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DATE/TIME: 04/23/2024 1043

FEE: \$30.00

PAGES: 18

FEE NUMBER: 2024-029957

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CAPTION HEADING:

THE SUPERSTITION MOUNTAIN
OWNERS ASSOCIATION, an Arizona
non-profit corporation,

Plaintiff,

vs.

SEREIVUTHY DIMANG, an unmarried
man; UNKNOWN HEIRS AND
DEWISEES OF ANY OF THE-ABOVE,
if deceased; PARTIES IN
POSSESSION; FICTITIOUS
DEFENDANT;

Defendant(s).

No. CV S1100CV202400059

**AMENDED DEFAULT
JUDGMENT AND DECREE OF
FORECLOSURE AND ORDER OF
SALE AS TO:**

Lot 23
Lot 25
Lot 38
Lot 62

(Assigned to the Honorable Delia R.
Neal)

Document Name: Amended Default Judgment and Decree of Foreclosure and
Order of Sale as to: Lot 23; Lot 25; Lot 38; Lot 62

(This document was not previously recorded)

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11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF PINAL**

13 **THE SUPERSTITION MOUNTAIN OWNERS ASSOCIATION, an Arizona non-profit corporation,**

14 **Plaintiff,**

15 **vs.**

16 **SEREIVUTHY DIMANG, an unmarried man;**
17 **UNKNOWN HEIRS AND DEVISEES OF**
18 **ANY OF THE ABOVE, if deceased;**
19 **PARTIES IN POSSESSION; FICTITIOUS**
20 **DEFENDANT;**

21 **Defendant(s).**

No. CV S1100CV202400059

AMENDED DEFAULT JUDGMENT AND DECREE OF FORECLOSURE AND ORDER OF SALE AS TO:

Lot 23
Lot 25
Lot 38
Lot 62

(Assigned to the Honorable Delia R. Neal)

22 This matter having regularly come on for hearing on April 15, 2024, on Plaintiff The
23 Superstition Mountain Owners Association's ("Plaintiff") Application for Default Judgment
24 against Defendant Sereivuthy Dimang ("Defendant Dimang"), this Defendant having been
25 duly served and the default of this Defendant having been duly entered, Plaintiff appearing
26 through counsel, and Defendant having failed to appear, and the evidence presented and the
allegations in the Complaint being true and correct, and Plaintiff having filed and recorded a
Notice of Lis Pendens, the default is confirmed, and no other claims being outstanding;

- A. Defendant Dimang owns Lot 23, Lot 25, Lot 38, and Lot 62 in the Association and is a member of the Association and the Declaration of Covenants, Conditions and Restrictions for Superstition Mountain are a contract;
- B. That the Declaration of Covenants, Conditions and Restrictions for Superstition Mountain ("Declaration") recorded in Fee No. 1997-042823, and any

1 amendments thereto, in the Pinal County, Arizona Recorder's office, at Article 7,
2 requires that owners timely pay assessments and that per the terms of the
3 Declaration and state statute, unpaid assessments, late fees, attorneys' fees and
4 costs are secured by the consensual assessment lien against the property of the
5 delinquent owner;

6 C. That at the time this litigation was commenced, Defendant Dimang's delinquency
7 (excluding pre-suit attorneys' fees and related costs) was:

8 Lot 23 - \$5,678.50;

9 Lot 25 - \$5,718.50;

10 Lot 38 - \$5,963.50;

11 Lot 62 - \$5,963.50.

12 D. During the course of this litigation, quarterly assessments in the amount of
13 \$936.00 per quarter (April, July and October-2024), for a total of \$2,808.00 in
14 assessments \$636.00 accrued as to each Lot (4 Lots).

15 E. That Defendant Dimang failed to remit any payments for any of the Lots during
16 the course of this litigation;

17 F. Each Lot is undeveloped, being raw dirt, with no home existing upon the same,
18 nor any improvements having been installed.

19 **COUNT I - FORECLOSURE - LOT 23**

20 Based upon the foregoing, it is thereby ORDERED, ADJUDGED AND DECREED
21 and, the Court hereby enters JUDGMENT as to Count I, Lot 23, as follows against Defendant
22 Sereivuthy Dimang ("Defendant Dimang") for amounts due through April-15, 2024 as to
23 Lot 23 as follows:

24 1. The Plaintiff is entitled to a default judgment and decree of foreclosure against
25 Defendant Sereivuthy Dimang, owner of Lot 23;

26 2. The Court awards the Plaintiff \$8,526.50 in delinquent assessments, late
charges and collection fees pursuant to the Declaration of Covenants, Conditions and

1 Restrictions for Superstition Mountain ("Declaration"), plus interest at the legal rate of nine
2 and one-half percent (9.5%) per annum (per Article 7.12 of the Declaration) from the date of
3 entry of Judgment;

4 3. The Court awards Plaintiff \$4,039.03 as and for its reasonable attorneys' fees
5 and out of pocket expenses in pursuit of this litigation as to Lot 23 and as the prevailing plus
6 interest at the legal rate of nine and one-half percent (9.5%) per annum from the date of
7 entry of Judgment;

8 4. The Court awards the Plaintiff its taxable costs in the amount of \$490.93 plus
9 interest at the legal rate of nine and one-half percent (9.5%) per annum from the date of
10 entry of Judgment;

11 5. The Court finds that the foregoing sums set forth in paragraphs two (2), three
12 (3), and four (4) of this Judgment, which together total **\$13,056.46** are secured by a
13 consensual lien upon Lot 23, of REPLAT OF PETROGLYPH ESTATES AT
14 SUPERSTITION FOOTHILLS, according to the plat of record in the office of the County
15 Recorder of Pinal County, Arizona, recorded in Cabinet D, Slide 113 ("Lot 23"), with a
16 property address of 9264 E. Superstition Mountain Drive, Gold Canyon, Arizona 85118,
17 currently owned by Defendant Dimang and that said lien is properly perfected in accordance
18 with the Declaration and the laws of the State of Arizona, and that assessments continue to
19 come due after entry of Judgment and if not paid are secured by the consensual lien against
20 Lot 23, as are legal fees and costs incurred by Plaintiff after date of judgment and prior to
21 Sherriff Sale, and by the purchaser at the Sheriff Sale after the date of sale and prior to the
22 delivery of the Sheriff's Deed to the real property as described in the Judgment, which sums
23 had they been expended prior to the date of this Judgment, would have been recoverable by
24 the Plaintiff in accordance with the terms of the consensual lien foreclosed and introduced
25 previously as an Exhibit in this action (which security interest, i.e. Declaration, is for
26 purposes for this reference incorporated as a part of this Judgment) and all taxable costs
hereafter accruing, including the costs of Sheriff Sale;

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6. The Court orders that the Plaintiff's lien is a valid and continuing statutory consensual lien upon said Lot 23 and is not subject to any homestead as per ARS. § 33-1807(C) and is a superior lien to all liens against the property except a first deed of trust, or other governmental taxes or assessments, or except as otherwise might be provided by statute;

7. The Court orders that Defendant Dimang and those claiming through said Defendant are hereby forever barred and foreclosed of any and all equity of redemption and claim in and to said Lot and all parts thereof, except such rights of redemption as they may have by law;

8. The Court orders that the Plaintiff's lien is hereby foreclosed and that the Lot be sold in once parcel as a single entity at public auction according to law, and that any party herein, including without limitation the Plaintiff, may be the purchaser at such sale;

9. The Court orders that the sale of the Lot 23 be at a public auction for cash by the Sheriff of Pinal County, Arizona, and that out of the proceeds of the sale, the Sheriff retain his fees and costs of sale and pay the Plaintiff or its attorneys, all the sums set forth above. The Court further orders that the Sheriff take and return to this Court receipts for the amount so paid, together with this return receipt of sale and any surplus monies which may remain after applying the proceeds of such sale and any surplus monies which may remain after applying the proceeds of such sale as aforesaid, within six (6) months after making such sale, any surplus to abide further order of this Court;

10. The Court further orders that if the proceeds of the sale are insufficient to pay the amounts due the Plaintiff, or if a Trustee's Sale or Tax Lien Foreclosure occurs, or if any other event occurs where renders the Association's lien unenforceable, said event extinguishing the Association's assessment lien secured by this Judgment, Defendant shall be liable for the deficiency, the same as any monetary judgment, and execution shall issue for such deficiency against Defendant, less amounts previously reduced to judgment (if any);

1 11. The Court orders that the Sheriff deliver to the purchaser at such sale a
2 certificate of sale covering the Lot, and upon the expiration of the statutory redemption
3 period and redemption not having occurred, that the Sheriff execute and deliver to the
4 holder of such certificate of sale a Sheriff's Deed to the Lot, and that such purchaser to
5 given possession of the Lot upon production of the Sheriff's Deed therefore, and if
6 possession then be denied to the purchaser, that there shall issue without further order of this
7 Court a Writ of Possession placing the purchaser or his assigns in possession;

8 12. The Court orders that this Lot is abandoned being raw dirt, and that,
9 accordingly, the redemption period for Defendant is thirty (30) days;

10 13. The Court orders that the purchaser at said foreclosures sale and Defendant in
11 the exercise of any rights of redemption, take said Lot subject to the Declaration and subject
12 to any assessments, costs or other amounts secured by the assessment lien coming due
13 subsequent to the Sheriff's Sale, including those coming due during the redemption period
14 and which remain unpaid at the time of said Sale or redemption;

15 14. The Court notes that a Lis Pendens having been recorded and hereby orders
16 that any interest in the Lot claimed by any person, entity, or otherwise, whether a party to
17 this action, is inferior and subordinate to the lien of Plaintiff for delinquent assessments,
18 other charges, interest, litigation expenses, and attorneys' fees and costs is hereby
19 extinguished, except any interest held by the holder of the first deed of trust or any other lien
20 holder who by statute has a superior lien or interest;

21 15. The Court reserves jurisdiction to hear, decide and determine any claim for
22 post judgment attorneys' fees, costs or any other matters that may properly come before this
23 Court;

24 16. Pursuant to Rule 54(c) Ariz.R.Civ.P., the Court finds that no further matters
25 remain pending and orders that the Judgment as against this Defendant as set forth herein is
26 hereby entered.

COUNT 2 - FORECLOSURE – Lot 25

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4 Based upon the foregoing, it is thereby ORDERED, ADJUDGED AND DECREED
and, the Court hereby enters JUDGMENT as follows against Defendant Sereivuthy Dimang
("Defendant Dimang") for amounts due through April 15, 2024 as to Lot 25 as follows:

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6 17. The Plaintiff is entitled to a default judgment and decree of foreclosure against
Defendant Sereivuthy Dimang, owner of Lot 25;

7
8 18. The Court awards the Plaintiff \$8,526.50 in delinquent assessments, late
charges and collection fees pursuant to the Declaration of Covenants, Conditions and
9 Restrictions for Superstition Mountain ("Declaration"), plus interest at the legal rate of nine
10 and one-half percent (9.5%) per annum (per Article 7.12 of the Declaration) from the date of
11 entry of Judgment;

12
13 19. The Court awards Plaintiff \$3,961.12 as and for its reasonable attorneys' fees
and out of pocket expenses plus interest at the legal rate of nine and one-half percent (9.5%)
14 per annum from the date of entry of Judgment;

15
16 20. The Court awards the Plaintiff its taxable costs in the amount of \$484.23 plus
interest at the legal rate of nine and one-half percent (9.5%) per annum from the date of
17 entry of Judgment;

18
19 21. The Court finds that the foregoing sums set forth in paragraphs eighteen (18),
nineteen (19), and twenty (20) of this Judgment, which together total **\$12,971.85** are secured
20 by a consensual lien upon Lot 25, of REPLAT OF PETROGLYPH ESTATES AT
21 SUPERSTITION FOOTHILLS, according to the plat of record in the office of the County
Recorder of Pinal County, Arizona, recorded in Cabinet D, Slide 113 ("Lot 25"), with a
22 property address of 9356 E. Superstition Mountain Drive, Gold Canyon, Arizona 85118,
23 currently owned by Defendant Dimang and that said lien is properly perfected in accordance
24 with the Declaration and the laws of the State of Arizona, and that assessments continue to
25 come due after entry of Judgment and if not paid are secured by the consensual lien against
26 Lot 25, as are legal fees and costs incurred by Plaintiff after date of judgment and prior to

1 Sheriff Sale, and by the purchaser at the Sheriff Sale after the date of sale and prior to the
2 delivery of the Sheriff's Deed to the real property as described in the Judgment, which sums
3 had they been expended prior to the date of this Judgment, would have been recoverable by
4 the Plaintiff in accordance with the terms of the consensual lien foreclosed and introduced
5 previously as an Exhibit in this action (which security interest, i.e. Declaration, is for
6 purposes for this reference incorporated as a part of this Judgment) and all taxable costs
7 hereafter accruing, including the costs of Sheriff Sale;

8 22. The Court orders that the Plaintiff's lien is a valid and continuing statutory
9 consensual lien upon said Lot 25 and is not subject to any homestead as per ARS. § 33-
10 1807(C) and is a superior lien to all liens against the property except a first deed of trust, or
11 other governmental taxes or assessments, or except as otherwise might be provided by
12 statute;

13 23. The Court orders that Defendant Dimang and those claiming through said
14 Defendant are hereby forever barred and foreclosed of any and all equity of redemption and
15 claim in and to said Lot and all parts thereof, except such rights of redemption as they may
16 have by law

17 24. The Court orders that the Plaintiff's lien is hereby foreclosed and that the Lot
18 be sold in once parcel as a single entity at public auction according to law, and that any
19 party herein, including without limitation the Plaintiff, may be the purchaser at such sale;

20 25. The Court orders that the sale of the Lot 25 be at a public auction for cash by
21 the Sheriff of Pinal County, Arizona, and that out of the proceeds of the sale, the Sheriff
22 retain his fees and costs of sale and pay the Plaintiff or its attorneys, all the sums set forth
23 above. The Court further orders that the Sheriff take and return to this Court receipts for the
24 amount so paid, together with this return receipt of sale and any surplus monies which may
25 remain after applying the proceeds of such sale and any surplus monies which may remain
26 after applying the proceeds of such sale as aforesaid, within six (6) months after making
such sale, any surplus to abide further order of this Court;

1 26. The Court further orders that if the proceeds of the sale are insufficient to pay
2 the amounts due the Plaintiff, or if a Trustee's Sale or Tax Lien Foreclosure occurs, or if any
3 other event occurs where renders the Association's lien unenforceable, said event
4 extinguishing the Association's assessment lien secured by this Judgment, Defendant shall
5 be liable for the deficiency, the same as any monetary judgment, and execution shall issue
6 for such deficiency against Defendant, less amounts previously reduced to judgment (if
7 any);

8 27. The Court orders that the Sheriff deliver to the purchaser at such sale a
9 certificate of sale covering the Lot, and upon the expiration of the statutory redemption
10 period and redemption not having occurred, that the Sheriff execute and deliver to the
11 holder of such certificate of sale a Sheriff's Deed to the Lot, and that such purchaser to
12 given possession of the Lot upon production of the Sheriff's Deed therefore, and if
13 possession then be denied to the purchaser, that there shall issue without further order of this
14 Court a Writ of Possession placing the purchaser or his assigns in possession;

15 28. The Court orders that this Lot is abandoned being raw dirt, and that,
16 accordingly, the redemption period for Defendant is thirty (30) days;

17 29. The Court orders that the purchaser at said foreclosures sale and Defendant in
18 the exercise of any rights of redemption, take said Lot subject to the Declaration and subject
19 to any assessments, costs or other amounts secured by the assessment lien coming due
20 subsequent to the Sheriff's Sale, including those coming due during the redemption period
21 and which remain unpaid at the time of said Sale or redemption;

22 30. The Court notes that a Lis Pendens having been recorded and hereby orders
23 that any interest in the Lot claimed by any person, entity, or otherwise, whether a party to
24 this action, is inferior and subordinate to the lien of Plaintiff for delinquent assessments,
25 other charges, interest, litigation expenses, and attorneys' fees and costs is hereby
26 extinguished, except any interest held by the holder of the first deed of trust or any other lien
holder who by statute has a superior lien or interest;

1 31. The Court reserves jurisdiction to hear, decide and determine any claim for
2 post judgment attorneys' fees, costs or any other matters that may properly come before this
3 Court;

4 32. Pursuant to Rule 54(c) Ariz.R.Civ.P., the Court finds that no further matters
5 remain pending and orders that the Judgment as against this Defendant as set forth herein is
6 hereby entered.

7 **COUNT 3 – FORECLOSURE – LOT 38**

8 Based upon the foregoing, it is thereby ORDERED, ADJUDGED AND DECREED
9 and, the Court hereby enters JUDGMENT as follows against Defendant Sereivuthy Dimang
10 (“Defendant Dimang”) for amounts due through April 15, 2024 as to Lot 38 as follows:

11 33. The Plaintiff is entitled to a default judgment and decree of foreclosure against
12 Defendant Sereivuthy Dimang, owner of Lot 38;

13 34. The Court awards the Plaintiff \$8,771.50 in delinquent assessments, late
14 charges and collection fees pursuant to the Declaration of Covenants, Conditions and
15 Restrictions for Superstition Mountain (“Declaration”), plus interest at the legal rate of nine
16 and one-half percent (9.5%) per annum (per Article 7:12 of the Declaration) from the date of
17 entry of Judgment;

18 35. The Court awards Plaintiff \$4,367.37 as and for its reasonable attorneys' fees
19 and out of pocket expenses plus interest at the legal rate of nine and one-half percent (9.5%)
20 per annum from the date of entry of Judgment;

21 36. The Court awards the Plaintiff its taxable costs in the amount of \$414.24 plus
22 interest at the legal rate of nine and one-half percent (9.5%) per annum from the date of
23 entry of Judgment;

24 37. The Court finds that the foregoing sums set forth in paragraphs thirty-four
25 (34), thirty-five (35), and thirty-six (36) of this Judgment, which together total \$13,553.11
26 are secured by a consensual lien upon Lot 38, of SUNSET VILLAGE AT
SURPERSTITION FOOTHILLS AMENDED, according to the plat of record in the office
of the County Recorder of Pinal County, Arizona, recorded in Cabinet C, Slide 135 (“Lot

1 38"), with a property address of 8275 E. Sunset View Drive, Gold Canyon, Arizona 85118,
2 currently owned by Defendant Dimang and that said lien is properly perfected in accordance
3 with the Declaration and the laws of the State of Arizona, and that assessments continue to
4 come due after entry of Judgment and if not paid are secured by the consensual lien against
5 Lot 38, as are any legal fees and costs incurred by Plaintiff after date of judgment and prior
6 to Sherriff Sale, and by the purchaser at the Sheriff Sale after the date of sale and prior to the
7 delivery of the Sheriff's Deed to the real property as described in the Judgment, which sums
8 had they been expended prior to the date of this Judgment, would have been recoverable by
9 the Plaintiff in accordance with the terms of the consensual lien foreclosed and introduced
10 previously as an Exhibit in this action (which security interest, i.e. Declaration, is for
11 purposes for this reference incorporated as a part of this Judgment) and all taxable costs
12 hereafter accruing, including the costs of Sheriff Sale;

13 38. The Court orders that the Plaintiff's lien is a valid and continuing statutory
14 consensual lien upon said Lot 38 and is not subject to any homestead as per ARS. § 33-
15 1807(C) and is a superior lien to all liens against the property except a first deed of trust, or
16 other governmental taxes or assessments, or except as otherwise might be provided by
17 statute;

18 39. The Court orders that Defendant Dimang and those claiming through said
19 Defendant are hereby forever barred and foreclosed of any and all equity of redemption and
20 claim in and to said Lot and all parts thereof, except such rights of redemption as they may
21 have by law;

22 40. The Court orders that the Plaintiff's lien is hereby foreclosed and that the Lot
23 be sold in once parcel as a single entity at public auction according to law, and that any
24 party herein, including without limitation the Plaintiff, may be the purchaser at such sale;

25 41. The Court orders that the sale of the Lot 38 be at a public auction for cash by
26 the Sheriff of Pinal County, Arizona, and that out of the proceeds of the sale, the Sheriff
retain his fees and costs of sale and pay the Plaintiff or its attorneys, all the sums set forth
above. The Court further orders that the Sheriff take and return to this Court receipts for the

1 amount so paid, together with this return receipt of sale and any surplus monies which may
2 remain after applying the proceeds of such sale and any surplus monies which may remain
3 after applying the proceeds of such sale as aforesaid, within six (6) months after making
4 such sale, any surplus to abide further order of this Court;

5 42. The Court further orders that if the proceeds of the sale are insufficient to pay
6 the amounts due the Plaintiff, or if a Trustee's Sale or Tax Lien Foreclosure occurs, or if any
7 other event occurs which renders the Association's lien unenforceable, said event
8 extinguishing the Association's assessment lien secured by this Judgment, Defendant shall
9 be liable for the deficiency, the same as any monetary judgment, and execution shall issue
10 for such deficiency against Defendant, less amounts previously reduced to judgment (if
11 any);

12 43. The Court orders that the Sheriff deliver to the purchaser at such sale a
13 certificate of sale covering the Lot, and upon the expiration of the statutory redemption
14 period and redemption not having occurred, that the Sheriff execute and deliver to the
15 holder of such certificate of sale a Sheriff's Deed to the Lot, and that such purchaser to
16 given possession of the Lot upon production of the Sheriff's Deed therefore, and if
17 possession then be denied to the purchaser, that there shall issue without further order of this
18 Court a Writ of Possession placing the purchaser or his assigns in possession;

19 44. The Court orders that this Lot is abandoned being raw dirt, and that,
20 accordingly, the redemption period for Defendant is thirty (30) days;

21 45. The Court orders that the purchaser at said foreclosures sale and Defendant in
22 the exercise of any rights of redemption, take said Lot subject to the Declaration and subject
23 to any assessments, costs or other amounts secured by the assessment lien coming due
24 subsequent to the Sheriff's Sale, including those coming due during the redemption period
25 and which remain unpaid at the time of said Sale or redemption;

26 46. The Court notes that a Lis Pendens having been recorded and hereby orders
that any interest in the Lot claimed by any person, entity, or otherwise, whether a party to
this action, is inferior and subordinate to the lien of Plaintiff for delinquent assessments,

1 other charges, interest, litigation expenses, and attorneys' fees and costs is hereby
2 extinguished, except any interest held by the holder of the first deed of trust or any other lien
3 holder who by statute has a superior lien or interest;

4 47. The Court reserves jurisdiction to hear, decide and determine any claim for
5 post judgment attorneys' fees, costs or any other matters that may properly come before this
6 Court;

7 48. Pursuant to Rule 54(c) Ariz.R.Civ.P., the Court finds that no further matters
8 remain pending and orders that the Judgment as against this Defendant as set forth herein is
9 hereby entered.

10 **COUNT 4 – FORECLOSURE – LOT 62**

11 49. The Plaintiff is entitled to a default judgment and decree of foreclosure against
12 Defendant Sereivuthy Dimang, owner of Lot 62;

13 50. The Court awards the Plaintiff \$8,771.50 in delinquent assessments, late
14 charges and collection fees pursuant to the Declaration of Covenants, Conditions and
15 Restrictions for Superstition Mountain ("Declaration"), plus interest at the legal rate of nine
16 and one-half percent (9.5%) per annum (per Article 7.12 of the Declaration) from the date of
17 entry of Judgment;

18 51. The Court awards Plaintiff \$3,919.04 as and for its reasonable attorneys' fees
19 and out of pocket expenses plus interest at the legal rate of nine and one-half percent (9.5%)
20 per annum from the date of entry of Judgment;

21 52. The Court awards the Plaintiff its taxable costs in the amount of \$414.23 plus
22 interest at the legal rate of nine and one-half percent (9.5%) per annum from the date of
23 entry of Judgment;

24 53. The Court finds that the foregoing sums set forth in paragraphs fifty (50),
25 fifty-one (51), and fifty-two (52) of this Judgment, which together total \$13,104.77 are
26 secured by a consensual lien upon Lot 62, of REPLAT OF PETROGLYPH ESTATES AT
SUPERSTITION FOOTHILLS, according to the plat of record in the office of the County
Recorder of Pinal County, Arizona, recorded in Cabinet D, Slide 113 ("Lot 62"), with a

1 property address of 2946 S. Petroglyph Trail, Gold Canyon, Arizona 85118, currently
2 owned by Defendant Dimang and that said lien is properly perfected in accordance with the
3 Declaration and the laws of the State of Arizona, and that assessments continue to come due
4 after entry of Judgment and if not paid are secured by the consensual lien against Lot 62, as
5 are any legal fees and costs incurred by Plaintiff after date of judgment and prior to Sherriff
6 Sale, and by the purchaser at the Sheriff Sale after the date of sale and prior to the delivery
7 of the Sheriff's Deed to the real property as described in the Judgment, which sums had they
8 been expended prior to the date of this Judgment, would have been recoverable by the
9 Plaintiff in accordance with the terms of the consensual lien foreclosed and introduced
10 previously as an Exhibit in this action (which security interest, i.e. Declaration, is for
11 purposes for this reference incorporated as a part of this Judgment) and all taxable costs
12 hereafter accruing, including the costs of Sheriff Sale;

12 54. The Court orders that the Plaintiff's lien is a valid and continuing statutory
13 consensual lien upon said Lot 62 and is not subject to any homestead as per ARS. § 33-
14 1807(C) and is a superior lien to all liens against the property except a first deed of trust, or
15 other governmental taxes or assessments, or except as otherwise might be provided by
16 statute;

17 55. The Court orders that Defendant Dimang and those claiming through said
18 Defendant are hereby forever barred and foreclosed of any and all equity of redemption and
19 claim in and to said Lot and all parts thereof, except such rights of redemption as they may
20 have by law;

21 56. The Court orders that the Plaintiff's lien is hereby foreclosed and that the Lot
22 62 be sold in once parcel as a single entity at public auction according to law, and that any
23 party herein, including without limitation the Plaintiff, may be the purchaser at such sale;

24 57. The Court orders that the sale of the Lot be at a public auction for cash by the
25 Sheriff of Pinal County, Arizona, and that out of the proceeds of the sale, the Sheriff retain
26 his fees and costs of sale and pay the Plaintiff or its attorneys, all the sums set forth above.
The Court further orders that the Sheriff take and return to this Court receipts for the amount

1 so paid, together with this return receipt of sale and any surplus monies which may remain
2 after applying the proceeds of such sale and any surplus monies which may remain after
3 applying the proceeds of such sale as aforesaid, within six (6) months after making such
4 sale, any surplus to abide further order of this Court;

5 58. The Court further orders that if the proceeds of the sale are insufficient to pay
6 the amounts due the Plaintiff, or if a Trustee's Sale or Tax Lien Foreclosure occurs, or if any
7 other event occurs where renders the Association's lien unenforceable, said event
8 extinguishing the Association's assessment lien secured by this Judgment, Defendant shall
9 be liable for the deficiency, the same as any monetary judgment, and execution shall issue
10 for such deficiency against Defendant, less amounts previously reduced to judgment (if
11 any);

12 59. The Court orders that the Sheriff deliver to the purchaser at such sale a
13 certificate of sale covering the Lot, and upon the expiration of the statutory redemption
14 period and redemption not having occurred, that the Sheriff execute and deliver to the
15 holder of such certificate of sale a Sheriff's Deed to the Lot, and that such purchaser to
16 given possession of the Lot upon production of the Sheriff's Deed therefore, and if
17 possession then be denied to the purchaser, that there shall issue without further order of this
18 Court a Writ of Possession placing the purchaser or his assigns in possession;

19 60. The Court orders that this Lot is abandoned being raw dirt, and that,
20 accordingly, the redemption period for Defendant is thirty (30) days;

21 61. The Court orders that the purchaser at said foreclosures sale and Defendant in
22 the exercise of any rights of redemption, take said Lot subject to the Declaration and subject
23 to any assessments, costs or other amounts secured by the assessment lien coming due
24 subsequent to the Sheriff's Sale, including those coming due during the redemption period
25 and which remain unpaid at the time of said Sale or redemption;

26 62. The Court notes that a Lis Pendens having been recorded and hereby orders
that any interest in the Lot claimed by any person, entity, or otherwise, whether a party to
this action, is inferior and subordinate to the lien of Plaintiff for delinquent assessments,

1 other charges, interest, litigation expenses, and attorneys' fees and costs is hereby
2 extinguished, except any interest held by the holder of the first deed of trust or any other lien
3 holder who by statute has a superior lien or interest;

4 63. The Court reserves jurisdiction to hear, decide and determine any claim for
5 post judgment attorneys' fees, costs or any other matters that may properly come before this
6 Court;

7 64. Pursuant to Rule 54(c) Ariz.R.Civ.P., the Court finds that no further matters
8 remain pending and orders that the Judgment as against this Defendant as set forth herein is
9 hereby entered.

10 **IS IT FURTHER ORDERED vacating all future calendar dates and closing this file.**

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14 eSigned by HONORABLE DELIA R NEAL, 04/15/2024 13:51:48 hb+BFtoJ
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STATE OF ARIZONA } SS
COUNTY OF PINAL

I, REBECCA PADILLA, Clerk of the Superior Court, State of Arizona, in and for the County of Pinal, do hereby certify that I have compared the foregoing copy of a CW202400059 Amended Petition Judgment and of the endorsement thereupon, with the original records of the same remaining in this office, and that the same correct transcripts therefrom, and the whole of said original records.

Witness my hand and seal of said Court affixed

this 18 day of April, 2024

REBECCA PADILLA, Clerk

By Andrea Sentering Deputy Clerk

INFORMATION STATEMENT

- (1) Names and last known address and address at which each judgment debtor was served.
Sereivuthy Dimang
37222 N. Tom Darlington Dr. Unit 11
Carefree, AZ 85377
- (2) Name and address of judgment creditor.
The Superstition Mountain Owners Association
c/o Maxwell & Morgan, P.C.
4854 E. Baseline Rd., Ste. 104
Mesa, AZ 85206
- (3) Amount of judgment
Lot 23 - \$13,056.46, plus interest at 9.5% per annum
Lot 25 - \$12,971.85, plus interest at 9.5% per annum
Lot 38 - \$13,553.11, plus interest at 9.5% per annum
Lot 62 - \$13,104.77, plus interest at 9.5% per annum
- (4) Judgment debtor's date of birth, driver's license number and social security number.
DOB: 02/01/1959 SSN: Not provided by debtor
- (5) A stay of enforcement has not been ordered by the court.

NOTE: Pursuant to A.R.S. § 33-967(B), the foregoing information is only provided "if the information is known to the judgment creditor or available to the judgment creditor from its records, its attorney's records or the court records in the action in which the judgment was entered." Said Subsection further provides that, "[i]f any of the required information is not known, the judgment creditor shall so state." Said Subsection further prohibits the judgment creditor from providing Social Security numbers unless the same have "been provided voluntarily to the judgment creditor by the judgment debtor."