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

THIRD DECLARATION OF ANNEXATION
AND
TRACT DECLARATION

SAN MARCOS COUNTRY CLUB ESTATES

SAN MARCOS VILLAGE II
(f.k.a. WEST COLONY)

THIS THIRD DECLARATION OF ANNEXATION AND TRACT
DECLARATION is made this 17TH day of DECEMBER, 1993, by 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 following described real property is
hereby made a part of the San Marcos Country Club Estates and is
hereafter subject to the Declaration:

See Exhibit "A" attached hereto and
incorporated herein by this reference.

(hereinafter "San Marcos Village II").

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, Declarant, as holder of legal title to the property described herein, now wishes to record a Declaration of Annexation and Tract Declaration for the property described herein;

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

Declaration of Annexation for San Marcos Village II

1.1 Description of the Initial Covered Property.

Declarant, as the owner of certain real property the Declarant previously brought within the Covered Property by the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for San Marcos Country Club Estates recorded on the 30th day of September, 1993, at Instrument No. 93-0664349, and subject to that Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664350, Official Records of Maricopa County, Arizona (hereinafter "Phase I"); and that real property legally described in the First Declaration of Annexation and Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664351 (hereinafter "Phase II"); and that real property legally described in the ^{Unofficial Document} Second Declaration of Annexation recorded on ~~December 10~~, 1993, at Instrument No. 93-888240 (hereinafter "San Marcos Village I"), Official Records of Maricopa County, Arizona.

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 following:

SEE EXHIBIT "A"

(hereinafter "San Marcos Village II").

1.3 Declaration. Pursuant to Article XIV of the Declaration, and specifically Paragraph 14.1 thereof, Declarant does hereby submit the property described in Section 1.2 hereinabove, 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 does 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 this Third 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 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^(Unofficial Document) 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.

(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 proposed plat identified as Exhibit "B" attached hereto and incorporated herein by this reference, 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 1,460 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) Single Story Lots. Notwithstanding any other provisions contained herein to the ^{Unofficial Document} contrary, Lots 1 through 4, inclusive, shall be limited to one story structures not to exceed twenty (20) feet in height.

(g) Golf Balls. Owners, residents, 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.

(h) Perimeter and Side Yard Walls Adjacent to Golf Course. Notwithstanding anything contained herein or in the Declaration to the contrary, the Owners of Lots 1 through 5, inclusive, of San Marcos Village II shall not alter the Perimeter Wall and Side Yard Wall located between their Lot and any adjoining golf course, including the twelve (12) linear feet of the Side Yard Wall closest to the golf course, unless that Perimeter Wall and Side Yard Wall consists of no more than a 24-inch high solid base or berm, with the balance of the fence being wrought iron, not to exceed a total of six (6) feet. Alteration of such design shall require the approval of the Architectural Committee as set forth in the Declaration, and the cost of such alteration shall be paid by that Owner.

(i) 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.

(j) Landscaping in Visibility Triangles. Notwithstanding anything contained herein to the contrary, there are additional limitations on the type and height of landscaping and improvements on Lots 1, 12, 16, 17 and 23, inclusive, in order to maintain a 30 foot by 30 foot minimum site line visibility at the corners of the private streets.

(k) Specific Architectural Restrictions. Every Building or structure within the Property shall conform to the ranges of styles which are within the southwestern spectrum. No construction, alteration, modification, repair, excavation, grading, landscaping or other work on any Lot shall be commenced without first having been approved by the Architectural Committee as provided for in the Declaration.

(l) 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, Unofficial Document lender 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.

(m) Declarant's Exemption. Nothing contained in this Third 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 the property described herein.

(n) 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 Third 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 of each Lot other than Declarant contained within San Marcos Village II shall be entitled to one (1) Class A Membership in the Association. Accordingly, there shall be a maximum of thirty-one (31) Class A Memberships in the Association attributable to San Marcos Village II.

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 Third Declaration of Annexation and 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 Third Declaration of Annexation and 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 Third 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 Declaration of Annexation and Tract Declaration shall run with the land and be enforceable in accordance with and as a part of the Declaration.

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.

FOCUS DEVELOPMENT CORPORATION,
an Arizona corporation

By:  _____

Its: PRESIDENT _____

STATE OF Arizona)
County of Maricopa) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED before me this 17th
day of December 1983, by J. C. Cook
as President of FOCUS DEVELOPMENT CORPORATION, an
Arizona corporation.

[Signature]
NOTARY PUBLIC)

My Commission Expires:

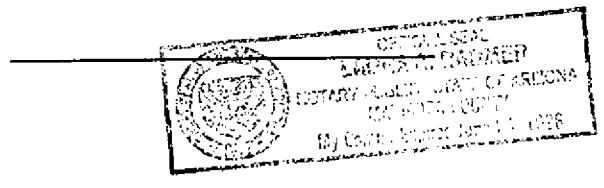


EXHIBIT "A"

LEGAL DESCRIPTION

VILLAGE II (West Colony)

Parcel No. 1:

COMMENCING at the West quarter corner of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being the TRUE POINT OF BEGINNING; thence North (assumed bearing) along the West line of said Section 33, a distance of 587.49 feet; thence East 444.71 feet; thence South 33 degrees 18 minutes 41 seconds East, 204.50 feet; thence South 150.33 feet (150.00 feet record); thence East 149.89 feet (150.00 feet record) to a point at the terminus and centerline of SAN MARCOS DRIVE (a private road) as shown on the plat of SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Maricopa County Recorder, Maricopa County, Arizona; thence South 28 degrees 57 minutes 50 seconds West, along the terminus of SAN MARCOS DRIVE, a distance of 15.00 feet to the Northwest corner of Lot 44, of said SAN MARCOS FAIRWAYS; thence South along the Westerly line of said Lot 44 and the projection thereof, a distance of 253.13 feet (South 253.04 feet record) to a point on the Southerly line of the Northwest quarter of said Section 33; thence West along said Southerly line a distance of 699.64 feet to the TRUE POINT OF BEGINNING;

EXCEPT the Southerly 33.00 feet and the Westerly 33.00 feet for roadway purposes as shown on said SAN MARCOS FAIRWAYS plat.

EXCEPT a parcel of land for street ^{Unofficial Document} right of way purposes located in the Northwest quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point lying 82.0 feet East and 48.0 feet North of the Southwest corner of said Northwest quarter of Section 33; thence Easterly to a point lying 324.98 feet East and 48.0 feet North of said Southwest corner; thence Southeasterly to a point lying 506.02 feet East and 35.0 feet North of said Southwest corner; thence Easterly to a point lying 595.92 feet East and 35.0 feet North of said Southwest corner; thence Northerly to a point lying 595.92 feet East and 48.0 feet North of said Southwest corner; thence Easterly to a point lying 601.92 feet East and 48.0 feet North of said Southwest corner; thence Southerly to a point lying 601.92 feet East and 35.0 feet North of said Southwest corner; thence Easterly to a point lying 699.10 feet East and 35.0 feet North of said Southwest corner; thence Southerly to a point on the midsection line of said Section 33 lying 699.10 feet East of said Southwest corner; thence Westerly along said midsection line to a point lying 82.0 feet East of said Southwest corner; thence Northerly to the POINT OF BEGINNING;

EXCEPT the South 33.0 feet thereof; and

EXCEPT a parcel of land for street right of way purposes located in the Northwest quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the West quarter corner of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence Northerly along the West line of said Section 33 a distance of 587.49 feet; thence Easterly perpendicular to the said West line of Section 33 a distance of 50.0 feet; thence Southerly parallel with and 50.0 feet East of said West line of Section 33 to a point lying 80.0 feet North and 50.0 feet East of the West quarter corner of said Section 33; thence Southeasterly to a point lying 82.0 feet East and 48.0 feet North of said West quarter corner; thence Southerly perpendicular to the East-West midsection line of said Section 33 a distance of 48.0 feet; thence Westerly along the East-West midsection line to the POINT OF BEGINNING;

EXCEPT the South and West 33.0 feet thereof;

EXCEPT a parcel of land for street right of way purposes located in the Northwest quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, more particularly described as follows:

The East 5.0 feet of the West 55.0 feet of the North 10.0 feet of the South 511.16 feet of said Northwest quarter.

Unofficial Document

PARCEL NO. 2:

That part of Lot 25 of San Marcos Country Club Estates, a subdivision recorded in Book 350 of Maps, Page 36, Maricopa County, Arizona, described as follows.

Beginning at the N.W. corner of the said Lot 25, this point being on a curve having a radius point bearing N. 28° 57' 50" E. 480.00 feet; thence Easterly along the North line of the said Lot 25 and along the arc of this curve, a distance of 86.44 feet through 10° 19' 05" of central angle the radius point for the end of this curve bears N. 18° 38' 45" E. 480.00 feet this point is also a point on a curve concave to the South and having a radius point bearing S. 18° 38' 45" W. 247.03 feet; thence Westerly 80.39 feet along the arc of this curve through 18° 38' 45" of central angle to a point on the West line of the said Lot 25; thence North along the West line of the said Lot 25, a distance of 21.88 feet to the point of beginning.

