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6 **UNITED STATES BANKRUPTCY COURT**

7 **DISTRICT OF ARIZONA**

8 In re:

Chapter 11 Case

9 RIVER HACIENDA HOLDINGS, LLC,

No. 4:18-bk-136-SHG

10 Debtor.

**AMENDED DISCLOSURE STATEMENT  
FOR CHAPTER 11 PLAN OF  
REORGANIZATION FILED MARCJ 26  
2018**

12 This Disclosure Statement has been approved by Order of the United States Bankruptcy  
13 Court entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, as containing adequate information  
14 of a kind and in sufficient detail to enable a reasonable, hypothetical investor to make an informed  
15 judgment concerning the Plan and its distribution to the holders of claims and equity security  
16 interest as authorized by that Order. The Bankruptcy Court's approval of this Disclosure  
17 Statement, however, does not constitute a recommendation by the Bankruptcy Court either for or  
18 against the Plan.

19 I. INTRODUCTION

20 A. Purpose of this Disclosure Statement: On January 5, 2018, River Hacienda  
21 Holdings, LLC, ("RHH" or "Debtor") filed a voluntary bankruptcy petition under Chapter 11 of  
22 Title 11, United States Code and was assigned case number 4:18-bk-0136-SHG. RHH now files  
23 with the Bankruptcy Court its Plan of Reorganization (the "Plan") and this Disclosure Statement.

24 B. The purpose of this Disclosure Statement is to provide the holders of claims against  
25 the Debtor with information about the Debtor and the Plan so that holders of claims against the  
26 Debtor may make an informed judgment on the merits of the Plan and a decision whether to

1 approve or reject the Plan.

2 C. This Disclosure Statement was prepared from information obtained, from the  
3 Debtor's books and records, its Statements, Lists and Schedules on file in this case. The Debtor  
4 uses the cash-basis accounting method.

5 THE DEFINITIONS CONTAINED IN THE PLAN OR THE DISCLOSURE  
6 STATEMENT APPLY TO THIS DISCLOSURE STATEMENT AND TO THE PLAN AND  
7 EACH RECIPIENT THEREOF IS URGED TO REVIEW THE PROVISIONS OF THE PLAN  
8 IN FULL PRIOR TO RE-VIEWING THIS STATEMENT.

9 D. Confirmation Hearing and Voting Instructions. The Bankruptcy Court has set  
10 a hearing on the confirmation of the Plan. Notice of the time, date and place accompanies this  
11 Disclosure Statement. Claimants and interest holders may vote on the Plan by filling out and  
12 mailing the accompanying Ballot for Accepting or Rejecting the Plan to the attorney for the  
13 Debtor, Alan R. Solot, 2701 E. Speedway STE 203, Tucson, Arizona 85716. The Court may  
14 confirm only one Plan in this case. The Plan confirmed in the Bankruptcy Court must meet the  
15 requirements contained in the Bankruptcy Code. As a claimant, your vote is important. The Court  
16 cannot consider confirmation of the Plan until acceptance thereof has been obtained pursuant to  
17 the affirmative vote of impaired claimants by classes who hold at least two-thirds (2/3) in amount  
18 and more than one-half (1/2) in number of the allowed claims by class voting on the Plan. If an  
19 impaired claimant who is entitled to vote does not vote, such failure to vote will not bear upon the  
20 outcome. Following acceptance, the Bankruptcy Court will hold a hearing on the confirmation of  
21 the Plan and will enter an Confirmation Order with respect to the Plan if it finds that, among other  
22 things, all payments to be made by the Debtor in connection with the case or Plan have been  
23 disclosed to the Court, the identity and affiliation of post-confirmation management of the  
24 Reorganized Debtor has been fully disclosed, each class of claimants has accepted the Plan or is  
25 not impaired by the provisions thereof, and that confirmation is not likely to be followed by the  
26 liquidation or need for further financial reorganization of the Reorganized Debtor.

1 E. In the event that the requisite acceptance of impaired classes of claims and interest  
2 are not obtained, pursuant to §1129(b)(1) of the Code, the Bankruptcy Court may nevertheless  
3 confirm the Plan upon the request of the proponent of the Plan if the Bankruptcy Court finds that  
4 the Plan does not discriminate unfairly and accords fair and equitable treatment to the class  
5 rejecting it.

6 F. Approval of this disclosure statement does not constitute certification by the Court  
7 that the disclosure statement is without inaccuracy.

8 G. At the hearing on Confirmation of the Plan, the Bankruptcy Court will hear any  
9 timely filed objection to confirmation of the Plan, from any claimant holder.

10 NO REPRESENTATIONS CONCERNING THE DEBTOR'S FINANCIAL  
11 CONDITION, THE PLAN, OR THE FUTURE INCOME OF THE DEBTOR ARE  
12 AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS AMENDED  
13 DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO  
14 SECURE ACCEPTANCE OF THE PLAN THAT ARE OTHER THAN THOSE CONTAINED  
15 IN THIS AMENDED DISCLOSURE STATEMENT SHOULD NOT BE RELIED ON BY ANY  
16 CLAIMANT IN REACHING A DECISION. THE INFORMATION CONTAINED IN THIS  
17 DISCLOSURE STATEMENT HAS NOT BEEN SUBJECTED TO A CERTIFIED AUDIT. FOR  
18 THAT REASON, THE DEBTOR IS NOT ABLE TO WARRANT OR REPRESENT THAT THE  
19 INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS WITHOUT  
20 INACCURACY. HOWEVER, GREAT EFFORT HAS BEEN MADE TO ENSURE THAT ALL  
21 SUCH INFORMATION IS FAIRLY PRESENTED.

22 II. HISTORY OF THE DEBTOR AND PERTINENT EVENTS LEADING TO THE  
23 CHAPTER 11 AND EVENTS SUBSEQUENT TO THE FILING OF THE CHAPTER 11 CASE

24 RHH's business consists holding the Declarant rights to real property known as the Entry  
25 Way to the Hacienda del Sol Offices and Apartments and to exercise specific rights under a set of  
26 covenants, conditions and restrictions (better known as CC&R's) concerning the Offices,

1 Entryway and Apartments at Hacienda del Sol subdivision.

2 During the several years prior to the entry on December 19, 2017 of a judgment in Pima  
3 County Superior Court case number 20163400 (the “Judgment”), the Debtor was the holder (the  
4 “Declarant”) of the declarant rights the under the Covenants, Conditions & Restrictions (the  
5 “Master Declaration” or “CC&Rs”) recorded in August 15, 2002. The Debtor also owns rights as  
6 the Declarant arising from the Covenants, Conditions & Restrictions recorded February 7, 2002  
7 (the “Office Declaration”) The Office Declaration further refines how the declarant rights arising  
8 from the Master Declaration are to be used.

9 The Judgment incorrectly found that the Second Amendment to the CCRs was recorded in  
10 violation of A.R.S. Section 33-420 thereby invalidating the Second Amendment.

11 This case was filed to allow the Debtor to amend or otherwise correct any errors in the  
12 many documents that were held to have somehow not transferred to the Debtor and its assignors,  
13 the rights and obligations arising out of the CCRs.

14 RHH should be the Declarant for both the Entry Drive and the Offices pursuant to the  
15 Master Declaration and the Office Declaration. But the Judgment, among other things, rules that  
16 RHH is not the Declarant for the Entry Drive and had never been the Declarant making the actions  
17 of the Debtor for more than ten years uncertain. Nothing in the Judgment affects RHH’s declarant  
18 rights as the Declarant for the Offices. Nothing in the Judgment adjudicates who holds the  
19 Declarant rights rather than RHH.

20 Hacienda Del Sol Partners, LLC was the Declarant pursuant to the Master Declaration for  
21 both the residential and commercial properties. The Debtor acquired those rights via a settlement  
22 agreement ordered approved in the bankruptcy case of The Villas at Hacienda Del Sol, Inc. (4:05-  
23 bk-1482-EWH).

24 The Superior Court’s ruling in the Judgment will be set aside. The Debtor has pending a  
25 motion for new trial in the Superior Court. That case is stayed pending this bankruptcy case. The  
26 Debtor intends to obtain an order of this Court to permit the Superior Court litigation to proceed.

1 There were significant irregularities in the Superior Court case. That court ruled on the  
 2 merits of the case at a non-evidentiary hearing under A.R.S. Section 33-420, which exceeded the  
 3 scope of that statute. A recorded document is groundless and invalid only where it has no arguable  
 4 basis or is not supported by any credible evidence. Evergreen West, Inc. v. Boyd, 167 Ariz. 614,  
 5 620, 820 P.2d 612, 618 (Div.1.App. 1991). The Superior Court's analysis on the Order to Show  
 6 Cause hearing under A.R.S. Section 33-420 should have been limited to whether or not RHH had  
 7 an arguable basis for recording the Second Amendment, or whether there is credible evidence to  
 8 support the recording. Instead, the Superior Court exceeded the scope of the hearing and  
 9 interpreted the Master Declaration. The Court erroneously concluded that the Declarant rights  
 10 under the Master Declaration were conveyed in by deed and transferred to The Villas at Hacienda  
 11 Del Sol, Inc. and then to VHDS, LLC, automatically. This is simply not the law nor is it how  
 12 declarant rights would be transferred. Based upon the evidence provided, RHH provided ample  
 13 evidence that the recording of the Second Amendment was not frivolous (the standard under 33-  
 14 420). The Superior Court should have proceeded to set an evidentiary hearing to hear the  
 15 testimony of witnesses on these issues but it ruled instead, depriving RHH of its rights.

16 **III. ASSETS OF THE DEBTOR**

17 The Debtor's assets are:

18 <b>Asset</b>	<b>Value</b>
19 Lot 16 of The Offices at Hacienda Del Sol	100,000.00
20 Common area A (covered parking)	470,000.00
21 Common areas B & C (common area and drainage)	0.00
22 Well water rights (48.18 acre feet irrigation, 9 acre feet type 2 non-irrigation)	570,000.00
23 Declarant rights under arising from CC&Rs recorded in Pima County Recorder's Office 24 8/15/2002 (Debtor's rights as Declarant were set aside in a Pima County Superior Court 25 judgment that is not final)	No value to Entry way unless the Judgment is set aside The Office rights is valued at 26 \$360,000

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The values of the Debtor's property is based on the best estimate of the David Mason, the principals of the RHH.

IV. LIABILITIES OF THE DEBTOR

The following tables describe undisputed creditors were listed by the Debtor in its schedules of liabilities.

Creditor	Amount
Crane Machine & Pump	529.38
Desert Grounds Landmanagement, LLC	2764.30
Platinum Management	1329.25
Valleywide Security	625.00

V. LITIGATION

Non-bankruptcy litigation

Pima County Superior Court judgement for \$45,158 attorney's fees in C20163400. The Debtor has pending a motion for new trial which if successful will resolve such judgment. If such motion for new trial is unsuccessful, the Debtor shall appeal such judgment. In the event that such appeal is unsuccessful in setting aside the judgment, Debtor shall modify this Plan to set forth terms of payment of the Disputed Claimants' claims

Bankruptcy litigation

The Debtor intends to commence in this Court a declaratory judgment action naming the Hacienda Del Sol Partners, LLC, The Villas at Hacienda Del Sol, Inc. and any other necessary party. Such action will seek to clarify and necessarily reform recorded documents that arguable have failed to provide for the Debtor's rights as declarant pursuant to the CCRs recorded in Docket 11864, page 649, in the Pima County Recorder's Office.

The Debtor asserts that there are no avoidable pre-petition transfers that should be pursued and thus there is no other bankruptcy litigation.

1 VI. AFFILIATES OF THE DEBTOR

2 None.

3 VII. SUMMARY OF THE CHAPTER 11 PLAN OF REORGANIZATION

4 In accordance with 11 U.S.C. Section 1122, all claims against the Debtor are classified and  
5 treated as follows:

6 A. Class 1: Allowed Administrative Claims.

7 Class 1 shall consist of allowed administrative costs and expenses, the attorney's fees and  
8 costs for all Debtors associated with Plan confirmation and associated litigation, and the fees and  
9 costs for and any unpaid post-petition taxes or quarterly fees of the United States Trustee. These  
10 claims will be paid in full on the Effective Date of the Plan or shall be paid in installments as  
11 agreed by the holder of any such claim.

12 B. Class 2: Allowed Priority claims of governmental units.

13 1. Classification: Class 2 consists of Allowed Claims by local, state and federal  
14 governmental taxing authorities. The Debtor believes there are no Class 2 claims.

15 C. Class 3: General Unsecured Creditors class

16 1. Classification: Class 3 shall consist of all Allowed Unsecured Claims against all of  
17 the Debtors, including tax claims not entitled to priority, if any, the claims of trade creditors,  
18 judgment creditors and any general unsecured claim whose claims are allowed. The Debtor  
19 estimates that this class is owed over \$5,267.93.

20 2. Impaired: Class 3 is impaired.

21 3. Treatment: The Debtors shall pay the sum of \$1,000 in 5 monthly installments and  
22 a final sixth installment of \$267.93 commencing on Effective Date of the Plan which installments  
23 shall be shared pro-rata by holders of Allowed Unsecured Claims.

24 H. Class 4: Disputed Claims of Carroll Properties, LLC, Foothills Legacy, LLC,  
25 Maxwell Real Estate Holdings, LLC and River Road Properties, LLC ("Disputed Claimants")

26 1. Classification: Class 4 shall consist of the disputed claim asserted by the Disputed

1 Claimants against the Debtor arising from the Pima County Superior Court judgement for \$45,158  
2 attorney's fees in C20163400. The Debtor has pending a motion for new trial which if successful  
3 will resolve such judgment. If such motion for new trial is unsuccessful, the Debtor shall appeal  
4 such judgment. In the event that such appeal is unsuccessful in setting aside the judgment,  
5 Debtors shall modify this Plan to set forth terms of payment of the Disputed Claimants' claims. .

6 2. Impaired: Class 4 is impaired.

7 3. Treatment: The Debtor has pending a motion for new trial which if successful will  
8 resolve such judgment. If such motion for new trial is unsuccessful, the Debtor shall appeal such  
9 judgment. In the event that such appeal is unsuccessful in setting aside the judgment, Debtors  
10 shall modify this Plan to set forth terms of payment of the Disputed Claimants' claims. The Debtor  
11 shall pay nothing on the Class 4 claim unless and until this Plan is modified as set forth above.

12 J. Class 5: Equity Interest in the Debtor.

13 1. Classification: Class 5 consists of the equity security interests of David Mason in  
14 the Debtor.

15 2. Impaired: Class 5 is impaired.

16 3. Treatment: Class 5 claimant shall retain his equity interest in the Debtor.

#### 17 VIII. LIQUIDATION ANALYSIS

18 The Debtor believes that liquidation is not in the best interest of parties in interest.  
19 Pursuant to the provisions of the Bankruptcy Code providing for Court approval of a Plan of  
20 Reorganization, Debtor is required to pay creditors at least as much as creditors would receive in a  
21 Chapter 7 liquidation case, after costs of administration and the liquidation of the Debtor's assets.  
22 11 U.S.C §1129(a)(7)(ii). The Plan proposed full payment of all Allowed Claims.

23 All administrative claims in the chapter 11 case would be entitled to priority over the  
24 general unsecured claims, but would remain subordinate to the administrative claims incurred in  
25 the administration of the Chapter 7 estate.

#### 26 IX. MEANS FOR EXECUTION OF THE PLAN



1 Continuation of the Debtor's Business: The Debtor, as reorganized, will retain all property  
2 of the estate, excepting property which is to be sold or otherwise disposed of as provided for  
3 herein (if applicable), executory contracts which are rejected pursuant to this Plan, and property  
4 transferred to creditors of the Debtor pursuant to the express terms hereof. The retained property  
5 shall be used and employed by the Debtor in the continuance of its business. The source of  
6 funding for the Plan payments shall be from the Debtor's future operations.

7 The Debtor shall commence in this Court a declaratory judgment action naming the  
8 Hacienda Del Sol Partners, LLC, The Villas at Hacienda Del Sol, Inc. and any other necessary  
9 party. Such action will seek to clarify and necessarily reform recorded documents that arguable  
10 have failed to provide for the Debtor's rights as declarant pursuant to the CCRs recorded in  
11 Docket 11864, page 649, in the Pima County Recorder's Office.

12 The Debtor believes that the Plan is feasible. Attached as Exhibit A is projection of  
13 income and expenses.

14 X. ADMINISTRATIVE EXPENSES

15 The Debtor estimates that administrative expenses in this case will be the Debtor's attorney  
16 fees and costs associated with Plan confirmation and associated litigation, and the fees and any  
17 unpaid post-petition taxes or quarterly fees of the United States Trustee.

18 XI. POST CONFIRMATION MANAGEMENT

19 RHH will be operated by its owner David Mason.

20 XII. POST CONFIRMATION FINANCIAL REPORTS AND FEES

21 The Debtor shall file post-confirmation financial reports on a quarterly basis as required by  
22 law. Copies of such reports shall be provided to the United States Trustee.

23 The Debtor shall pay post-confirmation quarterly fees to the United States Trustee as  
24 required by law.

25 XIII. ACCEPTANCE AND CONFIRMATION

26 A. Acceptance. As a condition to confirmation, the Bankruptcy Code requires that

1 each impaired class of claims accept the Plan, with the exceptions described in the following  
2 section. The Code defines acceptance of a plan by a class of claims as acceptance by holders of  
3 two-thirds (2/3) in dollar amount and a majority in number of claims of that class, but for that  
4 purpose counts only those who actually vote to accept or to reject the plan. Thus, holders of  
5 claims who fail to vote are not counted as either accepting or rejecting the plan.

6 B. Classes of claims that are not impaired under a plan are deemed by the Code to  
7 have accepted the Plan. Acceptances of the Plan are being solicited only from those persons who  
8 hold claims in impaired classes. A class is impaired if the legal, equitable or contractual rights  
9 attaching to the claims of that class are modified, other than by curing defaults and reinstating  
10 maturity or by payment in full in cash.

11 C. Confirmation Without Acceptance By All Impaired Classes.

12 1. Classes. The Bankruptcy Code contains provisions for confirmation of a plan even  
13 if the plan is not accepted by all impaired classes, as long as at least one impaired class of claims  
14 has accepted the plan. These “cram-down” provisions for confirmation of a plan despite the non-  
15 acceptance of one or more impaired classes of claims are set forth in §1129(b) of the Code.

16 2. If a class of unsecured claims rejects the Plan, it may still be confirmed so long as  
17 the Plan provides that (i) each holder of a claim included in the rejecting class receive or retain on  
18 account of that claim property which has a value, as of the Effective Date, equal to the allowed  
19 amount of such claim; or that (ii) the holder of any claim that is junior to the claims of such class  
20 will not receive or retain on account of such junior claim any property at all. The Debtor believes  
21 that the Plan meets this test as to all of the impaired classes.

22 3. Whether a creditor votes on the Plan or not, or whether the creditor votes at all,  
23 such party will be bound by the terms and treatment set forth in the Plan if the Plan is accepted by  
24 the requisite majority of creditors and is confirmed by the Bankruptcy Court. Absent some  
25 affirmative act constituting a vote, such creditor will be included in the voting tally as having  
26 accepted the Plan. See, *In re Ruti-Sweetwater, Inc.*, 836 F.2d 1263 (10th Cir. 1988). Allowance

1 of a claim or interest for voting purposes does not necessarily mean that all or a portion of the  
2 claim or interest will be allowed or disallowed for distribution purposes.

3 D. Alternatives to the Plan.

4 1. The Debtor believes that the Plan provides the creditors with the earliest and  
5 greatest possible value that can be realized from their claims. The alternatives to confirmation of  
6 the Plan are the submission of an alternative Plan by the Debtor or any other party in interest.

7 2. Alternatively, a liquidation of the Debtor could be conducted. The Debtor believes  
8 that the distributions to each impaired class under the Plan will be greater and earlier than  
9 distributions that might be received after a Chapter 7 liquidation of the Debtor.

10 3. The Debtor believes that confirmation of the Plan is preferable to the alternatives  
11 described above because the Plan maximizes the allowability of distributions to unsecured  
12 creditors.

13 XIV. TAX CONSEQUENCES

14 A. The Debtor has not obtained a tax opinion and expresses no opinion as to the tax  
15 consequences to the holder of any claim or interest caused the Terms of the Plan.

16 B. Because the Debtor does not express any tax advice, in no event will it, or any  
17 affiliated or professional advisors engaged by them, be liable for tax consequences of this Plan.  
18 Creditors and interest holders must look solely to and rely upon their own advisors as to the tax  
19 consequences of this Plan.

20 XV. RECOMMENDATION OF THE DEBTOR

21 A. The Debtor recommends that the Plan of Reorganization be approved since, it is the  
22 plan most likely to generate the largest dividend to unsecured creditors. The Debtor is of the  
23 opinion that the Plan approval is in the best interest of all creditors and parties in interest.

24 XVI. CONCLUSION

25 A. The materials provided in this Disclosure Statement are intended to assist in voting  
26 on the Plan in an informed fashion. If the Plan is confirmed, each creditor and other parties in

1 interest will be bound by the terms of the Plan; therefore, all creditors and other parties in interest  
2 are urged to review this material and to make such further inquiries as deemed appropriate, and  
3 then cast an informed vote on the Plan.

4 Dated March 26, 2018

5 /s/ Alan R. Solot SBN 006587

6 ALAN R. SOLOT  
7 Attorney for Debtor

8 Copy of the foregoing mailed/transmitted on  
9 March 26, 2018 to:

10 ///

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# EXHIBIT A

River Hacienda Office  
2018 Approved BUDGET

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>INCOME</b>													
Assessments	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 13,316.76	\$ 159,801.08
Parking Fee Income	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 7,980.00
Interest	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 60.00
<b>Total Income</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 13,986.76</b>	<b>\$ 167,841.08</b>
<b>EXPENSES</b>													
<b>MAINTENANCE</b>													
Landscape Contract	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 4,440.00
Maintenance & Repair	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 5,880.00
Plant/Rock Replacement	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 5,700.00
Irrigation Repairs	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 300.00
Tree Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Pest Control	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 1,500.00
Security	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 1,170.00	\$ 14,040.00
Other Contract Services	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 1,500.00
Trash Removal	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 12,600.00
Parking Fees Reserved	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 7,980.00
Parking Fees Open	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 1,295.00	\$ 15,540.00
Paving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Pre Emergent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 400.00
Well Maintenance	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 380.48	\$ 4,565.76
<b>Total Maint</b>	<b>\$ 6,345.48</b>	<b>\$ 6,020.48</b>	<b>\$ 6,270.48</b>	<b>\$ 6,095.48</b>	<b>\$ 6,270.48</b>	<b>\$ 6,220.48</b>	<b>\$ 21,345.48</b>	<b>\$ 6,020.48</b>	<b>\$ 6,270.48</b>	<b>\$ 6,095.48</b>	<b>\$ 6,470.48</b>	<b>\$ 6,020.48</b>	<b>\$ 89,445.76</b>
<b>Utilities</b>													
Electric	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 1,056.00
<b>Total Utilities</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 88.00</b>	<b>\$ 1,056.00</b>
<b>ADMINISTRATION</b>													
Management	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 15,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Admin Fee 15%	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 1,549.11	\$ 18,589.32
Permits, Fees & Taxes	\$ -	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ 150.00
Legzl & Accounting	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
Postage/Printing	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
<b>Total Admin</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,399.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 4,449.11</b>	<b>\$ 5,349.11</b>	<b>\$ 4,349.11</b>	<b>\$ 53,339.32</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 10,782.59</b>	<b>\$ 10,457.59</b>	<b>\$ 10,757.59</b>	<b>\$ 10,532.59</b>	<b>\$ 10,707.59</b>	<b>\$ 10,657.59</b>	<b>\$ 25,782.59</b>	<b>\$ 10,457.59</b>	<b>\$ 10,707.59</b>	<b>\$ 10,632.59</b>	<b>\$ 11,907.59</b>	<b>\$ 10,457.59</b>	<b>\$ 143,841.08</b>
													<b>Surplus \$ 24,000.00</b>
Reserve Contributions	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 24,000.00
													\$ -

River Hacienda Entry  
2018 Draft BUDGET

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>INCOME</b>													
Assessments	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 5,568.14	\$ 66,817.68
Villas Well Income	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 13,126.56
Villas Admin Fee Income	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 1,968.96
Interest	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 66.00
<b>Total Income</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 6,831.60</b>	<b>\$ 81,979.20</b>
<b>EXPENSES</b>													
<b>MAINTENANCE</b>													
Landscape Contract	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 5,820.00
Maintenance & Repair	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 1,500.00
Plant/Rock Replacement	\$ -	\$ -	\$ -	\$ 1,584.00	\$ -	\$ -	\$ -	\$ 1,584.00	\$ -	\$ -	\$ -	\$ -	\$ 4,752.00
Irrigation Repairs	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00	\$ 528.00
Tree Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00
Other Contract Services	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 4,000.00
Well Maintenance	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 317.08	\$ 3,804.96
Well Maintenance Villas	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 1,093.88	\$ 13,126.56
<b>Total Maint</b>	<b>\$ 3,064.96</b>	<b>\$ 2,064.96</b>	<b>\$ 2,064.96</b>	<b>\$ 4,648.96</b>	<b>\$ 2,064.96</b>	<b>\$ 2,064.96</b>	<b>\$ 3,864.96</b>	<b>\$ 3,648.96</b>	<b>\$ 2,064.96</b>	<b>\$ 3,064.96</b>	<b>\$ 2,064.96</b>	<b>\$ 3,648.96</b>	<b>\$ 34,331.52</b>
<b>Utilities</b>													
Electric	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 2,160.00
<b>Total Utilities</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 2,160.00</b>
<b>ADMINISTRATION</b>													
Management	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Admin Fee 15%	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 596.56	\$ 7,158.72
Villas Admin Fee	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 164.08	\$ 1,968.96
Postage/Printing	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 360.00
Legal/Accounting	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
<b>Total Admin</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 2,790.64</b>	<b>\$ 33,487.68</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 6,035.60</b>	<b>\$ 5,035.60</b>	<b>\$ 5,035.60</b>	<b>\$ 7,619.60</b>	<b>\$ 5,035.60</b>	<b>\$ 5,035.60</b>	<b>\$ 6,835.60</b>	<b>\$ 6,619.60</b>	<b>\$ 5,035.60</b>	<b>\$ 6,035.60</b>	<b>\$ 5,035.60</b>	<b>\$ 6,619.60</b>	<b>\$ 69,979.20</b>
													<b>Surplus \$ 12,000.00</b>
<b>Reserve Contributions</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$12,000.00</b>
													<b>\$ 0.00</b>