

TRUST-20,722

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

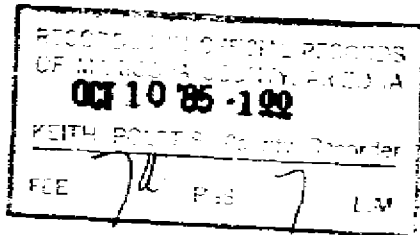
When Recorded, Return to:

Sunrise Limited Partnership
c/o D. Randall Stokes, Esq.
Lewis & Roca
First Interstate Bank Plaza
100 West Washington
Phoenix, Arizona 85003-1899

85 483576

Courtesy of
TICOR TITLE INSURANCE COMPANY
NON-INSURED

MOD RSTR



DECLARATION OF ANNEXATION AND
SUBJECTION of Additional Property
to Declaration of Covenants, Condi-
tions and Restrictions for Warner
Ranch made as of the 10th day of
October, 1985 by SUNRISE LIMITED
PARTNERSHIP, an Illinois limited
partnership doing business in the
State of Arizona as S Limited Part-
nership (hereinafter referred to as
"Developer"), and PIONEER TRUST
COMPANY OF ARIZONA, an Arizona cor-
poration, as Trustee of its Trust
No. 20,722 (hereinafter referred to
as "Trustee").

R E C I T A L S

1. Trustee is the owner of fee title to that certain real property (the "Warner Ranch Estates Property") more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

2. Developer is the Developer under that certain Declaration of Covenants, Conditions and Restrictions for Warner Ranch (the "Master Declaration"), dated January 21, 1985 and

85-483576

recorded on January 24, 1985 at Recorder's No. 85-033713, in the office of the Maricopa County, Arizona Recorder.

3. Trustee and Developer desire to impose upon the Warner Ranch Estates Property the same mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of residential property within the Warner Ranch Estates Property as are contained in and imposed by the Master Declaration upon other residential real property in the vicinity of the Warner Ranch Estates Property, all as contemplated and permitted by the Master Declaration and, in particular, by Article VI of the Master Declaration.

D E C L A R A T I O N :

Unofficial Document

NOW, THEREFORE, Trustee and Developer hereby declare that the Warner Ranch Estates Property, as more particularly described on Exhibit "A" hereto, shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions, terms and provisions contained and set forth in the Master Declaration (as the same may be hereafter amended in accordance with the terms of the Master Declaration) and, as more particularly provided in the Master Declaration, said easements, restrictions, covenants, conditions, terms and provisions, which are for the purposes of protecting the value and desirability of the real property hereby subjected to the Master Declaration, shall run with said real property, shall be binding on all parties having any right, title or interest in the Warner Ranch Estates Property or any part thereof and their heirs, personal

85 483576

representatives, successors and assigns and shall inure to the benefit of each owner thereof.

For purposes of the Master Declaration (and, in particularly, for purposes of Article I, Section 19 and Article VIII thereof), Exhibit "B" hereto sets forth the "Phases" (as that term is defined and used in the Master Declaration) into which the Warner Ranch Estates Property is hereby divided. As provided in the Master Declaration, the numbers or letters (or numbers and letters) assigned to Phases hereby are and shall be for reference only and shall not control the order of development or sale of Lots (as that term is used and defined in the Master Declaration) within any Phase or from Phase to Phase.

Developer and Trustee hereby further declare that, except for landscaping situated within the public right-of-way for Warner Road (the maintenance, repair and replacement of which, as provided in the Master Declaration, are the responsibility of Warner Ranch Association), the Owner of each Lot (as those terms are defined in the Master Declaration) within the Warner Ranch Estates Property shall be responsible, at each such Owner's sole cost and expense, to install, maintain and keep in good condition and repair landscaping on any public rights-of-way over, across or abutting the front or side yards of such Owner's Lot (unless otherwise expressly prohibited by the City of Tempe), with such installation to be completed within the time specified in Article X, Section 20 of the Master Declaration and with such maintenance, repair and replacement to be in accordance with the standards established in Article X, Section 20 of the Master

85 483576

Declaration. Should any such Owner fail to perform the obligations imposed upon such Owner by this paragraph, the Association (as that term is used and defined in the Master Declaration) shall have the same rights with respect thereto as provided by Article X, Section 20 of the Master Declaration.

Developer hereby certifies that, as required by Article VI of the Master Declaration, the Veterans Administration and the Federal Housing Administration have approved the annexation effected hereby, evidence of which approvals is maintained at 4820 South Mill Avenue, Tempe, Arizona 85282.

IN WITNESS WHEREOF, Trustee and Developer have hereby executed this instrument as of the day and year first set forth above.

TRUSTEE:

Unofficial Document

PIONEER TRUST COMPANY OF ARIZONA,
an Arizona corporation, as Trustee
of its Trust No. 20,722, and not
personally

By

Its

DEVELOPER:

SUNRISE LIMITED PARTNERSHIP,
an Illinois limited partnership
doing business in the State of
Arizona as S Limited Partnership

By UDC ADVISORY SERVICES, INC.,
an Illinois corporation,
General Partner

By

Boyd L. Gillilan, Treasurer

85 483576

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 1985, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself.

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

Notary Public

My Commission Expires:

Unofficial Document

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 8th day of October, 1985, before me, the undersigned officer, personally appeared BOYD L. GILLILAN, who acknowledged himself to be the Treasurer of UDC ADVISORY SERVICES, INC., an Illinois corporation which is the General Partner of SUNRISE LIMITED PARTNERSHIP, an Illinois limited partnership doing business in the State of Arizona as S Limited Partnership, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation and partnership by himself.

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

Pat E. Pruzum
Notary Public

My Commission Expires

37655



EXHIBIT "A"

85 483576

VALLEY ENGINEERING & SURVEYING CO.

ENGINEERS • PLANNERS • SURVEYORS

Jesse W. Teacher L.S.

Paul E. Braunstein P.E., L.S.

JOB #114-10
09/03/85

LEGAL DESCRIPTION

That portion of the Northeast 1/4 of Section 22 T1S,R4E, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Beginning at a point on the North line of said Section 22 which point bears S 89° 50' 13" E 722.15 feet from the N 1/4 corner thereof; thence S 89° 50' 13" E along the north line of said Section 22, a distance of 545.00 feet to the Northeast corner of the W 1/2 of the NE 1/4 of said Section 22; thence S 0° 21' 55" E along the East line of said W 1/2 of the NE 1/4, being coincident with the West line of Tally Ho Farms according to the Map on file in Book 107, Page 2, Maricopa County Records, a distance of 2658.35 feet to the East-West midsection line of said Section 22; thence N 89° 56' 41" W along said midsection line, a distance of 795.00 feet to the Easterly line of Warner ^{Unofficial Document} and Warner Ranch Crossing according to the Maps on file in Book 277, Pages 29 and 30 respectively of Maricopa County Records; thence along said Easterly line as follows: thence N 0° 03' 19" E 117.28 feet to a point on a non tangent curve, a radial bearing through said point bears N 28° 34' 48" E to the center of said curve; thence from a local tangent bearing of N 61° 25' 12" W along the arc of a curve to the right having a radius of 60.00 feet, through a central angle of 84° 05' 08", a distance of 88.05 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 60.00 feet, through a central angle of 24° 07' 09", a distance of 25.26 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 2475.00 feet, through a central angle of 3° 17' 40", a distance of 142.31 feet; thence N 49° 47' 02" W 21.26 feet to a point on a non tangent curve, a radial bearing through said point bears N 3° 38' 05" W to the center of said curve; thence from a local tangent bearing of S 86° 21' 55" W along the arc of a curve to the right having a radius of 425.00 feet, through a central angle of 31° 05' 05", a distance of 230.58 feet; thence N 0° 03' 19" E 28.16 feet; thence N 27° 26' 37" E 210.84 feet; thence N 3° 45' 41" E 544.99 feet; thence N 11° 20' 00" E 450.00 feet; thence N 13° 42' 13" W 250.00 feet; thence from a local tangent bearing of N 76° 17' 47" E along the arc of a curve to the left having a radius of 470.00 feet, through a central angle of 76° 08' 01", a distance of 624.53 feet; thence N 0° 09' 47" E 265.00 feet; thence N 44° 50' 13" W 28.28 feet; thence N 0° 09' 47" E 55.00 feet to the point of beginning.

85 483576

EXHIBIT "B"

Phases and Lots within Warner Ranch Estates, according to the Plat recorded in Book 288 of Maps, page 17, Office of Maricopa County, Arizona Recorder.

<u>Phase Number</u>	<u>Lots Included Within The Phase</u>
1	11-30, inclusive
2	31-46, inclusive; <u>and</u> 111-130, inclusive
3	47-60, inclusive; <u>and</u> 83-88, inclusive; <u>and</u> 99-110, inclusive
4	61-67, inclusive; <u>and</u> 80-82, inclusive
5	Unofficial Document 8-79, inclusive; <u>and</u> 89-98, inclusive; <u>and</u> 131-134, inclusive
6	1-10, inclusive