



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

FOURTH DECLARATION OF ANNEXATION

AND

TRACT DECLARATION

SAN MARCOS COUNTRY CLUB ESTATES I

(a.k.a. PHASE I-A)  
(Additional Lots)

THIS FOURTH DECLARATION OF ANNEXATION AND TRACT DECLARATION (hereinafter "Tract Declaration") is made this 27<sup>th</sup> day of May, 1994, by the undersigned individual Owners of real property within San Marcos Country Club Estates Phase I.

W I T N E S S E T H :

WHEREAS, Focus Development Corporation (hereinafter "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 real property described herein was made a part of the San Marcos Country Club Estates and is subject to the Declaration; and,

WHEREAS, Section 4.1 of the Declaration contemplates that Tract Declarations for the 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 wish to join in and record a Tract Declaration for the property described herein;

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

ARTICLE I

Declaration of Annexation  
for San Marcos Country Club Estates Phase I-A

1.1 Description of the Initial Covered Property.

Declarant, as the owner of certain real property legally described in 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 (hereinafter "Phase I"); and the real property legally described in that First Declaration of Annexation and Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664351, Official Records of Maricopa County, Arizona (hereinafter "Phase II"); and the real property legally described in that Second Declaration of Annexation and Tract Declaration recorded on December 30, 1993, at Instrument No. 93-0888240, Official Records of Maricopa County, Arizona (hereinafter "San Marcos Village I"); and the real property legally described in that Third Declaration of Annexation <sup>Unofficial Document</sup> and Tract Declaration recorded on December 30, 1993, at Instrument No. 93-0888241, Official Records of Maricopa County, Arizona (hereinafter "San Marcos Village II"), all of which collectively is referred to 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 property described herein (hereinafter "Phase I-A").

1.3 Declaration. Pursuant to Article XIV, and specifically Paragraph 14.1 thereof, the undersigned 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 Owners 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 and these Declarations 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 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 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.

Unofficial Document

(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 hereinabove, 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. Unofficial Document 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. All trees existing on any Lot at the time of the purchase of said Lot shall remain in the location where situated at the time of said purchase except where their removal or relocation is required by the construction or installation of any improvement or facilities upon said Lot. The front yard of each Lot which is described herein shall contain at least two (2) trees, and shall comply with zoning requirements of the City of Chandler in effect at time Lot is developed. A "street tree" shall be a shade tree planted within twelve (12) feet of the edge of the paved surface of the roadway, but subject to the provision concerning overhead encroachment set forth in the Declaration.

(h) 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.

(i) 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 I shall have two 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 the 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 any point.

(j) 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, <sup>Unofficial Document</sup> number, location, contact and design of which shall be approved in advance and in writing by the Architectural Committee.

(k) Declarant's Exemption. Nothing contained in this 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 it owns within Phase I.

(l) 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 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 described herein contained within San Marcos Country Club Estates I shall be entitled to one (1) Class A Membership in the Association. Notwithstanding anything set forth in the Declaration or in the Tract Declaration of Phase I, for Association Membership and voting purposes, these Lots shall be included within Phase I and shall be added as voting Members within Phase I to increase the number of Memberships attributable to Phase I by one vote for each Lot added herein.

2.4 Enforcement. Declarant shall have the right, but not the obligation, to enforce the provision of this Tract Declaration and to take corrective action in the event of a breach hereof to the same extent that the Association may enforce this Tract Declaration or take corrective action with respect to a breach hereof in accordance with the terms incurred by Declarant in enforcing any provision of this Tract Declaration, shall be reimbursed to Declarant by the Association 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.

2.5 Interpretation. This Tract Declaration shall be considered an integral part of the Declaration and shall be construed with the Declaration <sup>Unofficial Document</sup> as if the provisions hereof were set forth therein. This Tract Declaration shall run with the land and be enforceable in accordance with and as a part of the Declaration.

2.6 Counterparts. This 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.

2.7 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 described in this Tract Declaration as though fully set forth herein.

IN WITNESS WHEREOF, the undersigned Owners have caused their names to be signed by the signature of its duly authorized officer as of the date first above written.

Owner of Lot(s) \_\_\_\_\_, Book \_\_\_\_\_ of  
Maps, Page \_\_\_\_\_

See counter signature  
pages following

Owner of Lot(s) \_\_\_\_\_, Book \_\_\_\_\_ of  
Maps, Page \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Unofficial Document

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.6 of this Fourth Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 10  
Book 350 of Maps, Page 36,  
M.C.R., Arizona

*[Signature]*  
\_\_\_\_\_

STATE OF ARIZONA        )  
                                  ) ss.  
County of MARICOPA     )

THIS INSTRUMENT ACKNOWLEDGED Unofficial Document before me this 11 day  
of MAY, 1994, by ARNALDO BURGOS  
as Owner of Lots 10, Book \_\_\_\_\_ of Maps, Page \_\_\_\_\_,  
M.C.R., Arizona.

*[Signature]*  
NOTARY PUBLIC \_\_\_\_\_

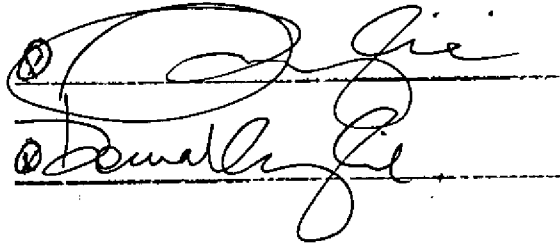
My Commission Expires: 10-13-95  
10-13-95



COUNTERPART SIGNATURE PAGE

Under Paragraph 2.6 of this Fourth Declaration of Annexation and Tract Declaration:

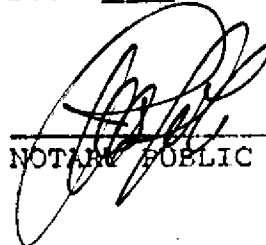
Owner, Lot(s) 18  
Book 350 of Maps, Page 36,  
M.C.R., Arizona



STATE OF ARIZONA )  
County of Maricopa ) ss.

Unofficial Document

THIS INSTRUMENT ACKNOWLEDGED before me, this 11<sup>th</sup> day  
of May, 1994, by Stephen & Donna Sawyers  
as Owner of Lots 18, Book 350 of Maps, Page 36,  
M.C.R., Arizona.

  
NOTARY PUBLIC

My Commission Expires:  
May 7, 1996

When recorded return to:

Clare H. Abel, Esq.  
BURCH & CRACCHIOLO, P.A.  
P. O. Box 16882  
Phoenix, Arizona 85011

**RATIFICATION AND APPROVAL  
(Phase I-A)**

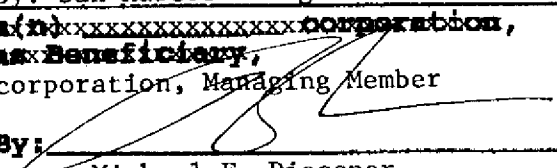
**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned has an interest of record in that certain real property described as Lots 1 and 19-24 San Marcos Country Club Estates I according to the plat recorded at Book 350 of Maps, Page 36, thereof, Official Records of Maricopa County, Arizona, pursuant to that ~~Deed of Trust and Assi~~ <sup>Unofficial Document</sup> ~~ment of Rents recorded on~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~is~~ at Instrument No. 92-300537, Official Records of Maricopa County, Arizona;

NOW, THEREFORE, the undersigned hereby ratifies, confirms and approves 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, and the Fourth Declaration of Annexation and Tract Declaration (Phase I-A) recorded on \_\_\_\_\_, 1993, at Instrument No. \_\_\_\_\_, Official Records of Maricopa County, Arizona, as if the undersigned had joined in the execution thereof.

IN WITNESS THEREOF, the undersigned has caused its name to be signed on this 14th day of February, 1994.

SAN MARCOS PROPERTIES, L.C., an Arizona limited liability company,  
By: San Marcos Management Co., an Arizona ~~corporation,~~ ~~as Beneficiary,~~ ~~corporation,~~ Managing Member

By:   
Michael F. Diessner  
Its: President

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 14th day of February, 1994, by Michael F. Diessner, in his capacity as the President of San Marcos Management Co., an Arizona corporation and the Managing Member of San Marcos Properties, L.C., an Arizona limited liability company, for and on behalf of the corporation on behalf of the limited liability company.

*Jeanette F. Hikel*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Unofficial Document

7AB

STATE OF )  
 ) ss.  
County of )

THIS INSTRUMENT ACKNOWLEDGED before me this \_\_\_\_ day  
of \_\_\_\_\_, 1993, by \_\_\_\_\_, as  
Owner(s) of Lot(s) \_\_\_\_\_ of San Marcos  
\_\_\_\_\_, Book \_\_\_\_ of Maps, Page \_\_\_\_\_, thereof, M.C.R.  
Arizona.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF )  
 ) ss.  
County of )

THIS INSTRUMENT ACKNOWLEDGED before me this \_\_\_\_ day  
of \_\_\_\_\_, 1993, by \_\_\_\_\_, as  
Owner(s) of Lot(s) \_\_\_\_\_ of San Marcos  
\_\_\_\_\_, Book \_\_\_\_ of Maps Page \_\_\_\_\_, thereof, M.C.R.  
Arizona.

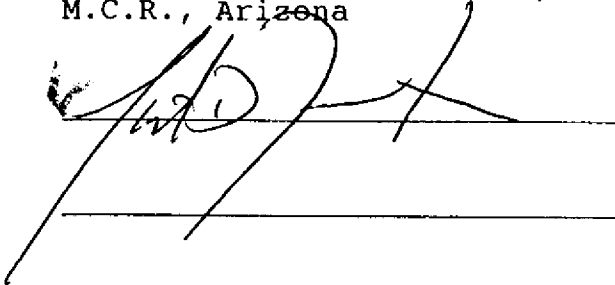
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

COUNTERPART SIGNATURE PAGE

Under Paragraph 2.6 of this ~~Fifth~~ <sup>Fourth</sup> Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 3  
Book 350 of Maps, Page 36,  
M.C.R., Arizona



STATE OF ARIZONA )  
County of MARICOPA ) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 14<sup>th</sup> day of JANUARY, 1994, by SCOT D. TOMITZ, Unofficial Document PRESIDENT PACIFIC WEST DEVELOPMENT as Owner of Lots 3, Book 350 of Maps, Page 36, M.C.R., Arizona.

  
NOTARY PUBLIC

My Commission Expires:  
May 7, 1996



COUNTERPART SIGNATURE PAGE

Under Paragraph 2.6 of this ~~Fifth~~ <sup>Fourth</sup> Declaration of Annexation and Tract Declaration:

Owner, Lot(s) 6  
Book 350 of Maps, Page 36,  
M.C.R., Arizona

James F. Tate  
Suzanne Y. Tate

STATE OF ARIZONA )  
County of MARICOPA ) ss.

THIS INSTRUMENT ACKNOWLEDGED before me this 2<sup>nd</sup> day of FEBRUARY, 1994, by JAMES F AND SUZANNE Y TATE as Owner of Lots Lot 6, Book 350 of Maps, Page 36, M.C.R., Arizona.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

11/9/94

APPROVED:

FOCUS DEVELOPMENT CORPORATION,  
an Arizona corporation

By: [Signature]  
Its: PRESIDENT

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

THIS INSTRUMENT ACKNOWLEDGED before me this 27<sup>th</sup> day  
of May, 1997, by Joseph L. Cook, President, as  
1<sup>st</sup> of FOCUS DEVELOPMENT CORPORATION, an  
Arizona corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

2-16-95

Unofficial Document





