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February 4, 2013

Raquel Baranow
P. O. Box 666
Tucson, AZ 85702-0666

Re: NT Properties v. 666

Dear Ms. Baranow:

Thank you for your email of January 31. You are right about Lots 67 and 68. Enclosed is an Amended Complaint which eliminates the claim with respect to those past due assessments.

We disagree with respect to the statute of limitations. The Complaint does not seek to foreclose a lien. Rather, it seeks to collect the past due assessments.

Please turn the Amended Complaint promptly over to your attorney so it can be answered timely.

Thank you.

Very truly yours,

HARALSON, MILLER, PITTS,
FELDMAN & McANALLY, P.L.C.



Gerald Maltz

/nc
Enclosure
cc: Steven Russo

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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR PIMA COUNTY

NT PROPERTIES, LLC,

Case No: C20130421

Plaintiff,

AMENDED COMPLAINT (Breach of Contract)

V.

(Judge Carmine Cornelio)

666ISMONEY, LLC,

Defendant.

1. The Court has jurisdiction over the subject matter and over the person of the defendant. Venue is proper in Pima County.

2. Defendant is the owner of Lots 252, 277, 279, 280, 300-303 in the Sycamore Vista Unit No. 5 subdivision and, therefore, is a member of the Sycamore Vista Unit No. 5 Homeowner's Association, Inc. and governed by applicable CC&Rs.

3. From time to time the Homeowner's Association has made Special Assessments against the lot owners including the defendant. The defendant has breached its contract to pay the assessments notwithstanding demand therefor.

1 4. The Special Assessments that the defendant has failed and refused to
2 pay as of January 16, 2013 are as follows:
3

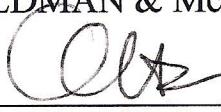
4	Lot 252	55,076.39
5	Lot 277	55,076.39
6	Lot 279	55,076.39
7	Lot 280	55,076.39
8	Lot 300	55,076.39
9	Lot 301	55,076.39
10	Lot 302	55,076.39
11	Lot 303	55,076.39
12	Total	\$440,611.12

13 5. The plaintiff is the assignee of the Special Assessments due and
14 owning from the defendant.

15 6. This is an action arising out of contract within the meaning of A.R.S. §
16 12-341.01.

17 WHEREFORE, the plaintiff requests judgment against the defendant for
18 compensatory damages, no less than \$440,611.12, together with interest, costs,
19 attorney's fees, and such other and further relief as may be just and proper.

21 HARALSON, MILLER, PITT,
22 FELDMAN & McANALLY, PLC

23 By 
24 Gerald Maltz
25 Attorneys for Plaintiff
26