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

SECOND DECLARATION OF ANNEXATION
AND
TRACT DECLARATION

SAN MARCOS COUNTRY CLUB ESTATES

SAN MARCOS VILLAGE I
(f.k.a. EAST COLONY)

THIS SECOND DECLARATION OF ANNEXATION AND TRACT
DECLARATION is made this 17th day of DECEMBER, 19~~9~~³, by FOCUS
DEVELOPMENT CORPORATION, an Arizona corporation ("Declarant").

W I T N E S S E T H :

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

WHEREAS, the following described real property is
hereby made a part of the San Marcos Country Club Estates and is
hereafter subject to the Declaration:

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

(hereinafter "San Marcos Village I).

WHEREAS, Article XIV of the Declaration contemplates
that additional property may be annexed into the San Marcos
Country Club Estates and Paragraph 4.1 of the Declaration
provides that Tract Declarations for the Annexation Property

would be executed and recorded periodically as the development of San Marcos Country Club Estates proceeds; and

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

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

ARTICLE I

Declaration of Annexation for San Marcos Village I

1.1 Description of the Initial Covered Property.

Declarant, as the owner certain real property legally described in the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for San Marcos Country Club Estates recorded on September 30, 1993, at Instrument No. 93-0664349, Official Records of Maricopa County, Arizona and in the Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664350 (hereinafter "Phase I"); and that real property legally described in that First Declaration of Annexation and Tract Declaration recorded on September 30, 1993, at Instrument No. 93-0664351 (hereinafter "Phase II"), Official Records of Maricopa County, Arizona, all of which collectively the "Covered Property."

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1.2 Description of the Annexation Property. In addition to the Property described in Section 1.1 above, the Covered Property shall now include the following:

SEE EXHIBIT "A"

(hereinafter "San Marcos Village I").

1.3 Declaration. Pursuant to Article XIV, and specifically Paragraph 14.1 thereof, Declarant does hereby submit the property described in Section 1.2 hereinabove, including the improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, all of which hereafter may be referred to as the "Property" or the "Covered Property," to the Declaration and said Declarant hereby does further declare that all of such Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are declared to be in furtherance of the plan for the improvement, development and sale of said Property and are established for the purpose of enhancing and perfecting the value and desirability of said Property and every part thereof. No

property other than that brought within the Covered Property by the Declaration and this Second Declaration of Annexation is deemed subject to the Declaration unless and until specifically made subject thereto as provided in the Declaration.

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

ARTICLE II

Tract Declaration

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

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

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

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

(c) Residential Use. The property described herein shall be used only for single-family residential use and no Resident shall conduct any gainful trade or occupation on any

Lot. No structure whatsoever, other than one private, single-family dwelling unit, together with a private garage, a guest house or servant quarters and other facilities reasonably related to residential use (all of which must be approved in advance by the Architectural Committee), shall be placed, erected or permitted on any Lot.

(d) Minimum Sizes. The minimum interior square footage for Dwelling Units on the Lots, excluding garages, porches, patios and detached buildings, shall be 1,460 square feet.

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

(f) Single Story Lots. Notwithstanding any other provisions contained herein or in the Declaration to the contrary, Lots 32, 36, 43, 46, 57, 58, 71, 72, 77 and 80, inclusive, shall be limited to one story structures not to exceed twenty (20) feet in height.

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

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

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

(j) Landscaping in Visibility Triangles; Obstruction of Views. Notwithstanding anything contained herein to the contrary, there are additional limitations on the type and height of landscaping and improvements on Lots 46, 57, 58, 71, 72, 77 and 80, inclusive, of San Marcos Village I, in order to maintain a 30-foot by 30-foot minimum sight visibility line at the corners of the private streets. Additionally, landscaping and improvements in the front yards of Lots 81 through 83, inclusive, shall be limited to three (3) feet in height within fifteen (15) feet of the back of the curb on the private streets to allow visibility from the driveways of each of those Lots.

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

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

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(m) Model Homes. Nothing contained herein or in the Declaration shall prohibit the construction and maintenance of model homes and marketing incidental thereto by persons engaged in the construction or marketing of Dwelling Units within the subject property so long as the models are open only during reasonable hours and otherwise are in compliance with the provisions of the Declaration, this Second Declaration of Annexation and Tract Declaration and ordinances of any applicable governmental entity having jurisdiction over the subject property. All model homes shall cease to be used as such at any time the Owner (or lessee thereof, as the case may be) is not actively engaged in the construction and sale of Dwelling Units within the subject property and no model home shall be used for the sale of residences not located within the subject property.

2.3 Voting Rights. Article VI of the Declaration provides that the Owner of each Lot other than the Declarant contained within San Marcos Village I shall be entitled to one (1) Class A Membership in the Association. Accordingly, shall be a maximum of fifty-two (52) Class A Memberships in the Association attributable to San Marcos Village I.

2.4 Enforcement. Declarant shall have the right, but not the obligation, to enforce the provision of this Second

Declaration of Annexation and Tract Declaration and to take corrective action in the event of a breach hereof to the same extent that the Association may enforce this Second Declaration of Annexation and Tract Declaration or take corrective action with respect to a breach hereof in accordance with the terms incurred by Declarant in enforcing any provision of this Second Declaration of Annexation and Tract Declaration shall be reimbursed to Declarant by the Association and the Association shall be entitled to recover the amount of such costs or expenses from the breaching Owner of the Parcel with respect to which any breach occurred to the same extent, and in the same manner, as if the Association had incurred such costs or expense through actions of the Association.

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

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

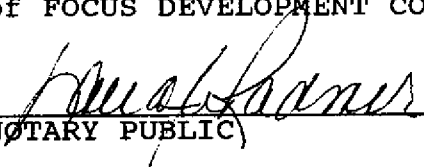
FOCUS DEVELOPMENT CORPORATION,
Unofficial Document Arizona corporation

By: 

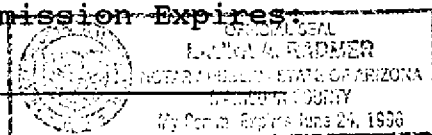
Its: PRESIDENT

STATE OF Arizona,
County of Maricopa ss.

THIS INSTRUMENT WAS ACKNOWLEDGED before me this 17th day of December 1982, by Al C. Cook as President of FOCUS DEVELOPMENT CORPORATION, an Arizona corporation.


NOTARY PUBLIC

My Commission Expires:



LEGAL DESCRIPTION

VILLAGE I (East Colony)

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 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; 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 Northwest^{Unofficial Document}erly 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 Northwesterly 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; 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 second 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 non-tangent beginning of a 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.



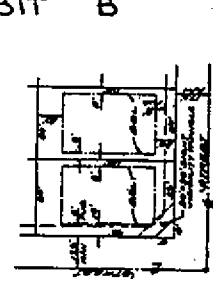
EXHIBIT B

LOCAL JURISDICTION
BY COUNTY MAPS

Part of the S.W. 1/4, Section 37, T. 1 S., R. 1 E., S. 10 W., 10th Principal Meridian, Washington County, Oklahoma, is shown on the plat. The plat shows the location of the plat and the location of the plat in the county. The plat shows the location of the plat and the location of the plat in the county.



SCALE: 1" = 40'



TYPICAL LOT SETBACK



San Marcos Village
1000 16th Street, N.W.
Washington, D.C. 20036
Telephone: 462-2200

1. Indicate a public utility easement.

2. Indicate a public utility easement.

3. Indicate a public utility easement.

4. Indicate a public utility easement.

5. Indicate a public utility easement.

6. Indicate a public utility easement.

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25. Indicate a public utility easement.

26. Indicate a public utility easement.

27. Indicate a public utility easement.

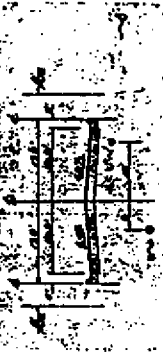
28. Indicate a public utility easement.

29. Indicate a public utility easement.

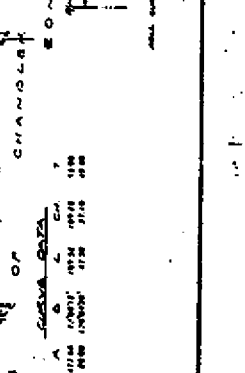
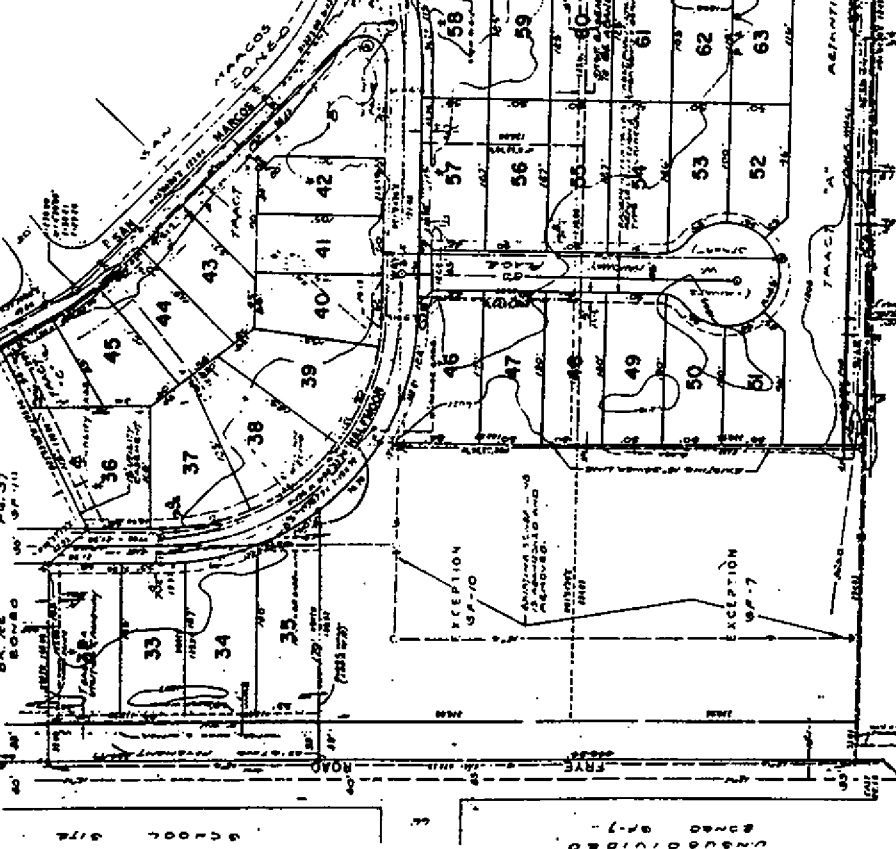
30. Indicate a public utility easement.



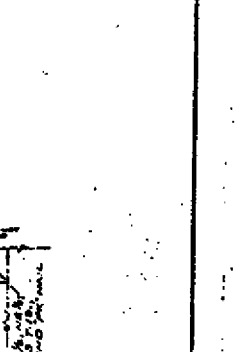
TYPICAL INTERIOR DRIVEWAY



TYPICAL EXTERIOR DRIVEWAY



TYPICAL EXTERIOR DRIVEWAY



TYPICAL EXTERIOR DRIVEWAY

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TOWNSHIP OF CHANDLER

RECEPTION

EXCEPTION