OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040310492 03/26/2004 09:51
ELECTRONIC RECORDING

LAWYERS TITLE OF ARIZONA, INC.

WHEN RECORDED RETURN TO:

1307136-10-6-6--
Hoyp

C. Timothy White, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 700
Phoenix, Arizona 85016

5 OF 5 JSORENSEN
#1307136

NOTICE OF ASSIGNMENT OF CO-DECLARANTS' RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE

This Notice of Assignment of Co-Declarants' Rights under the Declaration of Covenants, Conditions and Restrictions for Sierra Verde (the "Notice of Assignment") is made this 26 day of March, 2004 by TAYLOR WOODROW/ARIZONA, INC., an Arizona corporation ("Taylor"), and LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("Levine") (collectively, "Co-Declarants").

WITNESSETH

WHEREAS, Co-Declarants recorded that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde on July 24, 2003 at Document No. 2003-0984966, Official Records of Maricopa County, Arizona (the "Declaration").

WHEREAS, Levine sold Parcel No. 1 ("Parcel 1") of that certain real property described in the Declaration to Standard Pacific of Arizona, Inc., a Delaware corporation ("Standard Pacific") and Co-Declarants assigned to Standard Pacific their rights under the Declaration, as Co-Declarants, as to Parcel 1.

WHEREAS, Levine sold Parcel No. 3 ("Parcel 3") of that certain real property described in the Declaration to Pulte Home Corporation, a Michigan corporation ("Pulte") and Co-Declarants assigned to Pulte their rights under the Declaration, as Co-Declarants, as to Parcel 3

WHEREAS, pursuant to Section 1.13 of the Declaration, Co-Declarants have the unilateral right to assign their rights under the Declaration as to a portion of the Property and retain their rights as Co-Declarants as to another portion of the Property by recording a written notice of such assignment and the portions of the Property to which the assignment pertains.

WHEREAS, Co-Declarants desire to record this Notice of Assignment pursuant to the terms of the Declaration for the purpose of designating Engle Sierra Verde P4, LLC, a Delaware limited liability company ("Engle") as a "Co-Declarant" under the Declaration.

NOW, THEREFORE, Co-Declarants hereby declare as follows:

1. Definitions. All capitalized terms used and not otherwise defined in this Notice of Assignment shall have the same meanings ascribed to such terms in the Declaration.

2. Designation of Co-Declarant. Subject to the terms and conditions of the Declaration, Co-Declarants hereby assign their rights to Engle as a Co-Declarant under the Declaration, but such assignment applies only to that certain real property described on Exhibit A attached hereto. Co-Declarants retain their rights as Co-Declarants as to all other portions of the Remaining Property described in the Declaration.

IN WITNESS WHEREOF, Co-Declarants have executed this Notice as of the day and year first above written.

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: _____
Name: William S. Levine
Its: General Partner

TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation

By: _____
Name: _____
Its: _____

CONSENT OF STANDARD PACIFIC:

The undersigned, as Co-Declarant as to Parcel 1, consents to the execution of this Notice.

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

1. Definitions. All capitalized terms used and not otherwise defined in this Notice of Assignment shall have the same meanings ascribed to such terms in the Declaration.

2. Designation of Co-Declarant. Subject to the terms and conditions of the Declaration, Co-Declarants hereby assign their rights to Engle as a Co-Declarant under the Declaration, but such assignment applies only to that certain real property described on Exhibit A attached hereto. Co-Declarants retain their rights as Co-Declarants as to all other portions of the Remaining Property described in the Declaration.

IN WITNESS WHEREOF, Co-Declarants have executed this Notice as of the day and year first above written.

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By:_____
Name: William S. Levine
Its: General Partner

TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation

By: Thomas R Blake Jr
Name: Thomas R. Blake JR
Its: Vice President Land Development

CONSENT OF STANDARD PACIFIC:

The undersigned, as Co-Declarant as to Parcel 1, consents to the execution of this Notice.

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

By: Carol Grumley
Name: Vice President
Title:

By:
Name: Robert S. Downing
Title: Vice President

CONSENT OF PULTE:

The undersigned, as Co-Declarant as to Parcel 3, consents to the execution of this Notice.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Name: Scott Wright
Title: Attorney-In-Fact

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 25 day of March 2004, by William S. Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership.

OFFICIAL SEAL
ANN L. FORREST
NOTARY PUBLIC-Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 26, 2006

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this _____ day of March, 2004 by _____, the _____ of Taylor Woodrow/Arizona, Inc., an Arizona corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this _____ day of March, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this ____ day of March 2004, by William S. Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 25th day of March, 2004 by Thomas R. Blake IV the Vice Pres. Land Acq of Taylor Woodrow/Arizona, Inc., an Arizona corporation, for and on behalf of the corporation.

LYNNE M. DUGAN
Notary Public - Arizona
Maricopa County
Commission #144440
My Comm. Expires June 2, 2007

Notary Seal/Stamp

Lynne M. Dugan
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 25th day of March, 2004 by Carol Grimsley, the VP of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

OFFICIAL SEAL
CONNIE S. DEAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Nov. 8, 2006

Notary Seal/Stamp

Connie S. Dean
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 25th day of March, 2004 by Robert S. Downing, the VP of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

1-08-06
Notary Seal/Stamp

OFFICIAL SEAL
CONNIE S. DEAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Nov. 8, 2006

Connie S Dean
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this _____ day of March, 2004 by _____, the _____ of Pulte Home Corporation, a Michigan corporation, for and on behalf of the corporation.

_____
Notary Seal/Stamp

_____
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this _____ day of March, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

_____ _____
Notary Seal/Stamp Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 24TH day of March, 2004 by Scott Wright, the Atty-IN-FACT of Pulte Home Corporation, a Michigan corporation, for and on behalf of the corporation.

Notary Public State of Arizona
Maricopa County
Lisa J Welty
Expires October 29, 2004

_____ _____
Notary Seal/Stamp Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 00°04'20" East, along the mid section line, a distance of 936.00 feet to the TRUE POINT OF BEGINNING,

thence South 89°34'13" East, a distance of 730.73 feet to a point on a curve, concave northeasterly, whose radius is 230.00 feet and whose center bears North 72°25'59" East;

thence southeasterly, along said curve to the left, through a central angle of 20°45'40" an arc length of 83.34 feet;

thence South 38°19'41" East, a distance of 198.07 feet to a point of curvature, concave northeasterly, whose radius is 230.00 feet;

thence southeasterly, along said curve to the left, through a central angle of 49°05'35" an arc length of 197.07 feet;

thence South 87°25'16" East, a distance of 157.00 feet to a point of curvature, concave southwesterly, whose radius is 1970.00 feet;

thence southeasterly, along said curve to the right, through a central angle of 03°20'01" an arc length of 114.62 feet;

thence South 84°05'15" East, a distance of 141.99 feet;

thence South 40°07'26" East, a distance of 21.61 feet to a point on a curve, concave easterly, whose radius is 1030.00 feet and whose center bears South 86°35'29" East;

thence southeasterly, along said curve to the left, through a central angle of 33°52'14" an arc length of 608.89 feet;

thence South 89°55'40" West, a distance of 863.91 feet;

thence North 00°04'20" West, a distance of 161.30 feet;
thence North 38°19'41" West, a distance of 141.41 feet;

thence South 89°55'40" West, a distance of 676.45 feet to a point on the mid-section line;

thence North 00°04'20" West, along said mid-section line, a distance of 681.03 feet to the TRUE POINT OF BEGINNING.

Branch :EMI User :JGUM

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040717092 06/24/2004 09:44
ELECTRONIC RECORDING

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When recorded return to:

Standard Pacific of Arizona, Inc.
6710 N. Scottsdale Road
Suite 150
Scottsdale, AZ 85253
Attn: Connie Dean

TRACT DECLARATION AND DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TRACT DECLARATION AND DECLARATION OF FURTHER COVENANTS, CONDITIONS AND RESTRICTIONS ("Tract Declaration") is made as of the 22nd day of June, 2004 by Standard Pacific of Arizona, Inc., a Delaware corporation ("Tract Declarant").

RECITALS

A. Tract Declarant owns the real property located in Maricopa County, Arizona, that is described on Exhibit "A" attached hereto (the "Tract"). The Tract is subject to that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde, recorded as Document No. 2003-0984966 of the official records of Maricopa County, Arizona as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde, recorded as Document No. 2003-1727389 of the official records of Maricopa County, Arizona; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde, recorded as Document No. 2004-0178713 of the official records of Maricopa County, Arizona (collectively, the "Master Declaration").

B. Tract Declarant desires to record this Tract Declaration.

NOW, THEREFORE, Tract Declarant hereby declares that the Tract shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Tract and which shall be binding on all parties having any right, title or interest in said Tract or any part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of all or any part thereof.

1. Definitions.

(a) "ADR Provisions" means the Alternative Dispute Resolution Provisions attached hereto as Exhibit "C".

(b) "Association" means the Arizona nonprofit corporation organized or to be organized by the Co-Declarants to administer and enforce the Project Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns. Co-Declarants intend to organize the Association under the name of "Sierra Verde Community Association," but if such name is not available, Co-Declarants may organize the Association under such other name, as the Co-Declarants deem appropriate.

MARICOPA, AZ Document:RES 2004.717092 Page:1 of 35
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(c) "Lot" or "lot" means any Lot shown on a Plat. For purposes of voting on any issue required to receive the approval of Lot Owners, the Owner of a parcel zoned for residential use shall be deemed to be the Owner of the maximum number of Lots into which such parcel may be subdivided under then applicable zoning and other legal requirements.

(d) "Owner" or "owner" shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any lot, including without limitation, one who is buying a lot under a recorded contract, but excluding others having an interest merely as security for the performance of an obligation. In the case of a lot where fee simple title is vested of record in a trustee under a deed of trust, legal title shall be deemed to be in the trustor. In the case of a lot where fee simple title is vested in a trustee pursuant to a trust agreement, the beneficiary entitled to possession shall be deemed to be the Owner.

(e) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

(f) "Plat" means any recorded subdivision plat or plats of any portion of the Property.

(g) "Residential Unit" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

(h) "Retail Purchaser" means any person other than the Co-Declarants, who by means of a voluntary transfer becomes the Owner of a Lot except for (i) an Owner who purchases a Lot and then leases it to a Co-Declarant for use as a model in connection with the sale of other Lots or (ii) an Owner who, in addition to purchasing a Lot, is assigned any or all of a Co-Declarant's rights under this Declaration.

(i) "Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

(j) "Tract Declarant Affiliate" means any Person directly or indirectly controlling, controlled by or under common control with Tract Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Tract Declarant (or another Tract Declarant Affiliate) is a general partner, managing member or controlling shareholder.

2. Home Warranty. Tract Declarant presently intends, but shall not have any obligation whatsoever, to extend to every original Retail Purchaser who purchases a Residential Unit in the Tract from Tract Declarant a Home Builder's Limited Warranty (the "Home Warranty") in substantially the form attached hereto as Exhibit "B". If Tract Declarant extends a Home Warranty to such original Retail Purchaser, a copy of the form of the Home Warranty issued for the particular Residential Unit or Lot will be available from Professional Warranty Service Corporation, P. O. Box 800, Annandale, Virginia 22003-0800. Every such original

Retail Purchaser and every successive Owner of such original Retail Purchaser's Residential Unit or Lot shall be bound by and a beneficiary of: (a) the Home Warranty (but only to the extent such a Home Warranty is actually issued and in effect at the time of the particular claim and with respect to the particular Residential Unit or Lot at issue); and (b) the ADR Provisions (including the waiver of jury trial). Notwithstanding any other provision of this Tract Declaration (including attached Exhibits), the provisions of the Home Warranty, including, without limitation, the binding arbitration procedures and its limitation of statutory and common law remedies described therein, and the ADR Provisions shall control with respect to every dispute with Tract Declarant related to or arising out of the Residential Unit or the Lot on which it is situated. SAID LIMITED WARRANTY, WHEN ISSUED, SHALL BE THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE BY TRACT DECLARANT WITH REGARD TO THE LOTS, AND TRACT DECLARANT DISCLAIMS ALL OTHER WARRANTIES AS MORE FULLY SET FORTH IN EXHIBIT "D" TO THIS TRACT DECLARATION. This Section shall not be amended without the written consent of Tract Declarant.

3. Common Area Warranty. Tract Declarant presently intends, but shall not have any obligation whatsoever, to extend to the Association a Common Area Builder's Limited Warranty (the "Common Area Warranty") for all or a portion of the Common Area in the Tract that is conveyed by Tract Declarant to the Association. If Tract Declarant extends a Common Area Warranty to the Association, a copy of the form of the Common Area Warranty issued for the Common Area (or portions thereof) will be available from Professional Warranty Service Corporation, P. O. Box 800, Annandale, Virginia 22003-0800. To the extent Tract Declarant conveys Common Area to the Association, the Association shall be bound by and a beneficiary of (a) the Common Area Warranty (but only to the extent such a Common Area Warranty is actually issued and in effect at the time of the particular claim and with respect to the particular portion of the Common Area at issue); and (b) the ADR Provisions (including the waiver of jury trial). Tract Declarant's election to provide and be subject to the Common Area Warranty is in consideration of Tract Declarant's and Association's agreement to the ADR Provisions (including the waiver of jury trial). Notwithstanding any other provision of this Tract Declaration (including the attached Exhibits), the provisions of the Common Area Warranty, including, without limitation, its binding arbitration procedures and its limitation of statutory and common law remedies as described therein, and the ADR Provisions, shall control with respect to every dispute with Tract Declarant related to or arising out of the Common Area. SAID LIMITED WARRANTY, WHEN ISSUED, SHALL BE THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE BY TRACT DECLARANT WITH REGARD TO THE COMMON AREA, AND TRACT DECLARANT DISCLAIMS ALL OTHER WARRANTIES AS MORE FULLY SET FORTH IN EXHIBIT "D" TO THIS TRACT DECLARATION. This Section shall not be amended without the written consent of Tract Declarant.

4. Disputes with Tract Declarant. The following dispute resolution procedure is implemented for the Tract in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1-16), which is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. The dispute resolution procedure in this Section is to be interpreted and enforced as authorized by the Federal Arbitration Act. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (a) is a congressional declaration of a liberal federal policy favoring arbitration agreements,

notwithstanding substantive or procedural state policies to the contrary, (b) requires that federal and state courts rigorously enforce agreements to arbitrate, (c) requires the scope of this alternative dispute resolution agreement be interpreted broadly in favor of arbitration, and (d) requires disputes over whether an issue is arbitrable be resolved by a finding in favor of arbitration. Specifically, this Section is to be interpreted in accordance with Allied-Bruce Terminix Companies, Inc. v. Dobson, 115 S.Ct. 834 (1995), and other federal court rulings.

(a) Alternative Dispute Resolution Provisions. Any Dispute (as defined in the ADR Provisions) shall be governed by and resolved in accordance with the ADR Provisions.

(b) Required Vote to Make Claim. Prior to filing a claim pursuant to the ADR Provisions, the Association must obtain the vote or written consent of Owners other than Tract Declarant who represent not less than fifty-one percent (51%) of the Association's voting power (excluding the voting power of Tract Declarant) of the Lots in the Tract. The notice to the Owners of the vote or request for consent shall contain, at a minimum, the following information: (a) a description of the alleged defect or Dispute; (b) a description of the attempts of the Tract Declarant to correct the alleged defect or Dispute and the opportunities provided to the Tract Declarant to correct the alleged defect or Dispute; (c) the name and professional background of the attorney retained by the Association to pursue the claim against the Tract Declarant and a description of the relationship between the attorney and member(s) of the Board of the Association's management company (if any); (d) a description of the fee arrangement between the attorney and the Association; (e) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Tract Declarant and the source of the funds that will be used to pay the fees and expenses; (f) the estimated time necessary to conclude the action against the Tract Declarant; (g) a good faith estimate of the fees and costs the Association may be required to pay to the Tract Declarant in the event that the Association's claim is unsuccessful; and (h) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members. If the Dispute pertains to an alleged defect, the notice to the Owners shall also contain an estimate of the cost to repair the alleged defect and a certification from an architect or engineer licensed in the State of Arizona that the alleged defect exists along with a description of the scope of work necessary to cure the alleged defect.

(c) Tract Declarant Party. This Section 4 governs only the resolution of Disputes with Tract Declarant parties on the one hand, and the Association and/or one or more Owner/subsequent Owner, on the other hand. Except as otherwise provided in the ADR Provisions, each party in a Dispute with Tract Declarant shall bear its own attorneys' fees and costs, and the prevailing party shall not be entitled to an award of attorneys' fees or costs.

(d) AGREEMENT TO METHOD OF RESOLVING DISPUTES; WAIVER OF RIGHT TO JURY TRIAL; AMENDMENT. TRACT DECLARANT, THE ASSOCIATION (to the extent bound hereby) AND EACH OWNER AGREE TO USE THE PROCEDURES ESTABLISHED IN THIS SECTION 4 TO RESOLVE ALL DISPUTES WITH REGARD TO THE TRACT AND WAIVE THEIR RIGHTS TO RESOLVE DISPUTES IN ANY OTHER MANNER. TRACT DECLARANT, THE ASSOCIATION (to the extent bound hereby), AND EACH OWNER OF LOTS IN THE TRACT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS SECTION 4, THEY

ARE GIVING UP THEIR RIGHT TO HAVE DISPUTES TRIED BEFORE A JURY, PURSUANT TO THE FEDERAL ARBITRATION ACT.

5. Amendment. This Tract Declaration may only be amended by a written instrument executed by all of the following: (a) Owners holding at least sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots in the Tract; (b) the Board; and (c) Tract Declarant. Notwithstanding anything to the contrary, the provisions of this Tract Declaration are intended to benefit and bind Tract Declarant regardless of whether Tract Declarant owns any portion of the Tract after the date hereof.

6. Relationship to Master Declaration. In the event of any conflict between a provision of the Master Declaration and a provision of this Tract Declaration, the provision in the Master Declaration shall control; provided, however, the dispute resolution procedures of this Tract Declaration shall be used in lieu of those contained in Article 13 of the Master Declaration for all Persons bound by this Tract Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Tract Declaration as of the day and year first above written.

STANDARD PACIFIC OF ARIZONA, INC., a Delaware corporation

By: _____
Name: Carol Grumley
Title: Vice President

By: _____
Name: Bruce Schroeder
Title: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by Carol Grumley, the Vice President of Standard Pacific of Arizona, Inc., a Delaware corporation, on behalf thereof.

_____
Notary Public

My Seal and Commission Expiration Date:

OFFICIAL SEAL
CONNIE S. DEAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Nov. 8, 2006

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by Bruce Schroeder, the Vice President of Standard Pacific of Arizona, Inc., a Delaware corporation, on behalf thereof.

Connie S. Dean
Notary Public

My Seal and Commission Expiration Date:

OFFICIAL SEAL
CONNIE S. DEAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Nov. 8, 2006