



Unofficial Document

OF
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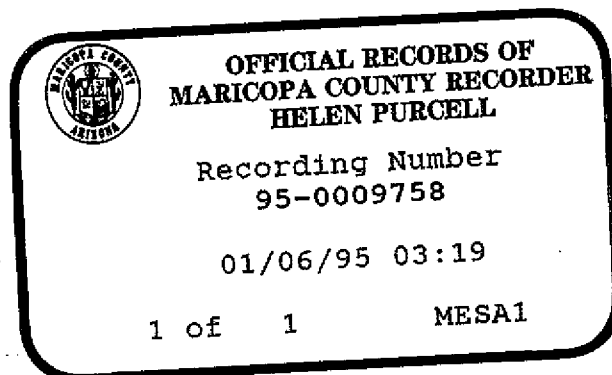
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MESA2 2 OF 2

When recorded return to:
San Marcos Country Club Estates HOA
1255 W. Baseline Rd., Suite 292
Mesa, Arizona 85202

Re-recorded **FIFTH DECLARATION OF ANNEXATION AND TRACT DECLARATION / SAN MARCOS COUNTRY CLUB ESTATES (Existing Homes)** to add additional signatures (Counter Signature Pages attached hereto).

When recorded return to:
Clare H. Abel, Esq.
Burch & Cracchiolo, P.A.
P. O. Box 16882
Phoenix, Arizona 85011



FIFTH DECLARATION OF ANNEXATION
AND
TRACT DECLARATION

SAN MARCOS COUNTRY CLUB ESTATES

(Existing Homes)

THIS FIFTH DECLARATION OF ANNEXATION AND TRACT
DECLARATION is made this 31st day of DECEMBER, 1994, by the
undersigned Owners of real property Unofficial Document and FOCUS DEVELOPMENT
CORPORATION, an Arizona corporation ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant executed and caused to be recorded
the Third Amended and Restated Declaration of Covenants,
Conditions and Restrictions for San Marcos Country Club Estates
on September 30, 1993, at Instrument No. 93-0664349, Official
Records of Maricopa County, Arizona, as may be amended from time
to time (collectively, the "Declaration"), which covers property
known as San Marcos Country Club Estates; and

WHEREAS, the Owners of the real property described
herein desire to submit their real property to the Declaration
and to be made a part of the San Marcos Country Club Estates and
is hereafter subject to the Declaration (hereinafter "Existing
Homeowners").

WHEREAS, Article XIV of the Declaration contemplates
that additional property may be annexed into the San Marcos
Country Club Estates and Paragraph 4.1 of the Declaration
provides that Tract Declarations for the Annexation Property
would be executed and recorded periodically as the development of
San Marcos Country Club Estates proceeds; and

WHEREAS, the undersigned, as holders of legal title to the property described herein, now wishes to record this Fifth Declaration of Annexation and Tract Declaration for the property described herein;

NOW, THEREFORE, the undersigned hereby declare, covenant and agree as follows:

ARTICLE I

Declaration of Annexation for Existing Homeowners

1.1 Description of the Covered Property. Declarant has previously recorded the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for San Marcos Country Club Estates recorded on September 30, 1993, at Instrument No. 93-0664349, Official Records of Maricopa County, Arizona, and the Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664350 (hereinafter "Phase I"), and the First Declaration of Annexation and Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664351, (hereinafter "Phase II"), and the Second Declaration of Annexation and Tract Declaration recorded on DECEMBER 20, 1993, at Instrument No. 93-0888240 (hereinafter "Village I"), and the Third Declaration of Annexation and Tract Declaration recorded on DECEMBER 20, 1993, at Instrument No. 93-0888241 (hereinafter "Village II"), Unofficial Document Official Records of Maricopa County, Arizona, as the record owner of the property described therein and the record Owners of the real property described in the Fourth Declaration of Annexation and Tract Declaration recorded on MAY 27, 1994, at Instrument No. 94-0427469 (hereinafter "Phase I-A"), Official Records of Maricopa County, Arizona, joined in the Declaration, all of which collectively is known as the "Covered Property").

1.2 Description of the Annexation Property. In addition to the Property described in Section 1.1 above, the Covered Property shall now include the real property which is hereinafter described (hereinafter "Existing Homes").

1.3 Declaration. Pursuant to Article XIV, and, specifically, Paragraph 14.1 thereof, Declarant and the record Owners of such property do hereby submit the property described herein, including the improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, all of which hereafter may be referred to as the "Property" or the "Covered Property," to the Declaration and said Declarant hereby do further declare that all of such Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are declared to be in furtherance of the plan for the improvement, development and sale

of said Property and are established for the purpose of enhancing and perfecting the value and desirability of said Property and every part thereof. No property other than that brought within the Covered Property by the Declaration, the subsequent Declarations of Annexation and this Fifth Declaration of Annexation is deemed subject to the Declaration unless and until specifically made subject thereto as provided in the Declaration.

1.4 All Other Provisions. Except as otherwise provided herein, all other provisions of the Declaration shall remain and are the same and shall apply to all of the Property set forth in Section 1.2 as though fully set forth herein.

ARTICLE II

Tract Declaration

2.1 Definitions. Capitalized terms used in this Fifth Declaration of Annexation and Tract Declaration shall have the meaning set forth for such terms in the Declaration.

2.2 Additional Covenants, Conditions, Restrictions, Reservations and Easements Applicable to the Parcel. The following covenants, conditions, restrictions, reservations and easements shall apply to the property described herein:

(a) Compliance with Law. No improvement shall be constructed or allowed to remain ^{Unofficial Document} on the property described herein and no activity shall be engaged in on the property described herein that would violate any applicable law, ordinance or regulation.

(b) Restriction on Further Subdivision, Property Restrictions and Rezoning. Except with respect to property owned by the Declarant, there shall be no resubdivision affecting the property described herein except as set forth on the plats which relate to the real property described herein, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board, which approval must be evidenced on the recorded plat, a declaration or other instrument evidencing such subdivision or transfer. No portion of a Lot which is less than the entire Lot, together with all improvements thereon, may be rented. No further covenants, conditions, restrictions, reservations or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument, and without such approval, such covenants, conditions, restrictions, reservations and easements shall be null and void. No applications for rezoning, variances or use permits shall be filed without the prior written approval of the Board.

(c) Residential Use. The property described herein shall be used only for single-family residential use and no Resident shall conduct any gainful trade or occupation on any Lot. No structure whatsoever, other than one private, single-family dwelling unit, together with a private garage, a guest house or servant quarters and other facilities reasonably related to residential use (all of which must be approved in advance by the Architectural Committee), shall be placed, erected or permitted on any Lot.

(d) Minimum Sizes. The minimum interior square footage for Dwelling Units on the Lots, excluding garages, porches, patios and detached buildings, shall be 2,400 square feet.

(e) Height of Buildings. No building or structure constructed upon any Lot shall exceed twenty-four (24) feet in height and in no event shall said elevation of said building or structure be such as to unreasonably obstruct the view of Owners of adjoining Lots or from the fairways located on the golf course commonly referred to as the San Marcos Golf Course in Chandler, Arizona.

(f) Golf Balls. Owners, resident, tenants, guests and other persons, owning, occupying or using any Lot, Common Area or other area adjacent or in close proximity to a golf course are deemed to have assumed the risks of personal injury or property damage resulting from golf balls unintentionally hit onto such Lot, Common Area or other area by a person playing golf on any adjacent or nearby golf course.

(g) Landscaping and Street Trees. That portion of the yard of any Lot within the property described herein which is Visible From Neighboring Property or from Common Areas or streets shall be completely landscaped and planted prior to issuance of a certificate of occupancy. All landscaping shall reflect, complement and enhance the character of the neighborhood and shall serve to screen, accent, soften and improve the visual character of the Lots and Commons Areas.

(h) Perimeter and Side Yard Walls Adjacent to Golf Course. Notwithstanding anything contained herein or in the Declaration to the contrary, the Owners of the Existing Homes adjacent to a golf course shall not erect a solid perimeter wall or berm adjacent to the golf course or within twelve (12) feet along any side yard wall closest to the golf course. Such Owners may erect a solid berm or wall, provided it is no more than twenty-four (24) inches in height. The balance, if any, of such perimeter or side yard wall adjacent to a golf course shall be wrought iron not to exceed a total height of six (6) feet. In any event such perimeter and side yard walls shall be subject to

the provision for architectural review set forth in Paragraph 4.1.1 of the Declaration.

(i) Specific Architectural Restrictions. The architectural style of any building or structure constructed on any Lot shall reflect, complement and enhance the character of the neighborhood or neighborhoods within the Property. The exterior colors of any building or structure constructed on any Lot shall be in the range of shades of white, conservative pastels or soft earth tones, or of conservative and attractive brick, block, stone or wood. Bright colors shall be permitted only with approval of the Architectural Committee.

All new construction, modification or alteration of existing construction shall be subject to the review and approval of the Architectural Committee as provided in the Declaration.

(j) Lighting: All exterior lighting shall be diffuse and indirect whereby no light sources are directly visible from any Lot or from any private street or accessway adjoining such Lot. Each Lot within Phase II shall have two (2) exterior "Bollard" style lights installed, one light unit on each side of a driveway to each Lot. Such lighting shall be installed prior to issuance of a certificate of occupancy for any structure constructed on a Lot. "Bollard lighting" and security lighting, which only functions when triggered by a motion detector and stays on only briefly thereafter, may be direct, need not be diffuse and may be visible from ^{Unofficial Document} any point.

(k) Signs. No signs whatever nature, visible from neighboring property, shall be placed on any Lot except: (i) signs required by legal proceedings; and (ii) signs, including "for sale" and "for lease" signs, builder signs, lender signs and subdivision signs, the nature, number, location, contact and design of which shall be approved in advance and in writing by the Architectural Committee.

(l) Declarant's Exemption. Nothing contained in this Fifth Declaration of Annexation and Tract Declaration shall be construed to prevent the construction, installation or maintenance by Declarant or its agents of improvements or signs deemed necessary or convenient by Declarant, in its sole discretion, to the development or sale of property within San Marcos Country Club Estates.

(m) Model Homes. Nothing contained herein or in the Declaration shall prohibit the construction and maintenance of model homes and marketing incidental thereto by persons engaged in the construction or marketing of Dwelling Units within the subject property, so long as the models are open only during reasonable hours and otherwise are in compliance with the provisions of the Declaration, this Fifth Declaration of

Annexation and Tract Declaration and ordinances of any applicable governmental entity having jurisdiction over the subject property. All model homes shall cease to be used as such at any time the Owner (or lessee thereof, as the case may be) is not actively engaged in the construction and sale of Dwelling Units within the subject property and no model home shall be used for the sale of residences not located within the subject property.

2.3 Voting Rights. Article VI of the Declaration provides that the Owner, other than Declarant, of each Lot contained within the Existing Homes shall be entitled to One (1) Class A Membership in the Association.

2.4 Nonconforming Status. Notwithstanding anything contained herein or in the Declaration to the contrary, any building or structure, landscaping, lighting arrangement or other similar usage associated with occupancy, existing at the time this instrument is recorded, may be continued or maintained in accordance with the provisions of this Tract Declaration. To bring about the eventual improvement or elimination of nonconformities, and enhance the character of the development, any nonconformity of use, structure or parcel of land which is voluntarily discontinued for a period of 365 consecutive days or more shall be deemed abandoned and any further use, reconstruction or restoration must conform with the terms of the Declaration and this Tract Declaration. Whenever a nonconforming use or structure has been changed to a more restricted use or structure or to a conforming Unofficial Document structure, such use shall not thereafter be changed to a less restricted or nonconforming use or structure.

2.5 Assessment Limitations. Notwithstanding anything contained in the Declaration or this Tract Declaration to the contrary, in consideration of the improvements made to the Property by the Owners of the Existing Homes and their contributions to the upkeep and character of the Property in the past, and in an effort to bring together all of the real property in the immediate vicinity of San Marcos Country Club into one cohesive neighborhood, the Declarant, the Association and the undersigned Owners of Existing Homes have agreed, beginning on the date this Fifth Declaration of Annexation is recorded and continuing until the earlier of (i) the transfer of title to the Existing Home to a new Owner or (ii) January 1, 1998, the undersigned Owners of real property described herein shall be exempt from the Annual, Parcel or Special Assessments described in Section 7.1 of the Declaration. In lieu thereof, the Owners of Existing Homes shall pay Existing Owner Fees as follows: for 1994, the total sum of FOUR HUNDRED FORTY AND NO/100 DOLLARS (\$440.00); for 1995, the total sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00); for 1996, the total sum of FOUR HUNDRED AND SIXTY AND NO/100 DOLLARS (\$460.00); and for 1997, the total sum of FIVE HUNDRED AND FORTY AND NO/100 DOLLARS (\$540.00). The

first Existing Owner Fee payment shall be due and payable upon the recording of the Fifth Declaration of Annexation and each payment thereafter shall be due and payable in full on or before the first day of January of each year. Existing Owner Fees shall not be subject to the lien provisions of Article VII, but shall be subject to enforcement as a contract between these parties. Existing Owners Fees which are not timely paid shall be subject to payment of collection costs and interest on delinquent payments consistent with the costs and interest charged on delinquent Assessments under the Declaration.

2.6 Enforcement. The Association and each Owner shall have the right, but not the obligation, to enforce the provision of this Fifth Declaration of Annexation and Tract Declaration and to take corrective action in the event of a breach hereof, in accordance with the terms of the Declaration, and the Association shall be entitled to recover the amount of such costs or expenses from the breaching Owner of the Parcel with respect to which any breach occurred to the same extent, and in the same manner, as if the Association had incurred such costs or expense through actions of the Association.

2.7 Interpretation. This Fifth Declaration of Annexation and Tract Declaration shall be considered an integral part of the Declaration and shall be construed with the Declaration as if the provisions hereof were set forth therein. This Fifth Declaration of Annexation and Tract Declaration shall run with the land and be enforced in accordance with and as a part of the Declaration.

2.8 Counterparts. This Fifth Declaration of Annexation and Tract Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Declarant has caused its name to be signed by the signature of its duly authorized officer as of the date first above written.

Owner, Lot(s) _____
Book _____ of Maps, Page _____,
M.C.R., Arizona

(Blank)

Owner, Lot(s) _____
Book _____ of Maps, Page _____,
M.C.R., Arizona

(Blank)

STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this _____ day
of _____, 1993, by _____,
as Owner of Lots _____, Book _____ of Maps, Page _____,
M.C.R., Arizona.

NOTARY PUBLIC

My Commission Expires:

Unofficial Document

STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this _____ day
of _____, 1993, by _____,
as Owner of Lots _____, Book _____ of Maps, Page _____,
M.C.R., Arizona.

NOTARY PUBLIC

My Commission Expires:

RECEIVED

OCT 11 1994

BANK ONE TRUST COUNTERPART SIGNATURE PAGE
REAL ESTATE DIVISION

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Bradford N. Froude

Owner, Lot (s) see attached
Book 20 of Maps, Page 33,
M.C.R., Arizona

Brad N. Froude
Bradford N. Froude
Anne C. Froude

STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 8 day
of NOV, 1994, by Bradford N. & Anne C. Froude
as Owner of Lots see attached, Book 20 of Maps,
Page 33, M.C.R., Arizona.

Unofficial Document

Dana Polizzi
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Aug. 14, 1998

Valley National Bank of Arizona,
as Trustee under the Bradford N. Froude
Revocable Trust dated May 19, 1983

Parcel No. 1:
Lot 6, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 2:
The North 20 feet of Lot 7, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 3:
The South 30 feet of Lot 5, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 4:

Owner, Lot(s) 6, 7 and 5
Book 20 of Maps, Page 33,
M.C.R., Arizona

Pamela L. Grass
Pamela L. Grass, Corporate Officer
Bank One, Arizona, NA as Trustee for
the Bradford N. Froude Revocable
Trust #0873505

STATE OF ARIZONA)
County of MARICOPA) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 25 day
of July, 1994, by Pamela L. Grass
as Owner of Lots 6, 7 + 5, Book _____ of Maps, Page _____,
M.C.R., Arizona.

Margarette Merced
NOTARY PUBLIC



My Commission Expires: _____

Unofficial Document

STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this _____ day
of _____, 1993, by _____
as Owner of Lots _____, Book _____ of Maps, Page _____,
M.C.R., Arizona.

NOTARY PUBLIC

My Commission Expires: _____

Valley National Bank of Arizona,
as Trustee under the Bradford N. Froude
Revocable Trust dated May 19, 1983

Parcel No. 1: _____
Lot 6, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 2:
The North 20 feet of Lot 7, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 3:
The South 30 feet of Lot 5, SAN MARCOS FAIRWAYS, 20/33

Parcel No. 4:

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) part of 7, all of 8
Book 20 of Maps, Page 33,
M.C.R., Arizona

Elizabeth Breene Gilger
EBA

STATE OF ARIZONA)
) ss.
County of MARICOPA)

THIS INSTRUMENT ACKNOWLEDGED before me this 31st day
of JANUARY, 1994, by ELIZABETH BREENE GILGER
as Owner of Lots part of 7, all of 8, Book 20 of Maps, Page 33,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC

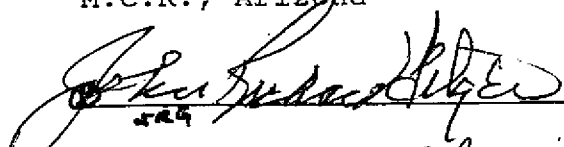
My Commission Expires:

May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 9
Book 20 of Maps, Page 33,
M.C.R., Arizona



Elizabeth B. Gilger

STATE OF ARIZONA)
) ss.
County of MARICOPA)

THIS INSTRUMENT ACKNOWLEDGED before me this 31st day
of JANUARY, 1994, by JOHN & ELIZABETH GILGER
as Owner of Lots 9, Book 20 of Maps, Page 33,
M.C.R., Arizona.



NOTARY PUBLIC

My Commission Expires:
May 2, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Bart Salzman & Jenny Salzman

Owner, Lot (s) 10
Book 122 of Maps, Page 37,
M.C.R., Arizona

Bart Salzman

Jenny Salzman

STATE OF Arizona)
County of Maricopa) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 24th day
of June, 1994, by Bart & Jenny Salzman
as Owner of Lots 10, Book 122 of Maps,
Page 37, M.C.R., Arizona.

Unofficial Document

[Signature]
NOTARY PUBLIC

My Commission Expires:

May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Dale Jorgenson & Doris Jorgenson

Owner Lot (s) 14
Book 122 of Maps, Page 37,
M.C.R., Arizona

x Dale Jorgenson
Doris Jorgenson

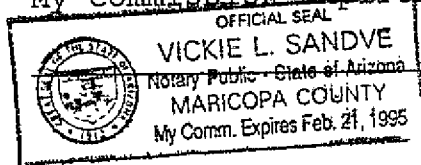
STATE OF *Arizona*)
County of *Maricopa*) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 27 day
of June, 1994, by
as Owner of Lots 14, Book 122 of Maps,
Page 37, M.C.R., Arizona.

Unofficial Document

Vickie Sandve
NOTARY PUBLIC

My Commission Expires:



COUNTERPART SIGNATURE PAGE

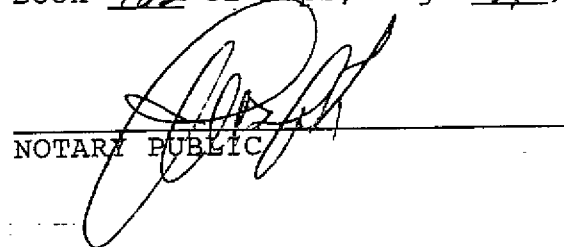
Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 16 ~~16~~
Book 122 of Maps, Page 37,
M.C.R., Arizona



STATE OF Arizona)
County of Maricopa) ss.

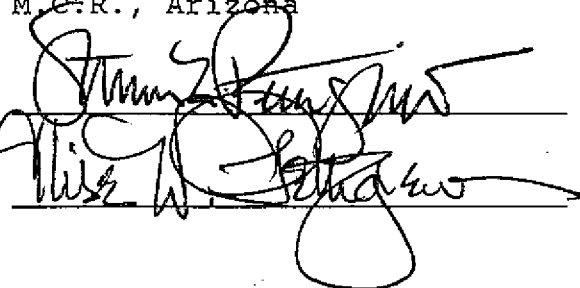
THIS INSTRUMENT ACKNOWLEDGED before me this 24th day
of January, 1994, by MICHAEL A. CRISTINE
as Owner of Lots 16 ~~16~~ Book 122 of Maps, Page 37,
M.C.R., Arizona.


NOTARY PUBLIC

My Commission Expires:
May 7, 1994

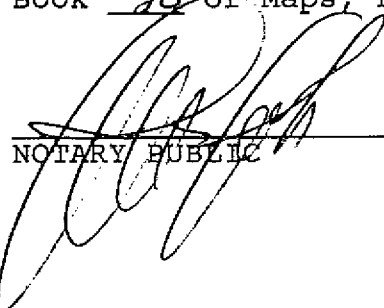
COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 13 ^{and 18 of 122 pg 37}
Book 20 of Maps, Page 33,
M.C.R., Arizona


STATE OF ARIZONA)
County of MARICOPA) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 11th day of NOVEMBER, 1994, by STEPHEN ELISE PETTIGREW as Owner of Lots 13 (and 18 of 122 pg 37) Book 20 of Maps, Page 33, M.C.R., Arizona.


NOTARY PUBLIC

My Commission Expires:

May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

J.E. Dudding + Mona Dudding

Owner, Lot (s) 1519
Book 122 of Maps, Page 37,
M.C.R., Arizona

(X) *J.E. Dudding*
(X) *Mona Dudding*

STATE OF *Arizona*)
County of *Cococino*) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 28 day
of June, 1994, by *J.E. Dudding + Mona Dudding*
as Owner of Lots ~~15~~ 99, Book 122 of Maps,
Page 37, M.C.R., Arizona.

Unofficial Document

Linda M. Snofford
NOTARY PUBLIC

My Commission Expires:
My Commission Expires June 5, 1995

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 20
Book 122 of Maps, Page 37,
M.C.R., Arizona

Walter Steven Matlock
Nancy Matlock

STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACCEPTED before me this 14 day
of FEBRUARY, 1994, by WALTER STEVEN & NANCY MATLOCK
as Owner of Lots 20, Book 122 of Maps, Page 37,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____
May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 22
Book 122 of Maps, Page 37,
M.C.R., Arizona

Hilda E. Mills

STATE OF ARIZONA)
County of MARICOPA) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 9th day
of FEBRUARY, 1994, by Hilda E. Mills
as Owner of Lots 22, Book 122 of Maps, Page 37,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC


My Commission Expires:

May 7, 1996

COUNTERPART SIGNATURE PAGE

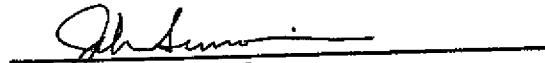
Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot (s) 76
Book 122 of Maps, Page 37,
M.C.R., Arizona


Stephen G. Kendrick

STATE OF Az)
County of MARICOPA) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 17 day
of Dec, 1994, by STEPHEN KRENDICK
as Owner of Lots 76, Book 122 of Maps,
Page 37, M.C.R., Arizona. Unofficial Document


NOTARY PUBLIC

My Commission Expires:
3-31-98

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 34
Book 20 of Maps, Page 33,
M.C.R., Arizona

Damon C. J. Jeka

STATE OF Arizona)
County of Maricopa) ss.

THIS INSTRUMENT Unofficial Document ACKNOWLEDGED before me this 30th day
of January, 1994, by *Doreen O. Nelson*
as Owner of Lots 34, Book 20 of Maps, Page 33,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC

My Commission Expires:
May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Jerry B. Chapman & Mary Anne Chapman

Owner, Lot (s) See attached
Book 20 of Maps, Page 33,
M.C.R., Arizona

[Signature]
[Signature]
Mary Anne Chapman

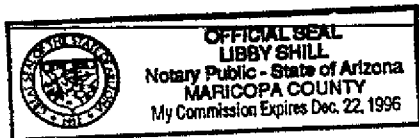
STATE OF _____)
County of _____) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 22nd day
of June, 1994, by Jerry B and Mary Anne Chapman
as Owner of Lots See attached, Book 20 of Maps,
Page 33, M.C.R., Arizona.

Unofficial Document

[Signature]
NOTARY PUBLIC

My Commission Expires:



Jerry B. Chapman and Mary Anne Chapman,
Trustee of the Chapman Family trust,
dated June 21, 1982, as amended
36 South Fairway Drive
Chandler, AZ 85224

7:

Lots 35 and 36, SAN MARCOS FAIRWAYS, 20/33

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot (s) 37
 Book 20 of Maps, Page 33,
 M.C.R., Arizona

Donald Fehrenbach
 Donald A. Fehrenbach, TStee

Alice J. Fehrenbach
 Alice J. Fehrenbach, TStee

STATE OF _____)
) ss.
 County of _____)

THIS INSTRUMENT ACKNOWLEDGED before me this 26 day
 of December, 1994, by Donald Fehrenbach and Alice J. Fehrenbach
 as Owner of Lots 37, Book 20 of Maps,
 Page 33, M.C.R., Arizona.

Unofficial Document

Rynn D. Peterson
 NOTARY PUBLIC

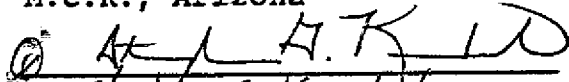
My Commission Expires:

2-4-97

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot ~~38~~ ³⁸ plus attached legal
Book ~~30~~ ³⁰ of Maps, Page 33,
M.C.R., Arizona


Stephen G. Krendick

STATE OF Ar)
County of MARICOPA) SS.

THIS INSTRUMENT ACKNOWLEDGED before me this 17 day
of Dec, 1994, by STEPHEN KRENDICK
as Owner of Lots 38 plus attached legal, Book 30 of Maps,
Page 33, M.C.R., Arizona.

Unofficial Document


NOTARY PUBLIC

My Commission Expires:

3-31-98

Stephen G. Krendick
846 W. Fairway
Chandler, AZ 85224

732-9451

Lot 38, and that portion of Lot 39, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, records of Maricops County, Arizona, described as follows:

BEGINNING at the most Easterly corner of said Lot 39;

thence North 40 degrees, 08 minutes West along the North-easterly lot line to the most Northerly corner thereof;

thence South 40 degrees 30 minutes West along the North-westerly lot line a distance of 20 feet;

thence South 49 degrees 08 minutes East parallel to the Northeasterly lot line to a point on the South-easterly lot line;

thence Northeasterly along said Southeasterly line to the POINT OF BEGINNING.

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 39
Book 20 of Maps, Page 33,
M.C.R., Arizona

Edegar Com Smart
Celia Smart

STATE OF)
) ss.
County of)

THIS INSTRUMENT ACKNOWLEDGED before me this 25th day
of January, 1994, by Edegar Com Smart & Celia Smart
as Owner of Lots 39, Book 20 of Maps, Page 33,
M.C.R., Arizona.

Jeanette A. Dedricka
NOTARY PUBLIC

My Commission Expires:
5-31-96

Edgar Colin Smart and Celia Smart
856 W. Fairway Drive
Chandler, AZ 85224

*Plus
attached
legal*

899-6365

Lot 39, SAN MARCOS FAIRWAYS, according to Book 20 of Maps,
Page 33, records of Maricopa County, Arizona;

EXCEPT BEGINNING at the most Easterly corner of said Lot
39;

thence North 40 degrees, 08 minutes West along the North-
easterly lot line to the most Northerly corner
thereof;

thence South 40 degrees 30 minutes West along the North-
westerly lot line a distance of 20 feet;

thence South 49 degrees 08 minutes East parallel to the
Northeasterly lot line to a point on the South-
easterly lot line;

thence Northeasterly along said Southeasterly line to the
POINT OF BEGINNING.

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 40
Book 20 of Maps, Page 33,
M.C.R., Arizona

[Signature]
[Signature]

STATE OF Arizona)
County of Maricopa) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 15th day
of February, 1994, by Louis Scialloardo and Derrida Guillaerdo
as Owner of Lots 40, Book 20 of Maps, Page 33,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC

My Commission Expires:
May 7, 1994

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 43
Book 20 of Maps, Page 33,
M.C.R., Arizona

Arthur S Schauer

Paulette Schauer

STATE OF ARIZONA)
) ss.
County of MARICOPA)

THIS INSTRUMENT ACKNOWLEDGED before me this 1ST day
of February, 1994, by Arthur S and Paulette Schauer
as Owner of Lots 43, Book 20 of Maps, Page 33,
M.C.R., Arizona.

[Signature]

NOTARY PUBLIC

My Commission Expires:
11/9/94

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot (S) See Attached Legal
Book 20 of Maps, Page 33
M.C.R., Arizona

John M. Quarty

STATE OF)
) SS.
County of)

THIS INSTRUMENT ACKNOWLEDGED before me this 11 day
of November, 1994, by John M. Quarty
as Owner of Lots See attached Legal, Book 20 of Maps,
Page 33, M.C.R., Arizona.

Unofficial Document

[Signature]
NOTARY PUBLIC

My Commission Expires:

May 7, 1996

Parcel No. 1

BEGINNING at the Western most corner of Lot 43, of the subdivision of SAN MARCOS FAIRWAYS, as recorded in Book 20 of Maps, Page 33 thereof, Maricopa County, Arizona, said point also being on the Northerly line of that private roadway known as San Marcos Drive;

thence North 85.00 feet;

thence South 71 degrees 44 minutes 38 seconds East 59.64 feet to a point on the Westerly line of said Lot 43;

thence South 40 degrees 30 minutes 00 seconds West, along the said Westerly line, a distance of 87.21 feet to the POINT OF BEGINNING.

Parcel No. 2

(See 2)

APPROVED:

FOCUS DEVELOPMENT CORPORATION,
an Arizona corporation

By: [Signature]
Its: PRESIDENT

STATE OF ARIZONA)
County of MARICOPA) ss.



THIS INSTRUMENT ACKNOWLEDGED before me this 31st day
of DECEMBER, 1998, by JOE L. COOK, as
PRESIDENT of FOCUS DEVELOPMENT CORPORATION, an
Arizona corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:
September 1, 1998

Unofficial Document

APPROVED:

SAN MARCOS COUNTRY CLUB ESTATES
HOMEOWNERS' ASSOCIATION, INC.

By: _____

Its: _____

PRESIDENT

STATE OF ARIZONA)
County of MARICOPA) ss.



THIS INSTRUMENT ACKNOWLEDGED before me this 31st day
of December, 1994, by Joe L. Cook, as
PRESIDENT of SAN MARCOS COUNTRY CLUB ESTATES
HOMEOWNERS' ASSOCIATION, INC., an Arizona corporation.

Debbie Zavec
NOTARY PUBLIC

My Commission Expires:

September 1, 1998

Unofficial Document

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 10 & 11
Book 20 of Maps, Page 33,
M.C.R., Arizona

John D Vance Jr
Orville E Vance

STATE OF Arizona)
County of Maricopa) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 28th day
of January, 1994, by John D Vance Jr. & Orville E Vance
as Owner of Lots 10 and 11, Book 20 of Maps, Page 33,
M.C.R., Arizona.

[Signature]
NOTARY PUBLIC

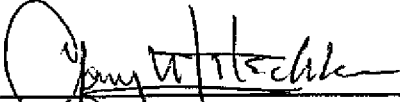
My Commission Expires:

May 7, 1996

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration, and as an addition to recorded document #95-0009758, I (we) the undersigned submit this Counterpart Signature Page to recordation;

Owner, Lot 28 San Marcos Fairways Replat
 Book 122 of Maps, Page 37,
 M.C.R., Arizona

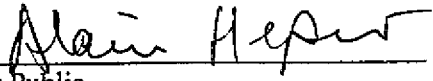
x 
 Starchild Energy, Inc.
 By: Gary W. Litsche
 Its: President

CITY OF CALGARY, ALBERTA)
) ss.
 Country of Canada)

THIS INSTRUMENT ACKNOWLEDGED before me this 19 day of
December, 1995, by Gary W. Litsche, Unofficial Document President, Starchild Energy, Inc.,
 as Owner of Lot 28, Book 122 of Maps, Page 37, M.C.R., Arizona.

My Commission Expires:

N/A


 Notary Public
 — Barrister & Solicitor

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.8 of this Fifth Declaration of Annexation and Tract Declaration, and as an addition to recorded document #95-0009758, I (we) the undersigned submit this Counterpart Signature Page to recordation;

Owner, Lot(s) 32, San Marcos Fairways
Book 20 of Maps, Page 33,
M.C.R., Arizona

Edward Saba

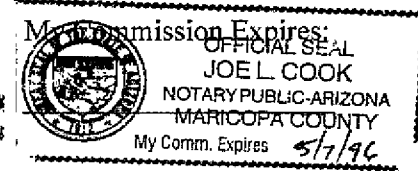
Edward Saba

Christine Corey Saba

Christine Corey Saba

STATE OF Arizona)
) ss.
County of Maricopa)

THIS INSTRUMENT ACKNOWLEDGED before me this 18th day of
MARCH, 1996, by Edward ^{Unofficial Document} CHRISTINE COREY SABA
as Owner of Lot(s) 32, Book 20 of Maps, Page 33, M.C.R., Arizona.



[Signature]
Notary Public