficiaries names and addresses are attached.

SUBJECT TO: (a) current taxes, assessments, reservations in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by an inspection or an accurate ALTA/ACSM survey of the Property; (c) the reservation to Grantor, its successors and assigns of all water, oil, gas and minerals in, on or under the Property or that may be produced from the Property and all mineral rights relating to the Property; and (d) the matters set forth on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by this reference.

See Exhibit "B" for Grantee's acknowledgement regarding Home Builder's Limited Warranty.

See Exhibit "C" for Grantee's acknowledgement regarding the Recreational Amenities Fee.

Grantor warrants title as against its own acts and none other, subject to the matters set forth above.

DATED: 5/26/09

GRANTOR:

SUN LAKES – CASA GRANDE
DEVELOPMENT, LLC,
a Delaware limited liability company

By: Arlington Property Management
Company, an Arizona corporation,
its Manager

By: *Paula Robinson*
Paula Robinson
Its: Controller

STATE OF ARIZONA)

County of Maricopa)

) ss.
)

The foregoing instrument was acknowledged before me this 27th day of May, 2009, by Paula Robinson, as Controller of Arlington Property Management Company, an Arizona corporation, on behalf of the corporation, as Manager of Sun Lakes – Casa Grande Development, LLC, a Delaware limited liability company, on behalf of the company.

Cheryl Calvert
Notary Public

My commission expires: 02-29-2012



CHERYL CALVERT
Notary Public—Arizona
Maricopa County
Expires on 02/29/2012

ORDER NO. : 4723004477-TK

EXHIBIT A

Lot 225, ROBSON RANCH – CASA GRANDE UNIT SIX, according to Cabinet F, Slide 124, and Affidavit of Correction recorded at Fee No. 2006-9259, records of Pinal County, Arizona.

EXCEPT all water, oil, gas, minerals and rights thereto.


Robson Ranch

EXHIBIT "B"

Grantee acknowledges that, in conjunction with Grantor's conveyance of the Property, Grantor is issuing a "Home Builder's Limited Warranty" to Grantee. The Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, and, to the extent permitted by applicable law, all other express or implied warranties have been, and hereby are, waived by Grantee. The Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date this deed is recorded, and shall remain in effect with respect to the Property for such nine (9) year period. Properly interested parties may obtain a copy of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to the address set forth below.

Sun Lakes - Casa Grande Development, LLC
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attn: Legal Department

Buyer



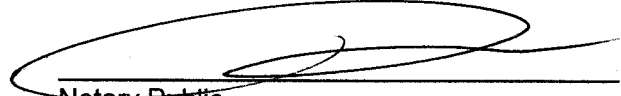
Lloyd W. Fleming



Christine A. Fleming

Provinc
State of *Ontario*
County of *Frontenac*

Acknowledged before me on this 28th day of May, 2009, by
Lloyd W. Fleming and Christine A. Fleming



Notary Public
Robert Nelson

My Commission Expires: *At the pleasure of the King's Bench*

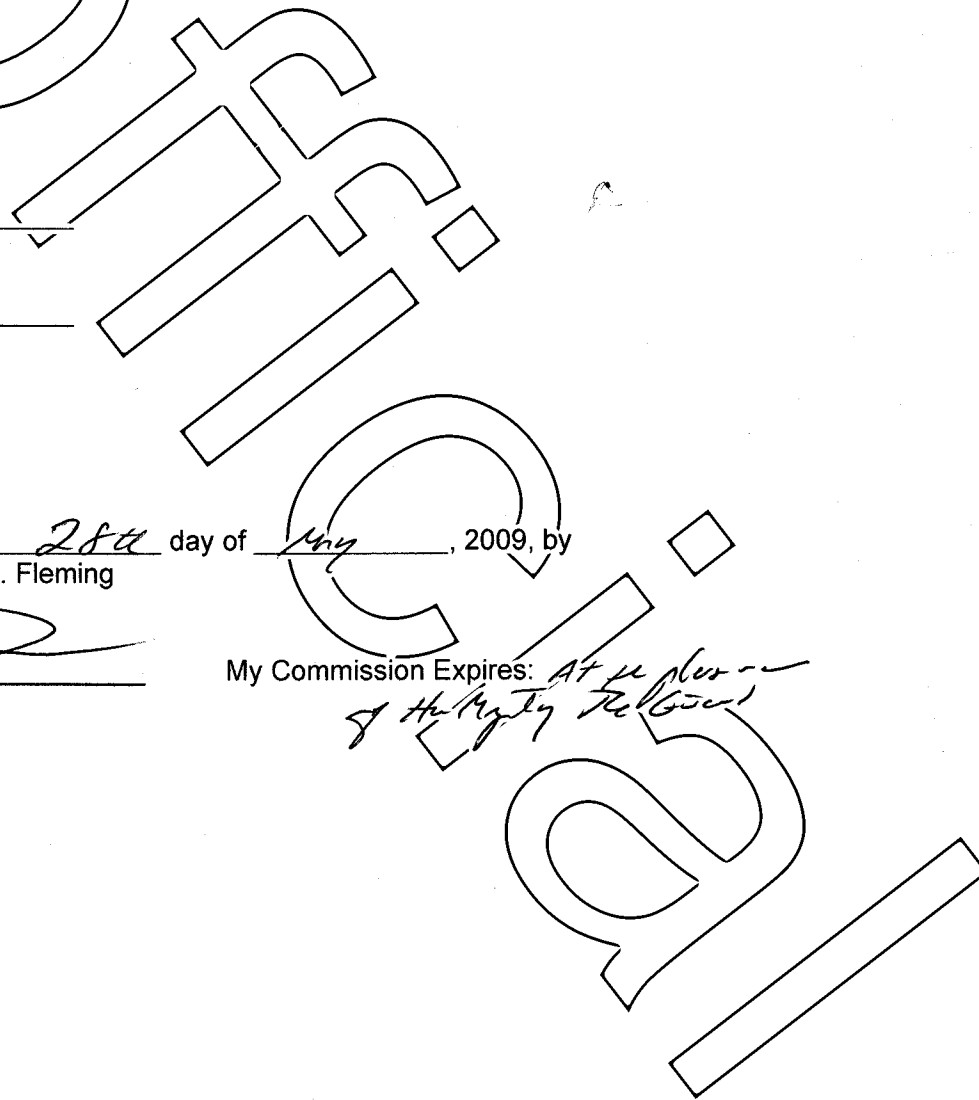
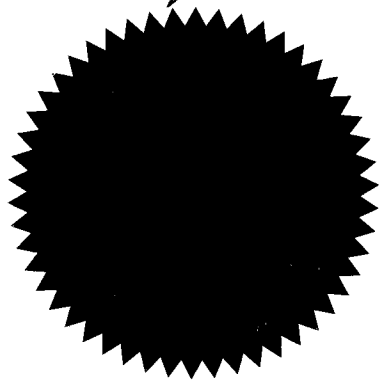
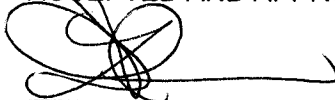


EXHIBIT "C"

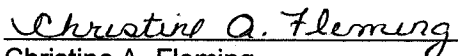
RECREATIONAL AMENITIES FEE ACKNOWLEDGEMENT

1. In addition to the foregoing, the subject property is being conveyed subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee") of \$26.22 per month, as increased based on increases in the CPI as set forth below, to the Robson Ranch - CG Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association"), until the date that is 40 years from the date this deed is recorded.
2. The Amenities Fee shall be adjusted upward as of January 1 of each year (the "Adjustment Date"), commencing January 1, 2007, to reflect changes in the Consumer Price Index for All Urban Consumers - U.S. Cities Average - All Items (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) from October, 2005 to October of the year immediately prior to the adjustment. Notwithstanding the foregoing, in no event shall the Amenities Fee be decreased on any Adjustment Date. If at any time the CPI is no longer published or its manner of calculation is materially changed, Sun Lakes - Casa Grande Development, LLC, a Delaware limited liability company ("Casa Grande Development"), may substitute such substitute index, reconciled to October, 2005, as reasonably reflects changes in the purchasing power of the dollar.
3. If at any time (a) the Association is dissolved, or (b) the Association's obligation to pay Casa Grande Development a monthly fee in consideration for the conveyance of certain recreational amenities terminates for any reason, the Amenities Fee referenced above shall be paid directly to Casa Grande Development (or to such other entity as Casa Grande Development may designate from time to time), by the property owner.

ACCEPTED AND APPROVED BY:



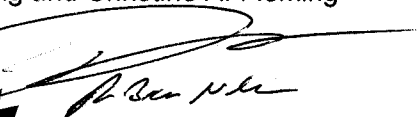
Lloyd W. Fleming

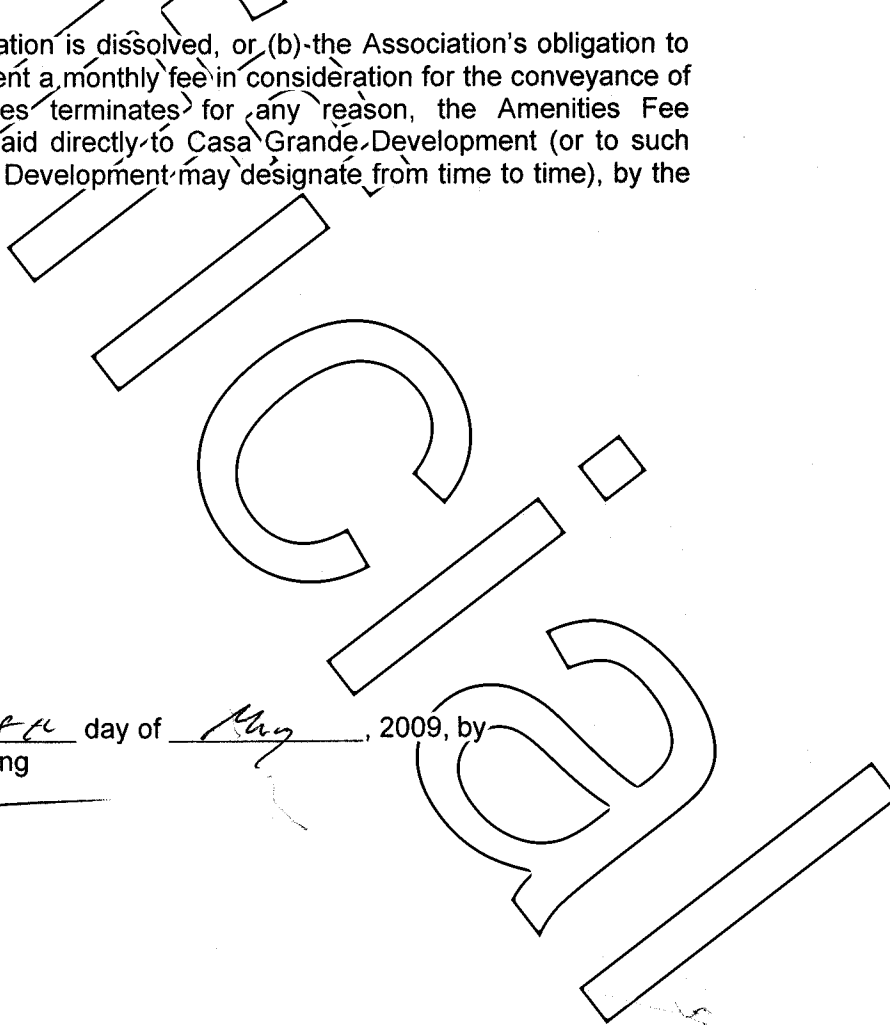
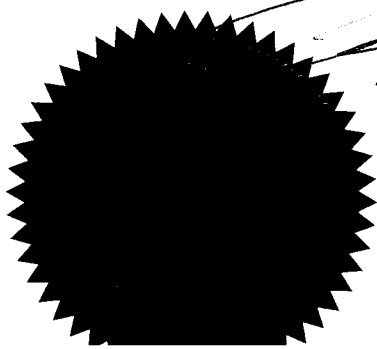


Christine A. Fleming

From Ontario
State of *Ontario*
County of *Frontenac*

Acknowledged before me on this 28th day of May, 2009, by
Lloyd W. Fleming and Christine A. Fleming





Escrow No.: 4723004477-TK

ACCEPTANCE OF JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Lloyd W. Fleming and Christine A. Fleming, each being duly sworn upon oath for himself or herself and jointly but not one for the other deposes and says:

That I am one of the Grantees named in that certain Special Warranty Deed deed which is Dated May 26, 2009 and executed by Sun Lakes-Casa Grande Development, L.L.C., a Delaware limited liability company, as Grantor and Lloyd W. Fleming and Christine A. Fleming, husband and wife, as Joint Tenants with Right of Survivorship, as Grantee and which instrument concerns the following described property:

*** See "Exhibit A" attached hereto and made a part hereof ***

THAT the interests of the undersigned are being taken by them as Joint Tenants with right of survivorship; and

THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such Joint Tenants and to acquire any interest in, or any proceeds arising out of said property, not as tenants in common and not as a community property estate but as Joint Tenants with right of survivorship.

Lloyd W. Fleming
Lloyd W. Fleming

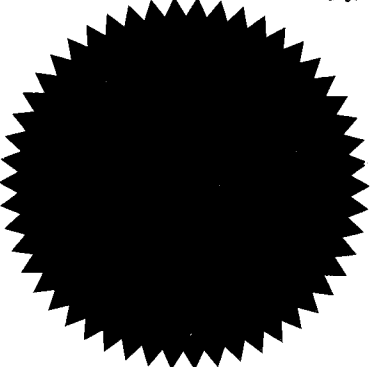
Christine A. Fleming
Christine A. Fleming

State of Ontario
County of Frontenac

The foregoing instrument was acknowledged before me this 28th day of May, 2009
by Lloyd Fleming and Christine A Fleming

[Signature]
Notary Public

My commission expires: at the pleasure of Her Majesty The Queen



AFFIDAVIT OF PRO...

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)
Primary Parcel: 402 - 30 - 574 -
BOOK MAP PARCEL SPLIT LETTER
Does this sale include any parcels that are being split / divided?
Check one: Yes No
How many parcels, other than the Primary Parcel, are included in this sale?
Please list the additional parcels below (no more than four):
(1) _____ (3) _____
(2) _____ (4) _____

9. COUNTY OF RECORDATION: PINAL
FEE NO: 2009-057815
RECORD DATE: 06/08/09
Validation Codes:
(e) ASSESSOR _____ (f) DOR _____

ASSESSOR'S USE ONLY
Verify Primary Parcel in Item 1: _____
Use code: _____ Full Cash Value: _____

2. SELLER'S NAME AND ADDRESS:
SUN LAKES -CASA GRANDE DEVELOPMENT
9532 E. Riggs Road
Sun Lakes AZ 85248

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
a. Warranty Deed d. Contract or Agreement
b. Special Warranty Deed e. Quit Claim Deed
c. Joint Tenancy Deed f. Other:

3. (a) BUYER'S NAME AND ADDRESS:
LLOYD W. FLEMING, CHRISTINE A. FLEMING
13 Harriet Ave.
Kingston ON K7L 4V1
(b) Are the Buyer and Seller related? Yes _____ No
If Yes, state relationship: _____

11. SALE PRICE \$ 221,082 00
12. DATE OF SALE (Numeric Digits): 12 / 08
Month Year
(For example: 03/05 for March 2005)
13. DOWN PAYMENT: \$ 221,082 00

4. ADDRESS OF PROPERTY: 5133 W. Pueblo Drive, Eloy, Arizona 85231

14. METHOD OF FINANCING
a. Cash (100% of Sale Price) (1) Conventional
b. Exchange or trade (2) VA
c. Assumption of existing loan(s) (3) FHA
d. Seller Loan (Carryback) f. Other financing; Specify: _____
e. New loan(s) from financial institution:

5. MAIL TAX BILL TO:
LLOYD W. FLEMING, CHRISTINE A. FLEMING
13 Harriet Ave.
Kingston ON K7L 4V1

15. PERSONAL PROPERTY (see reverse side for definition):
(a) Did the Sale Price in Item #11 include Personal Property that impacted the Sale Price by 5% or more? Yes _____ No
(b) If Yes, provide the dollar amount of the Personal Property:
\$ _____ 00 AND
briefly describe the Personal Property: _____

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
a. Vacant Land f. Commercial or Industrial Use
b. Single Family Residence g. Agricultural
c. Condo or Townhouse h. Mobile or Manufactured Home
d. 2-4 Plex i. Other Use; Specify: _____
e. Apartment Building

16. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: _____

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:
 To be occupied by owner or "family member." To be rented to someone other than "family member."
See reverse side for definition of a "family member."

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):
BUYER AND SELLER AS SHOWN ABOVE
Phone () _____

8. NUMBER OF UNITS: _____

18. LEGAL DESCRIPTION (attach copy if necessary):
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

For Apartment Properties, Motels, Hotels, Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent: _____
State of _____, County of Maricopa

Signature of Buyer/Agent: _____
State of _____, County of Maricopa

Subscribed and sworn to before me on this 12 day of June 20 09

Subscribed and sworn to before me on this 12 day of June 20 09

Notary Public
Notary Expiration Date

Notary Public
Notary Expiration Date

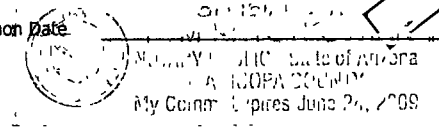
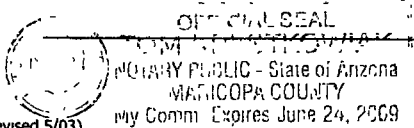


EXHIBIT A

Lot 225, ROBSON RANCH – CASA GRANDE UNIT SIX, according to Cabinet F, Slide 124, and Affidavit of Correction recorded at Fee No. 2006-9259, records of Pinal County, Arizona.

EXCEPT all water, oil, gas, minerals and rights thereto.