



**OWENS LAW  
FIRM, PLC**

Jared R. Owens, Esq.  
200 W. Frontier St., Suite L  
Payson, AZ 85541  
Tel: (928) 472-4303  
Fax: (928) 472-4309  
jowens@owenslawaz.com

July 6, 2020

**Sent via Certified Mail**

7018 1830 0001 9959 8638

George H. Schriener, Treasurer  
c/o Alpine Heights Homeowners' Association  
P.O. Box 355  
Payson, AZ 85547

Re: Criminal and Civil Liability for Recording Notice and Claim of Lien on  
Tayco Properties, LLC's Real Property

Dear Mr. Schriener and Alpine Heights Homeowners' Association,

My Firm has been retained by Tayco Properties, LLC ("Tayco") to demand Alpine Heights Homeowners' Association (the "HOA") remove the invalid Notice and Claim of Lien recorded on June 9, 2020 with the Gila County Recorder's Office at document number 2020-006286 ("Lien"). As set forth herein, the Lien is groundless, contains false claims, and is otherwise invalid, subjecting the HOA, you, and the other board members, personally, to criminal and civil liability.

The facts in this matter are not in dispute and are public record. On or about January 26, 2015, Tayco obtained ownership of a parcel of property adjacent to lots within the HOA. Tayco's lot is identified by Gila County Assessor Parcel 302-40-022G ("Parcel 022G"). This parcel has never been subject to the HOA, and still remains outside of the HOA. Tayco never purchased Lot 147 which is the alleged basis for the Lien.

On April 15, 2019, a Warranty Deed from Harold Robert Rush and Barbara Lee Rush, as Trustees of the Rush Living Trust dated August 27, 1997, conveyed to the Town of Payson the real property described as "Lot 147, of Alpine Heights, according to Map No. 559, Records of Gila County, Arizona" ("Lot 147"). See Exhibit 1. The Town of Payson purchased Lot 147 for \$95,000.00. See Exhibit 2. The Gila County Assessor's Office identified this lot as a Parcel Number 302-75-147. See Exhibit 3.

George H. Schriener, Treasurer  
c/o Alpine Heights Homeowners' Association  
July 6, 2020  
Page 2

On or about July 17, 2019, Record of Survey 5063, further identified as Document Number 2019-007553, was recorded with Gila County for a "LOT/PARCEL LINE ADJUSTMENT." See Exhibit 4. Subsequently, the lot line of Parcel 022G was adjusted with Lot 147 owner's permission. Tayco did not purchase Lot 147.

The HOA is fully aware of the facts set forth above inasmuch as it previously attempted to collect dues from *both the Town of Payson and Tayco*. Even though the *Town of Payson purchased Lot 147*, not Tayco, the HOA recorded the Lien against Tayco's Parcel 022G. *THIS IS BECAUSE WE WERE NEVER INFORMED OF THE SWAP OR*

The alleged basis for the Lien is the failure to comply with the Declaration of Restrictions. However, the HOA, in bad faith, ignores that only owners of a lot within the HOA are subject to its mandates and control. The Lien states the basis as "Article VI, Assessments-Section 1. 'B' of the Declaration of Restrictions recorded in the office of the Gila County Recorder dated April 14, 2009 document #2009-004365." This provision states:

B. Invoices for said assessment/dues shall be addressed to Owners of a Lot within Alpine Heights subdivision and be tendered annually. In the event any assessment/dues is not paid within thirty (30) days from the October 1<sup>st</sup> due date, a penalty of \$10.00 per month will be assessed. If the assessment/dues has not been paid by the following May 1<sup>st</sup>, the Board of Directors may file lien against the Property in the Gila County Recorder's Office. (Emphasis in original).

Article 1 of the same Declaration of Restrictions define the terms used in Article VI. "Owner" is defined, in pertinent part, as including "the **purchaser of a Lot** under an executor contract for the sale of real property." (Emphasis added). "Owners" is defined as "the owner of record." Further, "Lot" is defined, in pertinent part, as "any parcel of real property designated as a Lot on any recorded Subdivision Map."

The Lien is invalid and baseless against Tayco because Tayco is not the owner of Lot 147; it owns Parcel 022G. The HOA's own documents limit its control to an owner who *purchases* the lot under contract for the sale of real property—something that Tayco never did. Again, it was the Town of Payson who purchased Lot 147, yet the HOA did not record a lien against the Town of Payson.

George H. Schriener, Treasurer  
c/o Alpine Heights Homeowners' Association  
July 6, 2020  
Page 3

Arizona law and the HOA's Declaration of Restriction are clear about the liability of those who participate in the recording of invalid liens like that recorded against Tayco's property. The following will briefly describe your prior criminal and civil liability, as well as your ongoing liability for recording a groundless and invalid lien.

- A.R.S. § 33-420(E) provides that a person recording an invalid lien on real property is guilty of a class 1 misdemeanor. *See Exhibit 5.* A class 1 misdemeanor is the most serious class of misdemeanor and carries with it a maximum term of imprisonment of six months. *See Exhibit 6.*
- A.R.S. § 33-420(A) provides liability against a person who records an invalid lien in the amount of \$500.00 or for treble (triple) the actual damage,<sup>1</sup> whichever is greater, and reasonable attorney's fees and costs.
- A.R.S. § 33-420(C) provides for additional liability against a person who refuses to remove an invalid lien within 20 days after a written request in the amount of \$1,000.00 or for treble (triple) the actual damage, whichever is greater, and reasonable attorney's fees and costs.
- Article III of the Declaration of Restrictions, Section 3 (as well as Arizona law) provides that the HOA board members are subject to personal liability for acting in bad faith and for willful and intentional misconduct.

Accordingly, Tayco requests that the Lien be removed within 20 days of this written request. Otherwise, Tayco will move forward to hold each and every board member who authorized or otherwise participated in the recording of the Lien, along with the HOA itself, accountable for their actions, and make you pay the attorney's fees and costs for having to do so.

In the event the Lien is not removed within 20 days, please provide the contact information and all policy numbers of all insurance policies that may provide coverage for a judgment based upon the HOA's, the board's, and each board member's personal liability in this matter. My office will put each insurer on notice of the pending claims.

---

<sup>1</sup> It should be noted that Tayco's property has been actively listed for sale for \$900,000.00. Should the Lien cause the loss of a sale or otherwise delay a closing, the actual damages would be substantial.

George H. Schriener, Treasurer  
c/o Alpine Heights Homeowners' Association  
July 6, 2020  
Page 4

Your invalid Lien has caused irreversible damage to Tayco and continues to cause damage. You can no longer claim that you were uninformed or did not know of the coming consequences. Govern your actions accordingly.

Best regards,

THE OWENS LAW FIRM, PLC

  
Jared R. Owens, Esq.

JRO/na  
Attachments as indicated

# EXHIBIT 1







at the request of Pioneer Title Agency, Inc.

When recorded mail to  
**Town of Payson**  
**303 N Beeline Hwy**  
**Payson, AZ 85541**

70406071-MPH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 302-75-147

### WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,  
Harold Robert Rush and Barbara Lee Rush, as Trustees of the Rush Living Trust dated August 27, 1997  
do/does hereby convey to

Town of Payson, a Municipal corporation

the following real property situated in Gila County, Arizona:

Lot 147, of ALPINE HEIGHTS, according to Map No. 559, Records of Gila County, Arizona

Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced Trust  
are disclosed in Instrument No. 97-712848, Official Records of Gila County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of  
way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear  
of record.

The Grantor warrants the title against all persons whomsoever.

DATED: April 10, 2019

*Harold Robert Rush*


By: Harold Robert Rush, as Trustee

*Barbara Lee Rush*

By: Barbara Lee Rush, as Trustee

State of Arizona }  
                                  } ss.  
County of Gila }

The foregoing instrument was acknowledged before me this 11th day of April, 2019, by Harold  
Robert Rush and Barbara Lee Rush, as Trustees of the Rush Living Trust dated August 27,  
1997.

  
**MEME HEFLIN**  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires  
January 24, 2022

*Meme Heflin*  
NOTARY PUBLIC

My commission expires: 1/24/22



# **EXHIBIT 2**

**AFFIDAVIT OF PROPERTY VALUE**

**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: 302-75-147  
BOOK MAP PARCEL SPLIT

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 (attach list if necessary):  
(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

Harold Robert Rush and Barbara Lee Rush, as Trustees  
2807 E. Pinegate Ct.  
Pavson, AZ 85541

**3. (a) BUYER'S NAME AND ADDRESS:**

Town of Payson  
303 N Beeline Hwy  
Pavson, AZ 85541

(b) Are the Buyer and Seller related? Yes  No   
If Yes, state relationship:

**4. ADDRESS OF PROPERTY:**

900 N. Hillcrest Dr.  
Pavson, AZ 85541

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

Town of Payson  
303 N Beeline Hwy  
Pavson, AZ 85541

(b) Next tax payment due October 2019

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a.  Vacant Land
- b.  Single Family Residence
- c.  Condo or Townhouse
- d.  2-4 Plex
- e.  Apartment Building
- f.  Commercial or Industrial Use
- g.  Agricultural
- h.  Mobile or Manufactured Home  
 Affixed  Not Affixed
- i.  Other Use; Specify:

**7. RESIDENTIAL BUYER'S USE:** If you checked b, c, d or h in Item 6 above, please check one of the following:

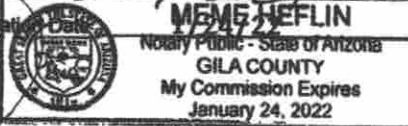
- a.  To be used as a primary residence.
- b.  To be rented to someone other than a "qualified family member".
- c.  To be used as a non-primary or secondary residence.

See reverse side for definitions of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units:  
For Apartments, Motels / Hotels, Mobile Home / RV Parks, 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.

Harold Robert Rush  
Signature of Seller / Agent By: Harold Robert Rush, as Trustee  
State of Arizona, County of Gila  
Subscribed and sworn to before me on this 11 day of April, 2019  
Notary Public: [Signature]  
Notary Expiration Date: \_\_\_\_\_



**FOR RECORDER'S USE ONLY**

[Large handwritten number '1' and other markings]

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

**10. SALE PRICE:** \$ 95,000.00

**11. DATE OF SALE (Numeric Digits):** 04 / 2019  
Month / Year

**12. DOWN PAYMENT** \$ 95,000.00

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

**14. PERSONAL PROPERTY (see reverse side for definition):**  
(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes  No   
(b) If Yes, provide the dollar amount of the Personal Property:  
\$ 00 AND  
briefly describe the Personal Property:

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

**16. SOLAR / ENERGY EFFICIENT COMPONENTS:**  
(a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes  No   
If Yes, briefly describe the solar / energy efficient components:

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**  
Pioneer Title Agency, Inc.  
421 S. Beeline Hwy, P.O. Box 250, Pavson, AZ 85541  
Phone: (928) 474-3235

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

Signature of Buyer / Agent By: Tom Morrissey, Mayor  
State of Arizona, County of Gila  
Subscribed and sworn to before me on this \_\_\_ day of April, 2019  
Notary Public: \_\_\_\_\_  
Notary Expiration Date: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

Lot 147, of ALPINE HEIGHTS, according to Map No. 559, Records of Gila County, Arizona

Unofficial Copy

**AFFIDAVIT OF PROPERTY VALUE**

**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: 302-75-147  
BOOK MAP PARCEL SPLIT

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 (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

Harold Robert Rush and Barbara Lee Rush, as Trustees  
2807 E. Pinegate Ct.  
Payson, AZ 85541

**3. (a) BUYER'S NAME AND ADDRESS:**

Town of Payson  
303 N Beeline Hwy  
Payson, AZ 85541

(b) Are the Buyer and Seller related? Yes  No   
If Yes, state relationship: \_\_\_\_\_

**4. ADDRESS OF PROPERTY:**

900 N. Hillcrest Dr.  
Payson, AZ 85541

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

Town of Payson  
303 N Beeline Hwy  
Payson, AZ 85541

(b) Next tax payment due October 2019

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a.  Vacant Land
- b.  Single Family Residence
- c.  Condo or Townhouse
- d.  2-4 Plex
- e.  Apartment Building
- f.  Commercial or Industrial Use
- g.  Agricultural
- h.  Mobile or Manufactured Home  
 Affixed  Not Affixed
- i.  Other Use; Specify: \_\_\_\_\_

**7. RESIDENTIAL BUYER'S USE:** If you checked b, c, d or h in Item 6 above, please check one of the following:

- a.  To be used as a primary residence.
- b.  To be rented to someone other than a "qualified family member".
- c.  To be used as a non-primary or secondary residence.

See reverse side for definitions of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: \_\_\_\_\_  
For Apartments, Motels / Hotels, Mobile Home / RV Parks, 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 By: Harold Robert Rush, as Trustee  
State of Arizona County of Gila  
Subscribed and sworn to before me on this 15 day of April 2019  
Notary Public \_\_\_\_\_  
Notary Expiration Date \_\_\_\_\_

**FOR RECORDER'S USE ONLY**

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

**10. SALE PRICE:** \$ 95,000.00

**11. DATE OF SALE (Numeric Digits):** 04 / 2019  
Month / Year

**12. DOWN PAYMENT** \$ 95,000.00

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

- 14. PERSONAL PROPERTY (see reverse side for definition):**
- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes  No
- (b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: \_\_\_\_\_

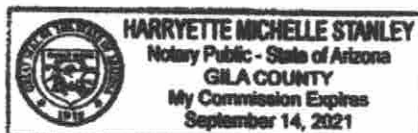
- 15. PARTIAL INTEREST:** If only a partial ownership interest is being sold, briefly describe the partial interest: \_\_\_\_\_

- 16. SOLAR / ENERGY EFFICIENT COMPONENTS:**
- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes  No
- If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**  
Pioneer Title Agency, Inc.  
421 S. Beeline Hwy, P.O. Box 250, Payson, AZ 85541  
Phone: (928) 474-3235

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

Tom Morrissey  
Signature of Buyer / Agent By: Tom Morrissey, Mayor  
State of Arizona County of Gila  
Subscribed and sworn to before me on this 15 day of April 2019  
Notary Public Haryette Michelle Stanley  
Notary Expiration Date 09-14-2021



**EXHIBIT "A"**  
**Legal Description**

Lot 147, of ALPINE HEIGHTS, according to Map No. 559, Records of Gila County, Arizona

Unofficial Copy

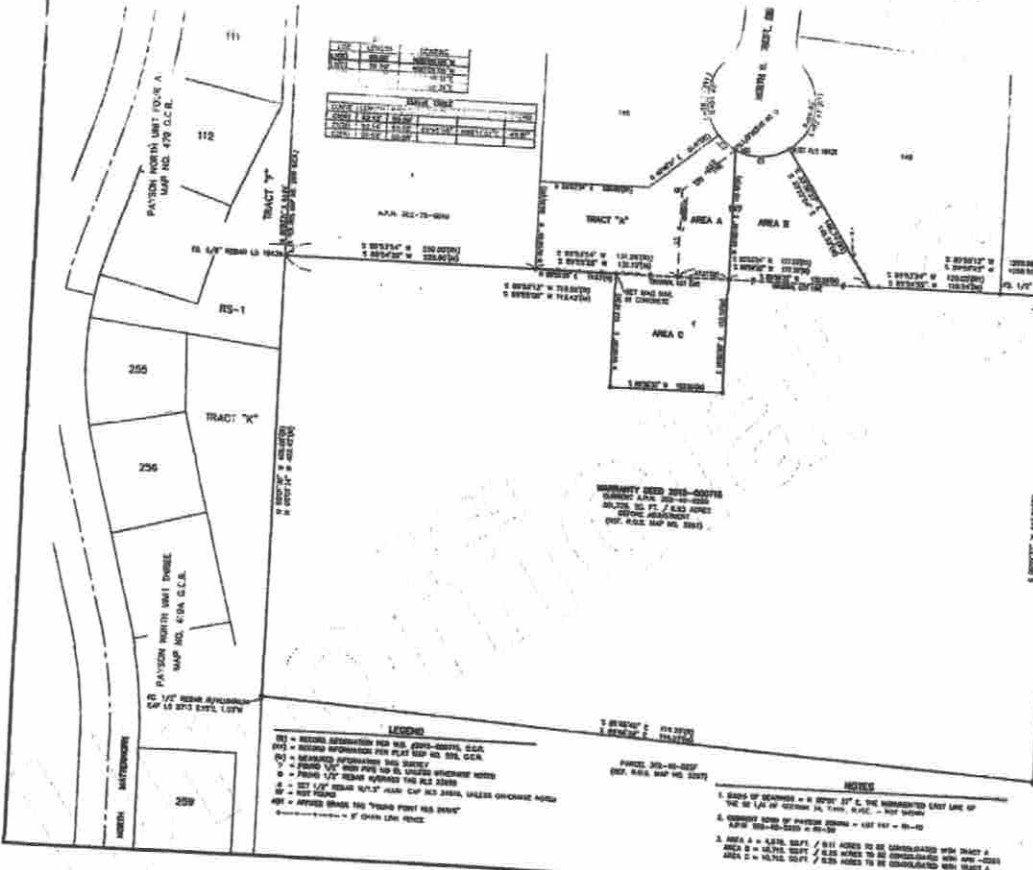
# **EXHIBIT 3**



# **EXHIBIT 4**



OF TRACT "A" ...  
 2019-00481, GILA COUNTY RECORDS LOCATED IN THE NE 1/4 AND SE 1/4 OF SECTION 34, TOWNSHIP 11  
 NORTH, RANGE 10 EAST OF THE GILA & SANTA RIVER CANTON TOWNSHIP, COUNTY, ARIZONA.



**TOWN OF PAYSON APPROVALS**

APPROVED BY THE TOWN ENGINEER OF THE TOWN OF PAYSON, ARIZONA, THIS 15<sup>TH</sup> DAY OF JANUARY, 2019.

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE TOWN OF PAYSON, ARIZONA, THIS 15<sup>TH</sup> DAY OF JANUARY, 2019.

BY: [Signature]

BY: [Signature]

SEAL: [Seal]

SEAL: [Seal]

**OWNER'S COMMENT**

STATE OF Arizona

COUNTY OF Maricopa

ALL AND ANY OF THESE PRECISES.

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED IS THE OWNER OF AREA C LAND DESCRIBED HEREIN AND HEREBY CERTIFIES THAT THE LAND HAS NOT BEEN GRANTED IN WRITING FOR THE PRODUCTION AND PLACING OF THIS MAP.

DATE: 1/15/19

BY: [Signature]

NAME: [Name]

**ACKNOWLEDGMENT**

STATE OF Arizona

COUNTY OF Maricopa

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15<sup>TH</sup> DAY OF JANUARY, 2019.

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

**CERTIFICATION**

THIS IS TO CERTIFY THAT THIS MAP, INCLUDING THE 10' ZONE, WAS PREPARED BY A LICENSED SURVEYOR AND THAT THE SURVEYING WAS DONE IN ACCORDANCE WITH THE PROVISIONS OF THE ARIZONA SURVEYING ACT.

**NORTHSTAR SURVEYING**  
 INCORPORATED

1000 N. BROADWAY, SUITE 200, PHOENIX, ARIZONA 85004 • (602) 954-8888

REF. PROJECT 00-145 PROJECT NO. 19-004

5063

33-420. False documents; liability; special action; damages; violation; classification

- A. A person purporting to claim an interest in, or a lien or encumbrance against, real property, who causes a document asserting such claim to be recorded in the office of the county recorder, knowing or having reason to know that the document is forged, groundless, contains a material misstatement or false claim or is otherwise invalid is liable to the owner or beneficial title holder of the real property for the sum of not less than five thousand dollars, or for treble the actual damages caused by the recording, whichever is greater, and reasonable attorney fees and costs of the action.
- B. The owner or beneficial title holder of the real property may bring an action pursuant to this section in the superior court in the county in which the real property is located for such relief as is required to immediately clear title to the real property as provided for in the rules of procedure for special actions. This special action may be brought based on the ground that the lien is forged, groundless, contains a material misstatement or false claim or is otherwise invalid. The owner or beneficial title holder may bring a separate special action to clear title to the real property or join such action with an action for damages as described in this section. In either case, the owner or beneficial title holder may recover reasonable attorney fees and costs of the action if he prevails.
- C. A person who is named in a document which purports to create an interest in, or a lien or encumbrance against, real property and who knows that the document is forged, groundless, contains a material misstatement or false claim or is otherwise invalid shall be liable to the owner or title holder for the sum of not less than one thousand dollars, or for treble actual damages, whichever is greater, and reasonable attorney fees and costs as provided in this section, if he wilfully refuses to release or correct such document of record within twenty days from the date of a written request from the owner or beneficial title holder of the real property.
- D. A document purporting to create an interest in, or a lien or encumbrance against, real property not authorized by statute, judgment or other specific legal authority is presumed to be groundless and invalid.
- E. A person purporting to claim an interest in, or a lien or encumbrance against, real property, who causes a document asserting such claim to be recorded in the office of the county recorder, knowing or having reason to know that the document is forged, groundless, contains a material misstatement or false claim or is otherwise invalid is guilty of a class 1 misdemeanor.

# **EXHIBIT 6**

13-707. Misdemeanors: sentencing

A. A sentence of imprisonment for a misdemeanor shall be for a definite term to be served other than a place within custody of the state department of corrections. The court shall fix the term of imprisonment within the following maximum limitations:

1. For a class 1 misdemeanor, six months.
2. For a class 2 misdemeanor, four months.
3. For a class 3 misdemeanor, thirty days.

B. A person who is at least eighteen years of age or who has been tried as an adult and who stands convicted of any misdemeanor or petty offense, other than a traffic offense, and who has been convicted of one or more of the same misdemeanors or petty offenses within two years next preceding the date of the present offense shall be sentenced for the next higher class of offense than that for which the person currently is convicted. Time spent incarcerated within the two years next preceding the date of the offense for which a person is currently being sentenced shall not be included in the two years required to be free of convictions.

C. If a person is convicted of a misdemeanor offense and the offense requires enhanced punishment because it is a second or subsequent offense, the court shall determine the existence of the previous conviction. The court shall allow the allegation of a prior conviction to be made in the same manner as the allegation prescribed by section 28-1387, subsection A.

D. A person who has been convicted in any court outside the jurisdiction of this state of an offense that if committed in this state would be punishable as a misdemeanor or petty offense is subject to this section. A person who has been convicted as an adult of an offense punishable as a misdemeanor or petty offense under the provisions of any prior code in this state is subject to this section.

E. The court may direct that a person who is sentenced pursuant to subsection A of this section shall not be released on any basis until the sentence imposed by the court has been served.