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When recorded, return to:
SMP II Limited Partnership
c/o San Marcos Capital Corporation
One San Marcos Place
Chandler, Arizona 85224

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA OCT 27 '86 -1 22
KEITH POLETIS, County Recorder
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DECLARATION OF RESTRICTED USE

Declarant, SMP II LIMITED PARTNERSHIP, an Arizona limited partnership, hereby declares that the following real property (the "Property"):

See Exhibit A attached hereto and by this reference incorporated herein

shall be restricted to use as a golf course until October 24, 2006.

For the purpose of this Declaration, "golf course" shall have the same meaning as set forth in A.R.S. §42-125.01(E) namely "substantially undeveloped land, including amenities such as landscaping, irrigation systems, paths and golf greens and tees, which may be used for golfing or golfing practice by the public or by members and guests of a private club but not including commercial golf practice ranges operated exclusive of golf courses valued under this section, clubhouses, pro shops, restaurants or similar buildings associated with the golf course which are generally used by the public or by members and guests entitled to use the golf course"; provided, however, that nothing contained herein shall be deemed to constitute the Property as a public golf course during the pendency of this "Declaration of Restricted Use," and no third party shall be deemed to acquire any vested rights in the Property as a result of this "Declaration of Restricted Use."

Declarant hereby makes this "Declaration of Restricted Use" solely in order to comply with the provisions of A.R.S. §42-125.01.

Dated October 27th, 1986.

SMP II Limited Partnership,
an Arizona limited partnership,
by San Marcos Capital Corporation,
an Arizona corporation,
its General Partner

By Conrad G. Christianson
Conrad G. Christianson,
President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing "Declaration of Restricted Use" was subscribed and sworn to before me, the undersigned Notary Public, on October 27th, 1986, by Conrad G. Christianson, as President of San Marcos Capital Corporation, an Arizona corporation, the General Partner of SMP II Limited Partnership, an Arizona Limited Partnership, on behalf of the said Limited Partnership.

Frances Norma Leuth
Notary Public

My Commission Expires:
July 6, 1989

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EXHIBIT A

LEGAL DESCRIPTION
OF
SAN MARCO'S GOLF COURSE
FOR
SAN MARCO'S PARTNERSHIP I

Commencing at the W $\frac{1}{2}$ corner of Section 33 T.15.-R.5E., C. & S.R.8. & M., Maricopa County, Arizona; thence North (assumed bearing), along the Westerly line of the said Section 33, a distance of 587.49 feet to a point from which the NW corner of said Section 33 bears North 2057.65 feet distant therefrom; thence East being parallel with the Southerly line of the NW $\frac{1}{2}$ of said Section 33, a distance of 444.71 feet to THE TRUE POINT OF BEGINNING; thence N. 01 $^{\circ}$ 34' 10" E., a distance of 667.90 feet; thence N. 12 $^{\circ}$ 13' 53" E., a distance of 731.61 feet; thence N. 20 $^{\circ}$ 33' 22" W., a distance of 256.32 feet; thence N. 30 $^{\circ}$ 57' 50" E., a distance of 98.31 feet; thence S. 75 $^{\circ}$ 57' 50" a distance of 453.34 feet; thence N. 76 $^{\circ}$ 22' 55" E., a distance of 148.03 feet; thence S. 89 $^{\circ}$ 59' 30" E., a distance of 1190.00 feet; thence N. 0 $^{\circ}$ 00' 30" E., a distance of 200.00 feet; thence N. 42 $^{\circ}$ 17' 49" E., a distance of 270.39 feet; thence N. 0 $^{\circ}$ 00' 30" E., a distance of 20.00 feet to a point on the Southerly right of way line of Williams Field Road; thence S. 89 $^{\circ}$ 50' 30" E., along the said right of way line of Williams Field Road, being parallel with and 45.00 feet Southerly of the Northerly line of said Section 33, a distance of 170.09 feet; thence S. 0 $^{\circ}$ 33' 43" W., being parallel with and 14.00 feet Westerly of the Easterly line of the NW $\frac{1}{2}$ of said Section 33, a distance of 293.77 feet; thence S. 76 $^{\circ}$ 10' 48" E., a distance of 230.10 feet; thence N. 89 $^{\circ}$ 59' 05" E., being parallel with the Northerly line of the NE $\frac{1}{2}$ of said Section 33 a distance of 706.60 feet; thence N. 70 $^{\circ}$ 09' 05" E., a distance of 280.00 feet; thence N. 89 $^{\circ}$ 59' 05" E., being parallel with and 298.77 feet Southerly of the said Northerly line of the NW $\frac{1}{2}$ of Section 33, a distance of 220.83 feet to a point of the Easterly line of Lot 601 of the Townsite of Chandler, Arizona as being Recorded in 1936.

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S of Map Page 34 thereof; Maricopa County Records; thence S. $01^{\circ} 03' 52''$ W., along the Westerly line of Dakota Street of the said Townsite of Chandler, a distance of 301.62 feet to the Northeast corner of Lot 604 of the said Townsite of Chandler; thence N. $89^{\circ} 51' 04''$ W., 203.49 feet, to a point on the line 10.00 feet Northwesterly of and parallel to the Westerly right-of-way line of San Marcos Drive; thence along and with the said line being 10.00 feet Northwesterly of and parallel to said Westerly right-of-way line of San Marcos Drive S. $24^{\circ} 30' 00''$ W., a distance of 72.14 feet to a point; thence continuing along said Northwesterly line S. $0^{\circ} 45' 00''$ W., a distance of 65.15 feet to a point; thence continuing along said line S. $1^{\circ} 00' 00''$ W., a distance of 119.18 feet to a point; thence continuing along said line S. $12^{\circ} 30' 00''$ W., a distance of 22.48 feet to a point; thence continuing along said line S. $35^{\circ} 08' 49''$ W., a distance of 25.15 feet to a point; thence continuing along said line S. $44^{\circ} 01' 00''$ W., a distance of 73.06 feet to a point; thence continuing along said line S. $44^{\circ} 01' 00''$ W., a distance of 56.82 feet to a point; thence West 206.63 feet to a point on the Westerly line of the said San Marcos Fairways Replat as recorded in Book 122 of Map page 37 thereof, Maricopa County Records; thence S. $17^{\circ} 00' 28''$ W., a distance of 1089.75 feet to the Southwesterly corner of Lot 11 of said San Marcos Fairways; thence continue S. $17^{\circ} 00' 28''$ W., a distance of 116.53 feet to a point from which a Northerly corner of the said San Marcos Fairways Replat bears S. $37^{\circ} 45' 36''$ E., 8.94 feet distance therefrom; thence N. $37^{\circ} 45' 36''$ W., a distance of 5.11 feet to a point beginning a curve concave Southwesterly having a radius of 70.90 feet; thence Northwesterly, along the arc of said curve through a central angle of $41^{\circ} 54' 15''$, a distance of 51.85 feet; thence N. $79^{\circ} 39' 51''$ W., a distance of 122.42 feet to a point beginning a curve concave Northeasterly having a radius of 176.91 feet; thence Northwesterly, along the arc of said curve through a central angle of $16^{\circ} 30' 00''$, a distance of 50.95 feet; thence N. $63^{\circ} 09' 51''$ W., a distance of 110.00 feet to a point beginning a curve concave Northeasterly having a radius of 383.81 feet; thence Northwesterly, along the arc of said curve through a central angle of $16^{\circ} 30' 00''$, a distance

of 110.53 feet; thence N. $46^{\circ} 38' 51''$ W., a distance of 8.58 feet; thence N. $0^{\circ} 25' 05''$ W., a distance of 378.94 feet; thence N. $13^{\circ} 39' 07''$ E., a distance of 579.30 feet; thence N. $02^{\circ} 10' 02''$ E., a distance of 38.70 feet; thence N. $89^{\circ} 18' 30''$ W., a distance of 350.93 feet to a point on the North-South Mid-Section line of said Section 33, from which the N $\frac{1}{2}$ corner of said Section 33 bears N. $0^{\circ} 33' 43''$ E., 993.81 feet distant therefrom; thence continue N. $89^{\circ} 18' 30''$ W., a distance of 10.73 feet; thence S. $79^{\circ} 28' 22''$ W., a distance of 489.62 feet; thence S. $05^{\circ} 10' 07''$ E., a distance of 49.70 feet; thence S. $32^{\circ} 10' 10''$ E., a distance of 839.54 feet; thence S. $46^{\circ} 39' 51''$ E., a distance of 234.25 feet to a point beginning a curve concave Northeastly having a radius of 413.81 feet; thence Southeastly, along the arc of said curve through a central angle of $16^{\circ} 30' 00''$, a distance of 119.17 feet; thence S. $83^{\circ} 09' 51''$ E., a distance of 110.00 feet to a point beginning a curve concave Northeastly having a radius of 206.91 feet; thence Southeastly, along the arc of said curve through a central angle of $16^{\circ} 30' 00''$, a distance of 59.59 feet; thence S. $79^{\circ} 39' 51''$ E., a distance of 122.42 feet to a point beginning a curve concave Southwestly having a radius of 40.90 feet; thence Southwestly along the arc of said curve through a central angle of $41^{\circ} 54' 15''$, a distance of 29.91 feet; thence S. $37^{\circ} 45' 36''$ E., a distance of 9.15 feet to the Northeast corner of Lot 12 of said San Marcos Fairways Replat; thence S. $61^{\circ} 33' 24''$ W., a distance of 227.16 feet to the Northeast corner of Lot 16 of said San Marcos Fairways Replat; thence N. $81^{\circ} 39' 36''$ W., a distance of 111.84 feet to the Northwest corner of said Lot 16; thence N. $71^{\circ} 37' 35''$ W., a distance of 205.49 feet to a Northerly corner of said San Marcos Fairways Replat; thence West, a distance of 90.00 feet to a corner of said San Marcos Fairways Replat; thence S. $74^{\circ} 28' 30''$ W., a distance of 186.79 feet to a corner of the San Marcos Fairways Replat; thence S. $85^{\circ} 01' 50''$ W., a distance of 468.31 feet to the Northwest corner of Lot 30 of the said San Marcos Fairways Replat; thence S. $44^{\circ} 50' 50''$ W., a distance of 131.83 feet to a point for the Southwestly corner of said Lot 10 of San Marcos Fairways Replat, said point being on a curve, from which the mid-point of said curve bears N. $35^{\circ} 40' 00''$ E., 185.00 feet distant therefrom; thence Northwestly, along the Northerly right of way of Crescent Drive of said San Marcos Fairways, along the arc of said curve through a central angle of $24^{\circ} 23' 45''$, a


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distance of 78.88 feet to the point of tangent; thence N. 21° 58' 13" W., along the said Northerly right of way line of Escondido Drive, a distance of 210.23 feet to the Southern corner of Lot 31 of said San Marcos Fairways; thence N. 30° 00' 47" E., a distance of 270.09 feet to the Southeast corner of said Lot 31; thence N. 0° 00' 40" E., a distance of 570.21 feet to the Northeast corner of Lot 34 of said San Marcos Fairways; thence N. 75° 33' 31" W., along the Northerly line of said Lot 34, a distance of 184.62 feet; thence N. 06° 01' 00" E., a distance of 316.49 feet; thence N. 86° 40' 12" W., a distance of 299.27 feet; thence S. 28° 29' 21" E., a distance of 336.10 feet to the Northwest corner of Lot 35 of said San Marcos Fairways; thence S. 34° 20' 44" W., a distance of 570.00 feet to the NE corner of Lot 38 of said San Marcos Fairways; thence S. 32° 20' 44" W., a distance of 150.00 feet to the Southwest corner of said Lot 38; thence S. 40° 30' 44" W., a distance of 270.00 feet to the Northwest corner of Lot 41 of said San Marcos Fairways; thence S. 83° 29' 49" W., a distance of 145.30 feet; thence S. 41° 36' 35" E., a distance of 100.01 feet to the Northwest corner of Lot 42 of said San Marcos Fairways; thence S. 40° 30' 44" W., a distance of 222.78 feet to a point from which the Southwest corner of Lot 43 of said San Marcos Fairways bears S. 40° 30' 44" W., 87.00 feet distant therefrom; thence N. 71° 44' 38" W., a distance of 224.56 feet; thence N. 33° 18' 41" W., a distance of 204.50 feet to THE TRUE POINT OF BEGINNING.

MESA
RECORDER'S OFFICE

When recorded, mail to:
Jeffrey G. Williams
1201 South Alma School Road
Suite 10500
Mesa, Arizona 85210

	OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
	Recording Number 92-0259876
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**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
SAN MARCOS COUNTRY CLUB ESTATES
Maricopa County, Arizona**

THIS DECLARATION, made this 1st day of May, 1992, by the undersigned, as owners of real property in the City of Chandler, County of Maricopa, State of Arizona, hereinafter described and designated as Areas I and IIA of the Property, and as Members of SAN MARCOS COUNTRY CLUB ESTATES HOME OWNERS ASSOCIATION (hereinafter, the "Owners/Members") and by the undersigned FOCUS DEVELOPMENT CORPORATION, an Arizona corporation, as owner of real property in the City of Chandler, County of Maricopa, State of Arizona, hereinafter described and designated as Areas IIB and III of the Property (hereinafter, the "Declarant").

The Property shall consist of Areas I, IIA, IIB and III; each Area may be composed of various Portions; and each Area has been or will be subdivided into tracts of land which will sometimes herein be referred to as "Lots", or if one, as a "Lot".

Area I consists of the real property described on Exhibit "I" hereto, which is attached and made a part hereof.

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Area IIA consists of the real property described on Exhibit "IIA" hereto, which is attached and made a part hereof.

Area IIB consists of the real property described on Exhibit "IIB" hereto, which is attached and made a part hereof.

Area III consists of the real property described on Exhibit "III" hereto, which is attached and made a part hereof.

Declarant intends either to sell Declarant's property to individual Lot purchasers, which Lot purchasers will thereafter construct certain residential improvements thereon; or to first make certain residential improvements on the Lots, and then sell the Lots as improved.

Owners/Members and Declarant intend by this document to impose upon the Property mutually beneficial restrictions for the benefit of all the Lots and the owners thereof, present and future, and intend by this document to override, supersede, supplant and replace all prior existing covenants, conditions, and restrictions previously imposed or accorded upon the Property. Notwithstanding this, or any other provision hereof to the contrary, no Owner/Member hereby relinquishes any preexisting road easement rights with respect to the roadways within the Property or access easement rights with respect to San Marcos Drive north to Dakota and Buffalo Streets or at the Boston Street entrance (hereinafter, the "Reserved Rights").

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NOW, THEREFORE, Owners/Members and Declarant hereby declare that the Property and the Lots shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements (which shall not limit the Reserved Rights) all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Lots and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and be binding upon the Owners/Members and upon the Declarant and their successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Property or the Lots. Owners/Members and Declarant hereby release and waive all rights that each or any of them have or might have to seek enforcement of any prior Declaration of Covenants, Conditions, Restrictions and Easements (except for the Reserved Rights), and agree to abide by and seek enforcement of only this present Declaration and its provisions.

1. Covenants, Conditions and Restrictions. The following covenants, conditions and restrictions shall apply to the Property, all Lots and all owners, lessees and residents thereof, present and future:

A. Architectural Control. No substantial improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of the Lots

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or the improvements located thereon from the natural improved state existing on the date of the Declaration shall be made or done without the prior approval of the Architectural Control Committee established in Section 2 of this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, improved, altered or made without the prior written approval of said Architectural Control Committee. All substantial subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and changes in the grade of the Lots, shall be subject to the prior written approval of said Architectural Control Committee. No changes or deviations in or from the plans and specifications once approved by said Architectural Control Committee shall be made without the prior written approval of said Architectural Control Committee.

B. Specific Restrictions. The following specific covenants, conditions and restrictions shall apply to the Property, all Lots and all owners, lessees and residents thereof, present and future:

(i) Utility Service. No lines, wires, pipes or other devices for the communication or transmission of electric current or power, telephone, television and radio signals, or water, sewage or gas shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits, cables or pipes installed and maintained underground or concealed in, under or on buildings constructed upon the Lots.

(ii) Parking. Each Lot shall have a facility to

provide for the parking of at least two (2) motor vehicles, which facility shall be in the form of a garage. Said garage shall be an extension of the main dwelling structure and shall be connected to said dwelling structure by a roof, wall or frame.

(iii) Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street within the Property so as to be visible from neighboring Lots or streets.

(iv) Trucks, Trailers, Campers and Boats. No motor vehicle classed by a manufacturer's rating as exceeding three-quarter ton (3/4 ton), motor home, travel trailer, shell, detached camper, boat, boat trailer or other similar equipment, or vehicle may be parked for more than four (4) consecutive days, maintained, constructed, reconstructed or repaired on any Lot or on any street within so as to be visible from neighboring Lots or streets; provided, however, the provisions of this subparagraph shall not apply to pickup trucks of less than three-quarter ton (3/4 ton) capacity with camper shells not exceeding seven feet (7') in height measured from ground level and mini-motor homes not exceeding seven feet (7') in height and eighteen feet (18') in length which are used on a regular and recurring basis for basic transportation.

(v) Height of Buildings. No building or structure constructed upon any Lot shall exceed twenty-four feet (24') 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 of the fairways located on the golf course

commonly referred to as the San Marcos Golf Course in Chandler, Arizona.

(vi) Heating, Cooling and Ventilation Equipment.

All heating, cooling and ventilation equipment used in connection with any building or structure constructed upon any Lot shall be screened from view or located so as not to be visible from any Lots or streets in the Property. Roof-mounted heating, cooling and ventilation units shall be permitted only where complete visual screening is possible and where such screening is integral with the form and building materials of the building or structure upon which said units are located.

(vii) Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee established in Section 2 of this Declaration.

(viii) Mailboxes. Mailboxes or other repositories for the storage of U.S. mail, newspapers or other printed matter shall be located so as to be unobtrusive and functional and the structure and location of said mailboxes or repositories shall be approved by the Architectural Control Committee established in Section 2 of this Declaration.

(ix) Exterior Lighting. All exterior lighting shall be diffuse and indirect whereby no light sources are directly

visible from any Lot or from any roadway adjoining such Lot (where such light source is located).

Notwithstanding the above, "Bollard lighting" shall be installed two units per Lot, one unit to be installed on each side of the driveway to each Lot, and 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 within the Property or elsewhere.

(x) Architectural Style. The architectural style of any building or structure constructed upon any Lot shall reflect, complement and enhance the character of the neighborhood or neighborhoods within the Property.

(xi) Exterior Colors. The exterior colors of any building or structure constructed upon any Lot shall be in the range of shades of white, conservative pastel or soft earth tones, or of conservative and attractive brick, block, stone or wood. Bright colors shall be permitted only with the approval of the Architectural Control Committee.

(xii) Overhead Encroachments. No tree, shrub or planting of any kind on any Lot shall be allowed to overhang, or otherwise to encroach upon any sidewalk, street, pedestrian way or other similar area from ground level to a height of seven feet (7') without the prior approval of the Architectural Control Committee established in Section 2 of this Declaration.

(xiii) Preservation of Existing Trees. 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.

(xiv) Landscaping. That portion of the yard of any Lot visible from any adjoining Lots or the streets in San Marcos Country Club Estates or San Marcos Country Club Estates Replat shall be completely landscaped and planted prior to issuance of a certificate of occupancy. All landscaping shall reflect, compliment and enhance the character of the neighborhood or neighborhoods within the Property and shall serve the objective to screen, accent, soften and improve the visual character of the Property. The front yard of each Lot shall contain at least two (2) trees.

(xv) Trash Containers and Collections. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are approved by the Architectural Control Committee established in Section 2 of this Declaration. In no event shall such containers be maintained so as to be visible from any Lots or streets within the Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from all Lots and shall not be allowed to accumulate thereon. No outdoor

incinerators shall be kept or maintained on any Lot.

(xvi) Residential Use. The Lots are hereby restricted to single family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said Lots or improvements located thereon.

(xvii) Residential Nature and Size. All buildings or structures erected on said Lots shall be of new construction, and no buildings or structure shall be moved from other locations onto said premises unless the building has previously been upon a Lot within the Property. Not more than one (1) single-family structure may be erected on any individual Lot; provided, however, said structure may contain guest quarters together with an attached private garage or carport. No outbuildings shall be erected, placed or maintained on any Lot. Every residential structure hereafter constructed shall have a fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of not less than twenty-one hundred (2100) square feet.

(xviii) Animals. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said Lots or any part thereof, provided, however, this restriction shall not be construed as prohibiting the keeping of ordinary domestic pet fowls, animals or game birds.

(xix) Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any of the Lots. Any tanks for use in connection with any residential construction within the Property, including tanks for the storage of gas and fuel oil, must

92 259876

be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads and streets.

(xx) Subdividing. No Lot or Lots shall be subdivided, except by Declarant, except for the purpose of combining the resubdivided portion of one (1) Lot with another adjoining Lot or Lots, provided that no additional or smaller Lot is created thereby. Any ownership or single holding by any person, except Declarant, comprising parts of two (2) adjoining Lots or the whole of one (1) or more adjoining Lots shall, for the purposes of this Declaration, be deemed to constitute a single Lot.

(xxi) Assessments. All Lots within the subdivision shall be subject to any general or special assessments levied and assessed by the Board of Directors of SAN MARCOS COUNTRY CLUB ESTATES HOME OWNERS ASSOCIATION (the "HOA") for the purposes and in the manner as hereinafter provided. In no event shall such general assessment exceed the sum of \$100.00 per Lot in any month unless said maximum amount is increased by a two-thirds (2/3) vote of the Members of the HOA at a special or regular meeting of the Board of Directors of said HOA, upon proper notice as outlined in the Bylaws of the Homeowners Association, which notice shall include specific and prominent mention that, an increase in the general assessment limit is proposed and will be considered at the meeting.

C. Lesser or Greater Restrictions. Notwithstanding any other provision of this Declaration, the conditions, restrictions and easements set forth herein in subparagraph (A) and (B) above

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shall be generally applicable to the entire Property, but shall apply to Area I only to the extent not contradicted by the provisions of paragraph 9 hereof; and shall be applicable to Portion 2 of Area IIB and Area III only to the extent they are not contradicted by or inconsistent with the following special provisions applicable to Portion 2 of Area IIB and to Area III.

(i) Portion 2 of Area IIB Restrictions. Every residential structure hereafter constructed shall have a fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of not less than twenty-one hundred (2100) square feet.

No resident structure in Portion 2 of Area IIB shall be more than twenty-four feet (24') in height.

No Lot in Portion 2 of Area IIB shall be fenced along any boundary with that certain golf course known as San Marcos Golf Course with fencing that substantially or completely obscures the view of San Marcos Golf Course. Permissible fencing along said boundary or boundaries would include wrought iron fencing.

(ii) Area III Restrictions. Declarant shall have the option for the period of ten (10) years from the date hereof to elect to apply alternate restrictions for Area III, including restrictions stating that any residential structure thereafter constructed in Area III shall have an enclosed total living area of not less than 1480 square feet, and that the residence will not need to have a tree or trees in their front yard. If no such election is made, the general restrictions applicable to the

Property shall apply to Area III. Any such election shall be in writing, by Declarant, and recorded in the Records of Maricopa County.

2. Architectural Control Committee. An Architectural Control Committee (the "Committee") is hereby established for the purpose of promoting and maintaining a high standard of architecture and construction which will enhance the aesthetic value of the Property.

A. Composition of Committee. The Committee shall be composed of five (5) regular members. The appointees need not be architects, engineers, Lot owners or residents and need not possess any specific qualifications of any type. The Owner/Members shall select two (2) persons as regular members of the Committee, one of whom shall serve for three (3) years and the other for two (2) years. The Declarant shall select two (2) persons as regular members of the Committee, one of whom shall serve for three (3) years and the other for two (2) years. The President of the HOA shall select one (1) person a regular member of the Committee, who shall serve for two (2) years. All terms of Committee members after the first term shall be for two (2) years, and all members shall serve until their incapacity or resignation. It is intended that the terms of the members be staggered. As needed, new members of the Committee shall be selected and appointed by either the Owners/Members, the HOA or the Declarant to continue the balance of representation set forth above. At such time as Declarant has

sold at least thirty-seven (37) custom home lots, the term of one of the committee members selected by the Declarant shall terminate and the open position shall thereafter be filled by the Owners/Members. At such time as eighty percent (80%) of the Declarant's Lots have been sold, the term of office of the remaining Committee member selected by the Declarant shall terminate and the open position shall be filled by the selection of successor by the Owners/Members.

B. Quorum and Action of Committee. The Committee shall hold regular meetings, at least ten days' actual notice of which shall be given to each Committee member, and a quorum for such meeting shall consist of three (3) Committee members and the concurrence of not less than two (2) members shall be necessary for any decision of the Committee. Each meeting and every adjournment thereof shall be upon full actual notice to all members, and no action taken at a meeting or adjournment thereof without full notice shall be valid. The decisions of the Committee shall be final on all matters submitted to it pursuant to this Declaration.

C. Requirements of Committee. Prior to commencement of construction of improvements, alterations, repairs, excavation, grading, landscaping or other work on any Lot, the Lot owner, or his agent, shall deliver the following to the Committee in sufficient clarity and detail, and at such scale and in such form as the Committee shall require:

- (1) Legal description of Lot.

(ii) Plot plan of each Lot. Plot plans shall indicate and dimension the following:

- 1) Lot;
- 2) Placement of structure on Lot;
- 3) Setbacks;
- 4) Wall-fence location;
- 5) Heating and cooling unit, if ground-mounted;
- 6) Driveways, paved areas and walkways; and
- 7) Mailbox.

(iii) Building plan, including the following:

- 1) Floor plan which shall show in detail all dimensions, rooms, windows and adjacent outdoor areas;
- 2) Elevations of all sides, indicating type and color of all exterior finishes, including roofs; and
- 3) Any other plans which would detail exterior additions such as patios, balconies, etc.

(iv) Landscaping plan, indicating size, type and location of all plant materials. Trees, shrubs, lawn and organic or inorganic ground covers shall be shown.

D. Fee. The Committee may establish and charge a reasonable processing fee to defer the costs of the Committee in considering any requests for approval submitted to it. Said fee must be approved by the Board of Directors of the HOA and shall be paid at the time the request for approval is submitted. Any requesting party may appeal the reasonableness of fees to the Board

of Directors of the HOA, whose decision thereon shall be final.

E. Approval of Committee. Within thirty (30) days of the submission of all required items, the Committee shall approve or disapprove, in writing, the plans for construction, improvement, alteration, repair, excavation, grading, landscaping or other work. The Committee shall approve or disapprove minor alterations (less than \$3,000.00 in value) within fifteen (15) days of submittal. The Committee shall have the right to disapprove any such plans which are not suitable or desirable, in its sole opinion, for aesthetic or other reasons. The Committee's failure to disapprove plans within forty-five (45) days, or at the second Committee meeting held after submission of all required items, whichever shall last occur, shall be deemed an approval of the plans submitted.

3. Easements, Maintenance and Use of Private Drive and Wall.

A. Easement for Roads and Wall. The Property shall be further subject to a perpetual easement for all roadways now existing on the Property, said easements being for the use and benefit of the Declarant and of all Owners/Members and their invitees, and those Lots having upon them a portion of the Wall defined below shall subject to an easement for installation and maintenance of said Wall.

B. Ownership and Repair of Drives. The parties hereto agree that the Owners/Members and the Declarant are owners of certain private drives within the Property, as indicated on the plat describing Areas I, IIA, IIB and III, and it is the intention

of the parties hereto that said private drives shall be managed and maintained by the HOA. In the event that any portion of the private drives are destroyed or damaged, from time to time, the HOA shall rebuild and repair the private drives to the original condition and the easement for the maintenance, rebuilding or repair of the said private drive at the location required is reserved hereby and shall extend to any such rebuilding, repair or maintenance.

C. Damage by Lot Owners, Etc. In the event that any portion of the private drives is damaged or destroyed through the act of any Lot owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Lot owner to repair or rebuild the damaged portion of the private drive to its original condition at his sole cost and expense.

D. Access to Frye Road. The parties agree that the private drive to be built providing access to Frye Road, shall be controlled by a gate and usable only by Members of the HOA, their households, guests and invitees, unless the Board of the HOA shall otherwise determine.

E. Insurance and Indemnifications. Each Lot Owner of a Lot upon which a portion of the wall upon the Property facing Frye Road ("the Wall") is located covenants and agrees to insure such portion of the Wall with responsible insurers for the full insurable value thereof and to insure against personal liability for claims arising from the existence or use of such portion of the

Wall. Each such Lot owner covenants and agrees to indemnify and hold Declarant harmless from any and all claims arising from the existence or use of such portion of the Wall. Notwithstanding the foregoing, the HOA may insure the Wall at its option and assess its members for such insurance.

4. Membership in SAN MARCOS COUNTRY CLUB ESTATES HOME OWNERS ASSOCIATION (the "HOA"). It is anticipated that residential dwelling units will be constructed on all of the Lots in the subdivision Property and that the ownership of each of said Lots shall be evidenced by a deed to, or a contract or agreement for sale regarding the Lot upon which said unit is situated. In the event a Lot is owned by two (2) or more persons, the membership shall be issued in the names of all of said owners and they shall designate to the HOA in writing one (1) of their number who shall have the power to cast the number of votes designated herein with respect to the said membership at any annual or special meeting of the Members of the HOA. Owners of Lots within the Property become members of the HOA by executing this Declaration, or by otherwise effectively consenting, of record, to the imposition of covenants, conditions, restrictions and easements provided herein upon all their real property within the Property, or by purchasing a Lot from a member of the HOA; and in either case (subject to the power of the Board of Directors of the HOA to reduce, waive or defer assessments, and except as otherwise provided herein or in the Bylaws of the HOA), by paying all assessments which have cumulated unpaid on the Lot from the recording date of this Declaration,

until the date they become members. There shall be four classes of membership: Class AI, Class AII, Class AIII and Class B. There shall be "qualifying" Class AII memberships. Owners of Lots in Area I and owners of Lots in Area IIA may become Class AII members, entitled to two votes per Lot owned. Owners of Lots in Area III may become either Class AII (two votes per Lot) or Class AIII (one vote per Lot) members, depending on the election by Declarant described in paragraph 1(c)(ii) of this Declaration.

Notwithstanding the foregoing, as long as Declarant owns Lots, Declarant shall be issued a Class B membership for each Lot owned, entitling Declarant to eight votes for each Lot owned by Declarant. As long as Mrs. John Quarty owns her present residence within the Property, she shall be entitled to one Class AII membership, and all assessments during the period of her ownership thereof shall be waived. Any owner of a Lot in Area I who becomes a member upon recordation, or during the twelve (12) month period following recordation of this Declaration, becomes a Class AI member and is entitled to reduced current and cumulated assessments as set forth in the Bylaws of the HOA, and is further entitled to four votes per Lot owned. Any owner of a Lot in Area IIA who becomes a member upon recordation, or during the twelve month period following recordation of this Declaration, becomes a qualifying Class AII member, and is entitled to reduced current and cumulated assessments as set forth in the Bylaws of the HOA.

5. Assessments. The owner or owners of record of each Lot and tract in said subdivision shall pay to the HOA, within ten (10)

days of receipt of an invoice a sum equal to the monthly or annual HOA assessment as set forth in the Bylaws or Articles of Incorporation of the HOA. The maximum general assessment by the Board of Directors of the HOA for any of the purposes herein enumerated shall not exceed \$100.00 per Lot per month, or such lesser amount set forth in the original Bylaws of the HOA, provided that the said maximum amount may be raised by a two-thirds (2/3) vote of the Members of the HOA at any special or regular meeting of the HOA called for that purpose. Assessments shall cumulate and shall be due on sale.

6. Lien. In the event any invoice as provided for above is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to the owner or owners of a Lot, the amount of such invoice shall be and become a lien upon said Lot, upon the HOA causing to be filed in the Office of the County Recorder of Maricopa County, Arizona, an Affidavit of Non-Payment of such invoice and posting a copy of the same upon said Lot. Said lien may be foreclosed after the date of filing the Affidavit of Non-Payment as herein above provided in any manner provided by Arizona law for the foreclosure of liens. If any Lot subject to the lien hereof shall be or shall become subject to the lien of a mortgage (i) the foreclosure of the lien herein provided shall not operate to affect or impair the lien of a mortgage, and (ii) the foreclosure by the mortgage shall not operate to affect or impair the lien herein provided, except that the lien herein for said charges as shall have accrued up to the foreclosure, or the

acceptance of the deed in lieu of foreclosure, shall be subordinate to the lien of the mortgage, with the foreclosure purchaser or deed in lieu of grantee taking title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure. All remedies set forth in this paragraph shall be in addition to, and may be concurrently applied with every other lien or other remedy available to the HOA at law or in equity. The provisions of this paragraph 6 shall not apply to Class AI or qualifying Class AII members, as defined in paragraph 4 hereof.

7. Association Membership Restrictions. No membership in the HOA held by the owner of a Lot in said subdivision shall be transferred, pledged or alienated in any way except upon the sale or transfer of said Lot and then only to the purchaser or new owner of said Lot. Any prohibited transfer shall be void and will not be reflected upon the books of the HOA. In the event the owner of any Lot shall fail or refuse to transfer the certificate registered in his name to the purchaser or new owner of such Lot, the HOA shall have the right to record the transfer upon the books of the HOA and to issue a new certificate to the purchaser or new owner and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

8. Enforcement. Enforcement of these covenants, conditions,

restrictions and easements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them and may be to restrain violation or recover damages or both. In the event an attorney or attorneys are employed to enforce compliance with or specific performance of the terms and conditions of this Declaration, the person or persons against whom the action is brought shall pay the actual attorney's fees and costs actually incurred by the party bringing such action in the event that such party prevails in any such action.

9. Existing Nonconforming Users and Structures. Any building or structure existing as a nonconforming use or nonconforming structure at the time this instrument takes effect may be continued, except that if it is voluntarily discontinued for one (1) year or more, it shall be deemed abandoned and any further use, reconstruction or restoration must conform with the terms of this instrument. Whenever a nonconforming use or structure has been changed to a more restricted use or structure or to a conforming use or structure, such use shall not thereafter be changed to a less restricted or nonconforming use or structure.

10. Term. These covenants, conditions, restrictions and easements shall run with the land and shall continue in full force and effect for a period of SEVENTY-FIVE (75) years from the date hereof, unless otherwise amended or revoked by an instrument signed by the then owners of not less than seventy-five per cent (75%) of the Lots. Thereafter they shall be deemed to have been renewed for successive terms of TWENTY-FIVE (25) years, unless otherwise

92 259876

amended or revoked by the then owners of not less than fifty-one per cent (51%) of the Lots.

11. Severability. In the event that any provision of this Declaration is illegal, invalid or unenforceable, such provisions shall not affect the validity of the remainder thereof.

12. Benefit and Binding Effect. This Declaration shall inure to the benefit of and be binding upon the Declarant, its representatives, successors and assigns.

13. Governing Law. This Declaration, its construction, validity and effect shall be governed and construed by and in accordance with the laws of the State of Arizona.

14. Defined Terms and Marginal Headings. Words used herein shall include the plural as well as the singular when required. Words used in masculine gender include the feminine and neuter. The marginal headings and titles to the paragraphs of this Declaration are not part of this Declaration and shall have no effect upon the construction or interpretation of any part hereof.

15. Execution in Counterparts. This Declaration may be executed in counterparts for sake of convenience, with each executed or partially executed copy to be considered as an original and may be recorded in counterparts and a counterpart shall have the same effect and validity when and if recorded as if it is an original. Forms of Assent to this Declaration or other evidences of intent to adopt the provisions hereof may likewise be validly executed and recorded and may refer to the recording date of this Declaration and shall constitute valid and effective assent to

92 259876

and/or adoption of this Declaration, and encumber as effectively the Lot(s) of the signator(s) as if the signator(s) of such Assent(s) or other evidence(s) of intent had signed this Declaration.

IN WITNESS WHEREOF, the Owners/Members, as members of the SAN MARCOS COUNTRY CLUB HOME OWNERS ASSOCIATION (the "HOA") and owners of Lots as herein described, and Focus Development Corporation, being the Declarant herein, have executed this Declaration as of the day and year first above written.

DECLARANT: Focus Development Corp.

By: [Signature]

Its: PRESIDENT

STATE OF ARIZONA)
County of Maricopa) ss.

On this 11th day of May, 1992, before me, the undersigned Notary Public, personally appeared Dr Cook, who acknowledged himself to be the President of Focus Development Corporation, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maura Chubb (Wasover)
Notary Public

My Commission Expires:
My Commission Expires Nov. 27, 1992

92 259876

STATE OF ARIZONA)
County of Maricopa) ss.

This instrument was acknowledged before me this _____ day
of _____, 1992, by _____.

My Commission Expires:

Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

This instrument was acknowledged before me this _____ day
of _____, 1992, by _____.

My Commission Expires:

Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

This instrument was acknowledged before me this _____ day
of _____, 1992, by _____.

My Commission Expires:

Notary Public

TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
San Marcos County Club Estates

AREA I

AREA I consists of the following tracts of land within Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and also within the Property and Rectangle described as follows:

The South 60 Feet of Lot 5, Lots 6-9 inclusive, and Lots 31-41 inclusive, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Records of Maricopa County, Arizona; PLUS,

Lots 10, 12, 14, 16, 19, 20, 21, 23, 24 and 30, SAN MARCOS FAIRWAYS REPLAT, according to Book 122 of Maps, Page 37, Records of Maricopa County, Arizona; PLUS,

Those portions of Lots 12, 13 and 14, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Records of Maricopa County, Arizona, lying in the area marked "Exception" on the map of SAN MARCOS FAIRWAYS REPLAT, according to Book 122 of Maps, Page 37, Records of Maricopa County, Arizona; PLUS,

That portion of Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, Described as follows:

Beginning at the most northerly corner of Lot 41, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Records of Maricopa County, Arizona;

thence South 40 degrees 30 minutes 00 seconds West along the Northwesterly line of said Lot 41, a distance of 120.00 feet to the Northwesterly corner of said Lot 41;

thence North 41 degrees 36 minutes 35 seconds West a distance of 100.00 feet;

thence North 83 degrees 29 minutes 10 seconds East a distance of 145.28 feet to the Point of Beginning; PLUS,

BEGINNING at the Northeasterly corner of Lot 35, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, page 33, records of Maricopa County, Arizona, said corner also being the Northwesterly corner of Lot 34 of said subdivision;

92 259876

thence North 75 degrees 34 minutes 15 seconds West along the Northerly line of said Lot 35, a distance of 55.00 feet to the Northwesterly corner of Lot 35;

thence North 28 degrees 30 minutes 05 seconds West 278.45 feet;

thence South 88 degrees 40 minutes 56 seconds East 262.60 feet;

thence South 6 degrees 00 minutes 16 seconds West 266.28 feet to the Northerly lot line of said Lot 34;

thence North 75 degrees 34 minutes 15 seconds West along the Northerly line of said Lot 34, a distance of 49.99 feet to the True Point of Beginning; PLUS,

COMMENCING at the Northwesterly corner of Lot 35, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, page 33, records of Maricopa County, Arizona;

thence North 28 degrees 30 minutes 05 seconds West a distance of 278.45 feet to the True Point of Beginning;

thence continuing North 28 degrees 30 minutes 05 seconds West a distance of 57.63 feet;

thence South 88 degrees 40 minutes 56 seconds East a distance of 295.36 feet;

thence South 6 degrees 00 minutes 16 seconds West a distance of 50.17 feet;

thence North 88 degrees 40 minutes 56 seconds West a distance of 262.60 feet to the True Point of Beginning.

EXHIBIT "IIA"

TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
San Marcos County Club Estates

AREA IIA

AREA IIA consists of the following tracts of land within Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and also within the Property and Rectangle described as follows:

Lots 10, 11, 42 and 43, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Records of Maricopa County, Arizona; PLUS,

Lots 22, 26 and 28, SAN MARCOS FAIRWAYS REPLAT, according to Book 122 of Maps, Page 37, Records of Maricopa County, Arizona; PLUS,

That portion of Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, Described as follows:

Beginning at the most Westerly corner of Lot 43, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, Page 33, Records of Maricopa County, Arizona;

thence South 28 degrees 57 minutes 50 seconds West, 15 feet to the center line of San Marcos Drive, as shown on said Plat;

thence West 150 feet;

thence North 150 feet;

thence South 71 degrees 44 minutes 38 seconds east, 165.5 feet;

thence south 85 feet to the point of beginning; PLUS,

That portion of Section 33, Township 1 South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Southeast corner of Lot 11, SAN MARCOS FAIRWAYS, according to Book 20 of Maps, page 33, records of Maricopa County, Arizona;

thence South 45 degrees 00 minutes 00 seconds West a distance of 81.24 feet to the beginning of a curve to the right having

92 259876

a radius of 30.0 feet;

thence through said curve, having a central angle of 97 degrees 15 minutes 00 seconds and a tangent of 34.05 feet;

thence North 37 degrees 45 minutes 00 seconds West a distance of 72.63 feet;

thence North 17 degrees 00 minutes 00 seconds East a distance of 115.32 feet to the Southwest corner of said Lot 11;

thence South 45 degrees 00 minutes 00 seconds East a distance of 160.00 feet to the Southeast corner of said Lot 11, the POINT OF BEGINNING.

92 259876

EXHIBIT "IIB"

**TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
San Marcos County Club Estates**

AREA IIB

AREA IIB consists of the following tracts of land within Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and also within the Property and Rectangle described as follows:

Portion 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;

thence East along the East-West mid-section line a distance of 699.64 feet (699.44 feet plat);

thence North 33.00 feet to a point on the Northerly right of way of FRYE ROAD (DENVER STREET) and being the Southwest corner of Lot 44, of the subdivision of SAN MARCOS FAIRWAYS, as shown in Book 20 of Maps, Page 33, Maricopa County Recorder, Maricopa County, Arizona and being the TRUE POINT OF BEGINNING;

thence North, along the West line of said Lot 44 a distance of 220.13 feet (220.04 feet record) to the Northwest corner of said Lot 44 and said corner also being a point on the Southerly line of SAN MARCOS DRIVE, a private roadway, as shown on said plat of SAN MARCOS FAIRWAYS;

thence North 29 degrees 57 minutes 50 seconds East, along the Westerly terminus of said private roadway to its centerline, a distance of 15.00 feet, said point also marking the beginning of a curve concave Northerly and from which the center point of said curve bears North 28 degrees 57 minutes 50 seconds East 465.00 feet therefrom;

thence Southeasterly and Easterly along the arc of said curve through a central angle of 28 degrees 57 minutes 50 seconds a distance of 235.07 feet to a point marking the beginning of a compound curve to the left, being concave Northwesterly having a radius of 200.00 feet;

thence Easterly and Northeasterly along the arc of said compound curve through a central angle of 60 degrees 05 minutes 45 seconds, a distance of 209.77 feet;

92 259876

thence North 29 degrees 54 minutes 15 seconds East, a distance of 369.07 feet (369.13 feet plat) to a point marking the beginning of a curve concave Southerly having a radius of 215.00 feet;

thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 120 degrees 11 minutes 30 seconds, a distance of 451.01 feet;

thence South 29 degrees 54 minutes 15 seconds East, a distance of 369.19 feet (369.13 feet plat) to a point marking the beginning of a curve to the left and being concave Northeasterly, having a radius of 200.00 feet;

thence Southeasterly and Easterly along the arc of said curve through a central angle of 60 degrees 05 minutes 45 seconds, a distance of 209.77 feet to a point of tangency on the centerline of the aforementioned SAN MARCOS DRIVE and said point marking the beginning of QUARTY DRIVE, a private road as shown on the SAN MARCOS FAIRWAYS REPLAT, a subdivision, as recorded in Book 122 of Maps, Page 37, Maricopa County Recorder, Maricopa County, Arizona;

thence East, continuing along said centerline of QUARTY DRIVE a distance of 860.11 feet (860.00 feet plat) to a point;

thence South, 15.00 feet to the Southerly edge of said QUARTY DRIVE to a point marking the beginning of a curve concave Southerly and from which the center point bears South 462.66 feet distant therefrom;

thence, along the arc of said curve through a central angle of 9 degrees 19 minutes 44 seconds, a distance of 75.33 feet to a point of intersection with a nontangent line, said point also being the Northeasterly corner of Lot 25;

thence South, along the Easterly line of Lot 25 a distance of 153.88 feet to a point 33.00 feet Northerly from the said East-West midsection line and also being the Southeast corner of said Lot 25;

thence West along a line 33.00 feet Northerly from and parallel with said East-West midsection line and also being the Northerly right of way line of FRYE ROAD (DENVER STREET) as shown on said plats of SAN MARCOS FAIRWAYS and SAN MARCOS FAIRWAYS REPLAT, a distance of 2255.10 feet (2255.00 feet plat) to the TRUE POINT OF BEGINNING;

EXCEPT the South 7.0 feet of Lots 44 through 63 and the South 7.0 feet of the West 15.0 feet of the original Lot 64, SAN MARCOS FAIRWAYS, as recorded in Maricopa County Records, Book 20, Page

33;PLUS,

Portion 2

COMMENCING at the North quarter corner of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence South 0 degrees 33 minutes 43 seconds West along the North-South midsection line of said Section 33, a distance of 983.81 feet to the TRUE POINT OF BEGINNING, from which the center of said Section 33 bears South 00 degrees from 33 minutes 43 seconds West 1661.06 feet distant therefrom;

thence South 89 degrees 18 minutes 30 seconds East, a distance of 350.93 feet;

thence South 2 degrees 10 minutes 02 seconds West, a distance of 36.70 feet;

thence South 18 degrees 39 minutes 07 seconds West, a distance of 579.50 feet;

thence South 0 degrees 25 minutes 05 seconds East, a distance of 376.94 feet;

thence South 46 degrees 39 minutes 51 seconds East, a distance of 8.58 feet to the beginning of a curve concave Northeasterly, having a radius of 383.81 feet;

thence Southeasterly along the arc of said curve through a central angle of 16 degrees 30 minutes 00 seconds a distance of 110.53 feet to the point of tangent;

thence South 63 degrees 09 minutes 51 seconds East, a distance of 110.00 feet to the beginning of a curve, being concave Northeasterly, having a radius of 176.91 feet;

thence Southeasterly along the arc of said curve through a central angle of 16 degrees 30 minutes 00 seconds, a distance of 50.95 feet to the point of tangent;

thence South 79 degrees 39 minutes 51 seconds East a distance of 122.42 feet to the beginning of a curve concave Southwesterly, having a radius of 70.90 feet;

thence Southeasterly along the arc of said curve through a central angle of 41 degrees 54 minutes 15 seconds, a distance of 51.85 feet to the point of tangent;

thence South 37 degrees 45 minutes 36 seconds East, a distance of 14.07 feet to a Northeasterly corner of SAN MARCOS FAIRWAYS

92 259876

REPLAT, a subdivision located within said Section 33, as recorded in Book 122 of Maps, Page 37 thereof, Maricopa County Records;

thence South 61 degrees 33 minutes 26 seconds West, along the Northerly line of said SAN MARCOS FAIRWAYS REPLAT, a distance of 30.40 feet to the Northeastly corner of Lot 12 of said SAN MARCOS FAIRWAYS REPLAT;

thence North 37 degrees 45 minutes 36 seconds West, a distance of 9.15 feet to the beginning of a curve concave Southwesterly, having a radius of 40.90 feet;

thence Northwesterly along the arc of said curve through a central angle of 41 degrees 54 minutes 15 seconds, a distance of 29.91 feet to the point of tangent;

thence North 79 degrees 39 minutes 51 seconds West a distance of 122.42 feet to the beginning of a curve concave Northeastly, having a radius of 206.91 feet;

thence Northwesterly along the arc of said curve through a central angle of 16 degrees 30 minutes 00 seconds, a distance of 59.59 feet to the point of tangent;

thence North 63 degrees 09 minutes 51 seconds West, a distance of 110.00 feet to the beginning of a curve concave Northeastly, having a radius of 413.81 feet;

thence Northwesterly, along the arc of said curve through a central angle of 16 degrees 30 minutes 00 seconds, a distance of 119.17 feet to the point of tangent;

thence North 46 degrees 39 minutes 51 seconds West, a distance of 234.25;

thence North 34 degrees 10 minutes 10 seconds West , a distance of 839.54 feet;

thence North 3 degrees 10 minutes 07 seconds West, a distance of 49.70 feet;

thence North 79 degrees 26 minutes 22 seconds East, a distance of 489.62 feet;

thence South 89 degrees 18 minutes 30 seconds East, a distance of 10.73 feet to the TRUE POINT OF BEGINNING; PLUS,

Portion 3

That part of the North half of Section 33, Township 1 South, Range

92 259876

Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The basis for the bearings used in this description are taken from SAN MARCOS FAIRWAYS REPLAT, a subdivision recorded in Book 122, Page 37, Maricopa County Recorder.

BEGINNING at the Southwest corner of Lot 30 of the said SAN MARCOS FAIRWAYS REPLAT this point beginning on a curve concave to the North and having a radius point bearing North 35 degrees 40 minutes 10 seconds East 185.00 feet;

thence following the Northerly and Westerly right-of-way lines of QUARTY DRIVE (a private road) as follows:

Southeasterly along the arc of this curve a distance of 115.17 feet through 35 degrees 40 minutes 10 seconds of central angle;

thence East 860.31 feet to the beginning of a curve to the left having a radius point bearing North 429.24 feet;

thence Easterly 228.50 feet along the arc of this curve through 30 degrees 30 minutes 00 seconds of central angle;

thence North 59 degrees 30 minutes 00 seconds East 208.65 feet to the beginning of a curve to the left having a radius point bearing North 30 degrees 30 minutes 00 seconds West 30.00 feet;

thence Northerly 50.92 feet along the arc of this curve through 97 degrees 15 minutes 00 seconds of central angle;

thence North 37 degrees 45 minutes 00 seconds West 66.55 feet to the Northeast corner of Lot 12 of the said SAN MARCOS FAIRWAYS REPLAT;

thence North 61 degrees 34 minutes 00 seconds East 30.40 feet;

thence South 37 degrees 45 minutes 00 seconds East 63.67 feet to the beginning of a curve to the left having a radius point bearing North 52 degrees 15 minutes 00 seconds East 30.00 feet;

thence Easterly 50.92 feet along the arc of this curve through 97 degrees 15 minutes 00 seconds of central angle;

thence North 45 degrees 00 minutes 00 seconds East 180.08 feet to the beginning of a curve to the left having a radius point bearing North 45 degrees 00 minutes 00 seconds West 310.00 feet;

thence Northerly 237.66 feet along the arc of this curve through 43 degrees 55 minutes 30 seconds of central angle;

thence North 01 degree 04 minutes 30 seconds East 145.02 feet to the beginning of a curve to the right having a radius point bearing South 88 degrees 55 minutes 30 seconds East 218.16 feet;

thence Northeasterly 164.74 feet along the arc of this curve through 43 degrees 16 minutes 02 seconds of central angle to the point of intersection of the said North right-of-way line of QUARTY DRIVE with the Easterly right-of-way line of SAN MARCOS DRIVE (a private roadway) as shown and delineated on SAN MARCOS FAIRWAYS, a subdivision recorded in Book 20, Page 33, Maricopa County Recorder;

thence leaving the said North right-of-way line of QUARTY DRIVE;

South 45 degrees 39 minutes 28 seconds East 30.00 feet to a point on the South right-of-way line of the said QUARTY DRIVE this point beginning on a curve concentric to the last described curve and having a radius point bearing South 45 degrees 39 minutes 28 seconds East 188.16 feet;

thence Southwesterly 142.09 feet along the arc of this curve through 43 degrees 16 minutes 02 seconds of central angle;

thence South 01 degree 04 minutes 30 seconds West 145.02 feet to the beginning of a curve to the right having a radius point bearing North 88 degrees 55 minutes 30 seconds West 340.00 feet;

thence (leaving the Easterly right-of-way line of the said QUARTY DRIVE) Southwesterly along the Easterly right-of-way line of the said SAN MARCOS DRIVE and along the arc of this curve a distance of 260.66 feet through 43 degrees 55 minutes 30 seconds of central angle to a point on the South right-of-way line of the said QUARTY DRIVE;

thence along the said South right-of-way line as follows:

South 45 degrees 00 minutes 00 seconds West 193.84 feet to the beginning of a curve to the right having a radius point bearing North 45 degrees 00 minutes 00 seconds West 245.00 feet;

thence Southwesterly 62.00 feet along the arc of this curve through 14 degrees 30 minutes 00 seconds of central angle;

thence South 59 degrees 30 minutes 00 seconds West 270.47 feet to the beginning of a curve to the left having a radius point

92 259876

bearing South 30 degrees 30 minutes 00 seconds East 22.75 feet;

thence Southerly 59.36 feet along the arc of this curve through 149 degrees 30 minutes 00 seconds of central angle to a point on the North right-of-way line of HALF MOON WAY (a private street);

thence East along the said North right-of-way line, a distance of 217.88 feet;

thence South 30.00 feet to the Northeast corner of Lot 19 of the said SAN MARCOS FAIRWAYS REPLAT;

thence West along the South right-of-way line of the said HALF MOON WAY, a distance of 217.88 feet to the beginning of a curve to the right having a radius point bearing North 492.66 feet;

thence Westerly along the said South right-of-way line and along the arc of this curve a distance of 112.96 feet through 13 degrees 08 minutes 12 seconds of central angle to a point of a reverse curve to the left having a radius point bearing South 13 degrees 08 minutes 12 seconds West 462.66 feet;

thence Westerly 106.08 feet along the arc of this curve through 13 degrees 08 minutes 12 seconds of central angle;

thence North 15.00 feet to the monumented centerline of the said QUARTY DRIVE;

thence along the said centerline as follows West 860.31 feet to the beginning of a curve to the right having a radius point bearing North 200.00 feet;

thence Westerly 116.47 feet along the arc of this curve through 33 degrees 22 minutes 01 seconds of central angle to a point on the Westerly subdivision line of said SAN MARCOS FAIRWAYS REPLAT;

thence North 14.60 feet to a subdivision corner;

thence North 44 degrees 50 minutes 50 seconds East 3.01 feet to the POINT OF BEGINNING; PLUS,

That part of the North half of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The basis for the bearings used in this description are from San Marcos Fairways, a subdivision recorded in Book 20, Page 33,

Records of Maricopa County, Arizona and from San Marcos Fairways Replat, a subdivision recorded in Book 122 of Maps, Page 37, Records of Maricopa County, Arizona.

The following described parcel is all of the private roadway (San Marcos Drive) as shown and delineated on the map of the said San Marcos Fairways lying North of the Northerly right-of-way line of Quarry Drive as shown and delineated on the map of said San Marcos Fairways Replat.

BEGINNING at the centerline of the said San Marcos Drive at the most Northerly terminus thereof;

thence South 45 degrees 59 minutes 00 seconds a distance of 15.00 feet to a point on the Easterly right-of-way line of the said San Marcos Drive;

thence along the Easterly right-of-way line as follows:

South 44 degrees 01 minutes 00 seconds West a distance of 60.00 feet to the beginning of a curve to the left having a radius point bearing South 45 degrees 59 minutes 00 seconds East 158.18 feet;

thence Southwesterly a distance of 121.52 feet along the arc of this curve through 44 degrees 01 minutes 00 seconds of central angle;

thence South 45.00 feet to the beginning of a curve to the right having a radius point bearing West 320.00 feet;

thence Southwesterly 168.25 feet along the arc of this curve through 30 degrees 07 minutes 30 seconds of central angle;

thence South 30 degrees 07 minutes 30 seconds West 169.22 feet to the beginning of a curve to the left having a radius point bearing South 59 degrees 52 minutes 30 seconds East 545.10 feet;

thence Southwesterly 96.83 feet along the arc of this curve through 10 degrees 10 minutes 40 seconds of central angle to a point on the Northerly right-of-way line of the said Quarry Drive, said point being a point on a curve concave to the Southeast and having a radius point bearing South 45 degrees 39 minutes 28 seconds East 218.16 feet;

thence leaving the said Easterly right-of-way line of San Marcos Drive;

Southwesterly along the said Northerly right-of-way line and along the arc of this curve a distance of 174.96 feet through 45 degrees 56 minutes 58 seconds of central angle to a point

92 259876

on the Westerly right-of-way line of the said San Marcos Drive, this point being on a curve having a radius point bearing South 87 degrees 16 minutes 23 seconds East 575.10 feet;

thence along the Westerly right-of-way line of San Marcos Drive as follows:

Northeasterly 275.00 feet along the arc of this curve through 27 degrees 23 minutes 53 seconds of central angle;

thence North 30 degrees 07 minutes 30 seconds East 169.22 feet to the beginning of a curve to the left having a radius point bearing North 59 degrees 52 minutes 30 seconds West 290.00 feet;

thence Northeasterly 152.48 feet along the arc of this curve through 30 degrees 07 minutes 30 seconds of central angle;

thence North 45.00 feet to the beginning of a curve to the right having a radius point bearing East 188.18 feet;

thence Northeasterly 144.57 feet along the arc of this curve through 44 degrees 01 minutes 00 seconds of central angle;

thence North 44 degrees 01 minutes 00 seconds East 60.00 feet;

thence leaving the said Westerly right-of-way line South 45 degrees 59 minutes 00 seconds East 15.00 feet to the point of beginning.

[Note: The above described parcel contains 21,331 square feet of 0.4897 acres.];PLUS,

That part of the North half of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The basis for the bearings used in this description are from San Marcos Fairways, a subdivision recorded in Book 20, Page 33, Records of Maricopa County, Arizona and from San Marcos Fairways Replat, a subdivision recorded in Book 122 of Maps, Page 37, Records of Maricopa County, Arizona.

BEGINNING at the centerline of San Marcos Drive (a private drive) at the Western most point thereof as shown and delineated on the plat of the said San Marcos Fairways;

thence North 28 degrees 57 minutes 50 seconds East 15.00 feet to the Southwest corner of Lot 43 of the said San Marcos Fairways, this point being on a curve concave to the North and having a radius point bearing North 28 degrees 57 minutes 50

92 259876

seconds East 450.00 feet;

thence Easterly 227.48 feet along the arc of this curve through 28 degrees 57 minutes 50 seconds of central angle to a point of a compound curve to the left having a radius point bearing North 185.00 feet;

thence Northeasterly 194.04 feet along the arc of this curve through 60 degrees 05 minutes 45 seconds of central angle to a point on the Northwesterly right-of-way line of Crescent Drive;

thence along the said right-of-way line as follow:

North 29 degrees 54 minutes 15 seconds East 369.14 feet to the beginning of a curve to the right having a radius point bearing South 60 degrees 05 minutes 45 seconds East 230.00 feet;

thence Northeasterly 302.56 feet along the arc of this curve through 75 degrees 22 minutes 15 seconds of central angle to a point of a reverse curve to the left having a radius point bearing North 15 degrees 16 minutes 30 seconds East 50.00 feet;

thence Northeasterly 93.82 feet along the arc of this curve through 107 degrees 30 minutes 30 seconds of central angle to a point of a reverse curve to the right having a radius point bearing North 87 degrees 46 minutes 00 seconds East 375.00 feet, also this point being a point on the Westerly right-of-way line of Midway Drive; thence Northerly along the said Westerly right-of-way line and along the arc of this curve a distance of 221.41 feet through 33 degrees 49 minutes 45 seconds of central angle;

thence North 31 degrees 35 minutes 45 seconds East along the said right-of-way line a distance of 40.00 feet to the beginning of a curve to the left having a radius point bearing North 58 degrees 24 minutes 15 seconds West 20.00 feet;

thence Northerly 18.96 feet along the arc of this curve through 54 degrees 18 minutes 53 seconds of central angle to a point of a reverse point bearing North 67 degrees 16 minutes 52 seconds East 40.00 feet;

thence along the arc of this curve a distance of 201.50 feet through 288 degrees 37 minutes 46 seconds of central angle to a point of a reverse curve to the left having a radius point bearing South 04 degrees 05 minutes 22 seconds East 20.00 feet;

thence Southwesterly 18.96 feet along the arc of this curve

92 259876

through 54 degrees 18 minutes 53 seconds of central angle to a point on the Easterly right-of-way line of said Midway Drive;

thence South 31 degrees 35 minutes 45 seconds West along the said right-of-way line a distance of 40.00 feet to the beginning of a curve to the left having a radius point bearing South 58 degrees 24 minutes 15 seconds East 345.00 feet;

thence Southeasterly along the said right-of-way line and along the arc of this curve a distance of 370.32 feet through 61 degrees 30 minutes 00 seconds of central angle to a point on the Easterly right-of-way line of the the said Crescent Drive;

thence South 29 degrees 54 minutes 15 seconds East along the said right-of-way line a distance of 369.14 feet to the beginning of a curve to the left having a radius point bearing North 60 degrees 05 minutes 45 seconds East 185.00 feet;

thence Southeasterly along the said right-of-way line and along the arc of this curve a distance of 78.87 feet through 24 degrees 25 minutes 35 seconds of central angle to a point of the West line of said San Marcos Fairways Replat;

thence South 44 degrees 50 minutes 50 seconds West 3.01 feet to a corner of the said San Marcos Fairways Replat;

thence South 14.60 feet to the centerline intersection of the said Crescent Drive with the Westerly line of the said Replat this point being a point on a curve having a radius point bearing North 33 degrees 22 minutes 01 seconds East 200.00 feet;

thence along the centerline of Crescent Drive and the centerline of San Marcos Drive as follows:

Northwesterly 93.30 feet along the arc of this curve through 26 degrees 43 minutes 44 seconds of central angle;

thence North 29 degrees 54 minutes 15 seconds West 369.14 feet to the beginning of a curve to the left having a radius point bearing South 60 degrees 05 minutes 45 seconds West 215.00 feet;

thence Northwesterly and Westerly along the arc of this curve a distance of 451.01 feet through 120 degrees 11 minutes 30 seconds of central angle;

thence South 29 degrees 54 minutes 15 seconds West 369.14 feet to the beginning of a curve to the right having a radius point bearing North 60 degrees 05 minutes 45 seconds West 200.00

92 259876

feet;

thence Southwesterly 209.77 feet along the arc of this curve through 60 degrees 05 minutes 45 seconds of central angle to a point of a compound curve to the right having a radius point bearing North 465.00 feet;

thence Westerly 235.06 feet along the arc of this curve through 28 degrees 57 minutes 50 seconds of central angle to the point of beginning.

[Note: The above described parcel contains 43,747 square feet or 1.0043 acres]

EXHIBIT "III"

**TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
San Marcos County Club Estates**

AREA III

AREA III consists of the following tracts of land within Section Thirty-three (33), Township One (1) South, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and also within the Property and Rectangle described as follows:

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 699.84 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;

ALSO 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 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 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 feet 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

ALSO 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;

92 259876

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;

ALSO 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; PLUS,

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;

thence East along the East-West midsection line a distance of 3314.75 feet (3314.53 feet plat) to a point from which the East quarter corner bears East 2033.73 feet distant therefrom;

thence North 33.00 feet to the Southwest corner of Lot 17, as shown on the subdivision plat of SAN MARCOS FAIRWAY REPLAT as recorded in Book 122 of Maps, Page 37, Maricopa County Recorder, Maricopa County, Arizona said corner being the TRUE POINT OF BEGINNING;

thence North 0 degrees 00 minutes 46 seconds East (North plat), along the Westerly line of said Lot 17, a distance of 135.00 feet to the Northwest corner of said Lot and being a point on the Southerly line of HALF MOON WAY a private road, as shown on said plat;

thence continuing North 0 degrees 00 minutes 46 seconds East (North plat), across said HALF MOON WAY a distance of 30.00 feet to a point on the Northerly line of said private roadway;

thence East along the Northerly line of said roadway a distance of 32.13 feet to the Southwest corner of Lot 8 of

said SAN MARCOS FAIRWAYS REPLAT;

92 259876

thence North 25 degrees 02 minutes 29 seconds West (North 25 degrees 03 minutes 09 seconds West plat), along the Westerly line of said Lot 8, a distance of 169.99 feet (170.00 feet plat) to the most Westerly corner of said Lot 8;

thence North 59 degrees 30 minutes 25 seconds East (North 59 degrees 30 minutes 00 seconds East plat), along the Northwesternly line of said Lot 8 a distance of 50.49 feet (50.47 feet plat) to a point marking the beginning of a curve to the left and being concave Northwesternly having a radius of 245.00 feet;

thence Northeasterly along the arc of said curve through a central of 14 degrees 29 minutes 53 seconds (14 degrees 30 minutes 00 seconds plat) a distance of 62.00 feet;

thence North 45 degrees 00 minutes 32 seconds East (North 45 degrees 00 minutes 00 seconds East plat), along the Northerly line of Lot 6 and Lot 4 of the said SAN MARCOS FAIRWAYS REPLAT, 193.91 feet (193.84 feet plat) to a point marking the beginning of a curve to the left and being concave Westerly having a radius of 340.00 feet;

thence Northeasterly and Northerly along the arc of said curve through a central angle of 43 degrees 55 minutes 17 seconds (43 degrees 55 minutes 30 seconds plat) a distance of 260.64 feet (260.66 feet plat);

thence North 1 degree 05 minutes 15 seconds East (North 1 degree 04 minutes 30 seconds East plat), along the Westerly line of Lots 5 and 3 of said SAN MARCOS FAIRWAYS REPLAT, a distance of 145.06 feet (145.02 feet plat), to a point marking the beginning of a curve to the right and concave Southeasterly having a radius of 188.16 feet;

thence Northerly, Northeasterly and Easterly along the arc of said curve through a central angle of 71 degrees 05 minutes 56 seconds (71 degrees 06 minutes 27 seconds plat) a distance of 233.49 feet (233.52 feet plat) to a point;

thence North 72 degrees 11 minutes 11 seconds East (North 72 degrees 10 minutes 57 seconds East plat) a distance of 155.82 feet (155.73 feet plat) to a point marking the beginning of a curve to the left and being concave Northerly having a radius of 218.16 feet;

thence Easterly and Northeasterly along the arc of said curve through a central angle of 13 degrees 56 minutes 21 seconds (13 degrees 56 minutes 30 seconds plat) a distance of 53.08 feet to a point;

92 259876

thence North 58 degrees 14 minutes 50 seconds East (North 58 degrees 14 minutes 27 seconds East plat) a distance of 91.30 feet (91.27 feet plat) to a point on the Southerly line of the said QUARTY DRIVE at the point at which it intersects the Easterly line of Block J, as shown on the Map of the TOWNSITE OF CHANDLER, in Book 5, Page 34, Maricopa County Recorder, Maricopa County, Arizona;

thence South 1 degree 04 minutes 30 seconds West, along the Easterly line of Block J, a distance of 961.95 feet;

thence North 88 degrees 55 minutes 30 seconds West, 239.07 feet (239.00 feet plat) to the Southeast corner of Lot 13, of said SAN MARCOS FAIRWAYS REPLAT;

thence continuing North 88 degrees 55 minutes 30 seconds West, and along the Southerly line of said Lot 13 and the projection thereof, a distance of 186.21 feet (186.15 feet plat) to a point marking the nontangent beginning of the curve Southerly and concave Northwesterly from which the center point of said curve bears South 45 degrees 01 minute 06 seconds West 40.00 feet;

thence clockwise along the arc of said curve, through a central angle of 134 degrees 58 minutes 00 seconds (134 degrees 56 minutes 45 seconds plat) a distance of 94.25 feet (94.21 feet plat) to a point on the Easterly line of Lot 15 of said SAN MARCOS FAIRWAYS REPLAT;

thence South 0 degrees 01 minute 02 seconds West (South plat) along the Easterly line of said Lot 15, a distance of 170.00 feet to the Southeast corner of Lot 15, said corner being a point 33.00 feet Northerly of the East-West midsection line;

thence West along the Southerly lines of Lot 15 and Lot 17 of said SAN MARCOS FAIRWAYS REPLAT, and being a line 33.00 feet Northerly of and parallel with the East-West midsection line, a distance of 225.07 feet (225.00 feet plat) to the TRUE POINT OF BEGINNING.