



WHEN RECORDED, RETURN TO:

**Daniel G. Culver and
Charlene R. Culver**

31664 S. Flat Rock Dr.
Oracle, AZ 85623

DATE/TIME: 10/15/2014 1329

FEE: \$12.00

PAGES: 6

FEE NUMBER: 2014-059435



Escrow No.: 4742007546-SE
1 of 2

SPECIAL WARRANTY DEED

For valuable consideration, ROBSON RANCH MOUNTAINS, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell and convey to

Daniel G. Culver and Charlene R. Culver, Husband and Wife,

("Grantee"), the real property located in Pinal County, Arizona, more particularly described as follows (the "Property"):

See Exhibit "A" for the legal description
See attached for Acceptance

SUBJECT TO: (a) current taxes, assessments, reservation in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by an inspection or an accurate ALTA/ACSM survey of the Property; (c) the reservation to Grantor, its successors and assigns of all water, oil, gas and minerals in, on or under the Property or that may be produced from the Property and all mineral rights relating to the Property; and (d) the matters set forth on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by this reference.

See Exhibit "B" for Grantee's acknowledgement regarding Home Builder's Limited Warranty.

See Exhibit "C" for Grantee's acknowledgement regarding the Recreational Amenities Fee.

Escrow No.: 4742007546-SE

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Daniel G. Culver and Charlene R. Culver, each being duly sworn upon oath for himself or herself, and jointly, but not one for the other, deposes and says:

That I am one of the Grantees named in that certain Special Warranty deed which is Dated April 24, 2014 and executed by Robson Ranch Mountains, LLC, as Grantor and Daniel G. Culver and Charlene R. Culver, husband and wife, as Grantee and which instrument concerns the following described property:

See Exhibit A for legal description

THAT the interests of the undersigned are being taken by them as COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common or as Joint Tenants; and

THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP and to acquire any interest in, or any proceeds arising out of said property, not as Tenants in Common and not as Joint Tenants, but as COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP.

Daniel G. Culver
Daniel G. Culver

Charlene R. Culver
Charlene R. Culver

State of Alabama
County of Elmore

The foregoing instrument was acknowledged before me this 7th day of October, 2014 by Daniel G. Culver and Charlene R. Culver.

Kimberly S. Couch
Notary Public

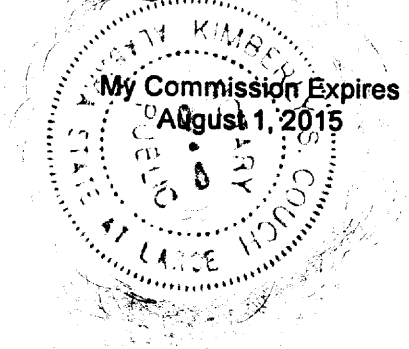


EXHIBIT A

Lot.59, SADDLEBROOKE RANCH UNIT FORTY SIX "A", according to the plat of recorded recorded at Fee No. 2013-38476, records of Pinal County, Arizona.

EXCEPT all oil, gas, other hydrocarbon substances of a gaseous nature, coal, metals minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States or of this State, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of Arizona Revised Statutes 37-231, as set forth in Patent of said land at Fee No. 2002-42221.

EXHIBIT "B"

Grantee acknowledges that, in conjunction with Grantor's conveyance of the Property, Grantor is issuing a "Home Builder's Limited Warranty" to Grantee. The Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, and, to the extent permitted by applicable law, all other express or implied warranties have been, and hereby are, waived by Grantee. The Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date this deed is recorded, and shall remain in effect with respect to the Property for such nine (9) year period. The Home Builder's Limited Warranty described in this paragraph includes a dispute resolution procedure that involves binding arbitration of disputes regarding (a) the Home Builder's Limited Warranty, (b) the design or construction of the residence and (c) the sale of the property, all as more particularly described therein. Properly interested parties may obtain a copy of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to Grantor at the following address:

9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department

Grantee:

Daniel G. Culver
Daniel G. Culver

Charlene R. Culver
Charlene R. Culver

State of Alabama)

County of Elmore)

The foregoing instrument was acknowledged before me on this 7th day of October, 2014 by Daniel G. Culver and Charlene R. Culver for the purposes therein contained.

Judy S. Wood
Notary Public

My Commission Expires:

**My Commission Expires
August 1, 2015**



EXHIBIT "C"

RECREATIONAL AMENITIES FEE ACKNOWLEDGEMENT

1.

In addition to the foregoing, the subject property is being conveyed subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee") of \$25 per month, as increased based on increases in the CPI as set forth below, to the SaddleBrooke Ranch Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association"), until the date that is 40 years from the date this deed is recorded.

2.

The Amenities Fee shall be adjusted upward as of January 1 of each year (the "Adjustment Date"), commencing January 1, 2009, to reflect changes in the Consumer Price Index for All Urban Consumers --U.S. Cities Average--All Items (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100) for October, 2007 (the "Base Index") and for October of the year immediately prior to the adjustment. Notwithstanding the foregoing, in no event shall the Amenities Fee be decreased on any Adjustment Date. If at any time the CPI is no longer published or its manner of calculation is materially changed, Robson Ranch Mountains, LLC, a Delaware limited liability company ("RRM"), may substitute such substitute index, reconciled to October, 2007, as reasonably reflects changes in the purchasing power of the dollar.

3.

If at any time (a) the Association is dissolved, or (b) the Association's obligation to pay RRM a monthly fee in consideration for the conveyance of certain recreational amenities terminates for any reason, the Amenities Fee referenced above shall be paid directly to RRM (or to such other entity as RRM may designate from time to time), by the property owner.

ACCEPTED AND APPROVED BY:

Daniel G. Culver
Daniel G. Culver

Charlene R. Culver
Charlene R. Culver

State of Alabama }
County of Elmore }

Acknowledged before me on this 7th day of October, 2014, by Daniel G. Culver and Charlene R. Culver.

Kim S. Burt
Notary Public

My Commission Expires
August 1, 2015

AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)
Primary Parcel: 305 - 14 - 5380 -
BOOK MAP PARCEL SPLIT
Does this sale include any parcels that are being split / divided?
Check one: Yes No
How many parcels, other than the Primary Parcel, are included in this sale?
Please list the additional parcels below (attach list if necessary):
(1) _____
(2) _____
(3) _____
(4) _____

10. SALE PRICE: \$ 456,989.00

2. SELLER'S NAME AND ADDRESS:
ROBSON RANCH MOUNTAINS
9532 E. Riggs Road
Sun Lakes AZ 85248

11. DATE OF SALE (Numeric Digits): 03 / 14
Month / Year

3. (a) BUYER'S NAME AND ADDRESS:
DANIEL G. CULVER, CHARLENE R. CULVER
100 East St.
Eclectic AL 36024-3019

12. DOWN PAYMENT \$ 286989.00

(b) Are the Buyer and Seller related? Yes No
If Yes, state relationship:

13. METHOD OF FINANCING:
a. Cash (100% of Sale Price) e. New loan(s) from financial Institution:
b. Barter or trade (1) Conventional
c. Assumption of existing loan(s) (2) VA
d. Seller Loan (Carryback) (3) FHA
f. Other financing; Specify:

4. ADDRESS OF PROPERTY:
31664 S Flat Rock Dr., Oracle, Arizona 85623

14. PERSONAL PROPERTY (see reverse side for definition):
(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes No
(b) If Yes, provide the dollar amount of the Personal Property: \$ _____ AND
briefly describe the Personal Property:

5. MAIL TAX BILL TO:
DANIEL G. CULVER, CHARLENE R. CULVER
31664 S. FLAT ROCK DR.
ORACLE, AZ 85623

15. PARTIAL INTEREST: -If only a partial ownership interest is being sold,
briefly describe the partial interest:

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
a. Vacant Land f. Commercial or Industrial Use
b. Single Family Residence g. Agricultural
c. Condo or Townhouse h. Mobile or Manufactured Home
d. 2-4 Plex i. Other Use; Specify:
e. Apartment Building

16. SOLAR / ENERGY EFFICIENT COMPONENTS:
(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes No
If Yes, briefly describe the solar / energy efficient components:

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:
 To be used as a primary residence. Owner occupied, not a primary residence.
 To be rented to someone other than a "family member."

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):
BUYER AND SELLER AS SHOWN ABOVE

8. If you checked e or f in Item 6 above, indicate the number of units:
For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

18. LEGAL/DESCRIPTION (attach copy if necessary):
SEE ATTACHED

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
a. Warranty Deed d. Contract or Agreement
b. Special Warranty Deed e. Quit Claim Deed
c. Joint Tenancy Deed f. Other:

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY

Signature of Seller / Agent

Signature of Buyer / Agent

State of AZ, County of Pima

State of Alabama, County of Etowah

Subscribed and sworn to before me on this 9 day of Oct 2014

Subscribed and sworn to before me on this 14 day of Oct 2014

Notary Public Cynthia M. Baca

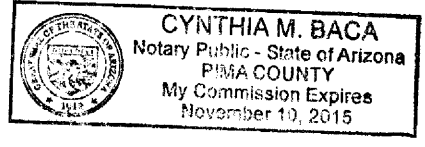
Notary Public Amy D. ...

Notary Expiration Date 11/10/2015

Notary Expiration Date

DOR FORM 82162 (08/2012)

My Commission Expires August 1, 2015



ORDER NO. : 4742007546-SE

EXHIBIT A

Lot 59, SADDLEBROOKE RANCH UNIT FORTY SIX "A", according to the plat of recorded recorded at Fee No. 2013-38476, records of Pinal County, Arizona.

EXCEPT all oil, gas, other hydrocarbon substances of a gaseous nature, coal, metals minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States or of this State, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of Arizona Revised Statutes 37-231, as set forth in Patent of said land at Fee No. 2002-42221.