



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

Electronically Recorded

DATE/TIME: Dec 18, 2018 2:13 PM

FEE: \$ 17.00

PAGES: 8

FEE NUMBER: 2018-093418



RECORDING REQUESTED BY
OLD REPUBLIC TITLE AGENCY

ORDER #: 4729011850

WHEN RECORDED MAIL TO

W. Chris Sanders and Pamela Sanders
2042 Cortabella
Las Cruces, NM 88005

10F2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For valuable consideration, the receipt of which is hereby acknowledged, SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited-liability company ("Grantor"), does hereby grant, sell and convey to W. Chris Sanders and Pamela Sanders, husband and wife, (whether one or more "Grantee"), the real property located in Pinal County, Arizona, more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: (a) current taxes, assessments, reservations 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 covenants, conditions and restrictions regarding arbitration of all disputes and regarding Home Builder's Limited Warranty. See Exhibit "C" for covenants, conditions and restrictions obligating payment of the Recreational Amenities Fee. Exhibits "B" and "C" shall be binding upon Grantor and Grantee and their respective successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and shall run with the title to the Property.

Grantor warrants title as against its own acts and none other, subject to the matters set forth above.

Dated: December 05, 2018

[see following page for signature and acknowledgment]

GRANTOR:


SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited liability company

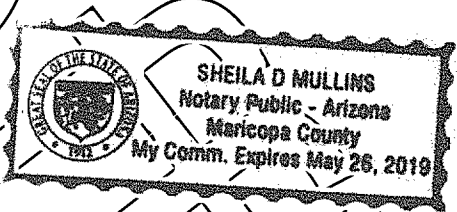
By: Arlington Property Management Company, an Arizona corporation, its Manager

By: 
Paula Robinson
Assistant Secretary/Treasurer

STATE OF ARIZONA)
County of Maricopa)

The foregoing instrument was acknowledged before me this 5 day of December, 2018, by Paula Robinson, as Assistant Secretary and Treasurer of Arlington Property Management Company, an Arizona corporation, on behalf of the corporation, as Manager of Sun Lakes – Casa Grande Development, LLC, a Delaware limited liability company, on behalf of the company.


Notary Public



ORDER NO. : 4729011850

EXHIBIT A

Lot 94, ROBSON RANCH – CASA GRANDE UNIT SEVEN, according to Cabinet E, Slide 167,
Affidavit of Correction recorded at Fee No. 2006-122276, records of Pinal County, Arizona.

EXCEPT all water, oil, gas, minerals and rights thereto.

EXHIBIT "B"

COVENANTS AND ACKNOWLEDGMENTS REGARDING ARBITRATION AND REGARDING
HOME BUILDER'S LIMITED WARRANTY

Grantee understands, acknowledges and agrees that in conjunction with Grantor's conveyance of the Property, Grantor and Grantee have agreed that for their mutual benefit all disputes arising out of or related to the Property, including but not limited to the design and construction of the residence thereon, shall be subject to binding arbitration, as set forth in the arbitration provision in the Purchase Agreement (and Deposit Receipt) that gave rise to this Special Warranty Deed, and that resolution of any such disputes shall be subject to all of the terms, conditions and limitations specified in the arbitration provision in the Purchase Agreement (and Deposit Receipt), including but not limited to those with respect to remedies, costs and attorneys' fees. The arbitration provision in the Purchase Agreement (and Deposit Receipt) is intended to run with land and to inure to the benefit of and to be binding on all respective successors and assigns of Grantor and Grantee, including but not limited to Grantee's successors in interest with respect to the Property, for a period of eleven (11) years following the date this deed is recorded.

Grantee also understands, acknowledges and agrees that (a) in conjunction with Grantor's conveyance of the Property, Grantor is issuing a "Home Builder's Limited Warranty" to Grantee, (b) the Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, other than the title warranty contained in this deed, (c) to the fullest extent permitted by applicable law, all other express and all implied warranties have been, and hereby are, waived by Grantee, and (d) the Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date of substantial completion of the construction (**not** 9 years from the date of the recordation of this deed), and shall remain in effect with respect to the Property for such nine (9) year period.

Properly interested parties may obtain a copy of the arbitration provision in the Purchase Agreement (and Deposit Receipt) and/or 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.

[see following page for signature and acknowledgment]

GRANTEE:

[Handwritten signature]

W. Chris Sanders

[Handwritten signature]

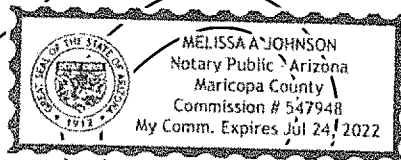
Pamela Sanders

State of Arizona
County of Pinal

The foregoing instrument was acknowledged before me this 18th day of December, 2018
by W. Chris Sanders and Pamela Sanders.

[Handwritten signature]

Notary Public



[Large, faint, diagonal watermark text, possibly reading 'Pinal County']

EXHIBIT "C"

OBLIGATION TO PAY RECREATIONAL AMENITIES FEE

Grantee understands, acknowledges and agrees as follows, as covenants, conditions and restrictions binding upon Grantee and its successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and running with the title to the Property, all for the benefit of Sun Lakes-Casa Grande Development, LLC ("SLCG") and its successors and assigns:

1. The Property is being conveyed and accepted subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee"), the original amount of which as established under the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community recorded on May 5, 2005 was \$25 per month, as increased based on increases in the CPI as set forth below, to the Robson Ranch - CG 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, 2007, 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) from October, 2005 to 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, SLCG may substitute such substitute index, reconciled to October, 2005, as reasonably reflects changes in the purchasing power of the dollar.

3. If at any time (a) the Association is dissolved, or (b) the termination for any reason of the Association's obligation to pay SLCG a monthly fee pursuant to the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community in consideration for the conveyance of certain recreational amenities, the Amenities Fee referenced above shall be paid directly to SLCG or its successor or assign by the property owner.

GRANTEE:

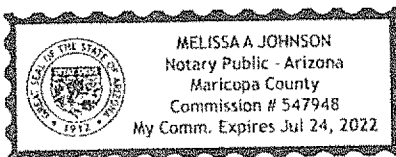
W. Chris Sanders
W. Chris Sanders

Pamela Sanders
Pamela Sanders

State of Arizona
County of Pinal

The foregoing instrument was acknowledged before me this 18th day of December, 2018
by W. Chris Sanders and Pamela Sanders.

Melissa A. Johnson
Notary Public



Escrow No.: 4729011850

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

W. Chris Sanders and Pamela Sanders, 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 deed which is Dated December 05, 2018 and executed by Sun Lakes - Casa Grande Development, LLC, a Delaware limited liability company, as Grantor and W. Chris Sanders and Pamela Sanders, husband and wife, as Grantee and which instrument concerns the following described property:

See "Exhibit A" attached hereto and made a part hereof.

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.

W. Chris Sanders
W. Chris Sanders

Pamela Sanders
Pamela Sanders

State of Arizona
County of Pinal

The foregoing instrument was acknowledged before me this 18th day of December, 2018 by Chris Sanders and Pamela Sanders. *MSJ*

Melissa A. Johnson
Notary Public

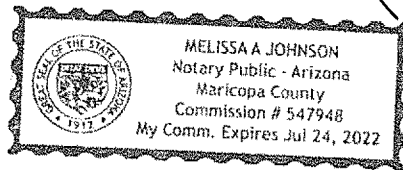


EXHIBIT A

Lot 94, ROBSON RANCH – CASA GRANDE UNIT SEVEN, according to Cabinet E, Slide 167,
Affidavit of Correction recorded at Fee No. 2006-122276, records of Pinal County, Arizona.

EXCEPT all water, oil, gas, minerals and rights thereto.

AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

PINAL COUNTY

DATE/TIME: 12/18/2018 2:13 PM

FEE NUMBER: 2018-093418_AOPV

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 402 - 30 - 0940 -
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? 0

Please list the additional parcels below (attach list if necessary):

(1) _____ (2) _____
(3) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

SUN LAKES - CASA GRANDE DEVELOPMENT, LLC
9532 E. Riggs Road
Sun Lakes AZ 85248

3. (a) BUYER'S NAME AND ADDRESS:

W. CHRIS SANDERS, PAMELA SANDERS
2042 Cortabella
Las Cruces NM 88005

(b) Are the Buyer and Seller related? Yes No

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

5316 W. Posse Dr., Eloy, Arizona 85131

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

W. CHRIS SANDERS, PAMELA SANDERS
5316 W. Posse Dr.
Eloy, AZ 85131

(b) Next tax payment due 10/01/2019

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- a. Vacant Land
- b. Single Family Residence
- c. Condo or Townhouse
- d. 2-4 Plex
- e. Apartment Building
- f. Commercial or Industrial Use
- g. Agricultural
- h. Mobile or Manufactured Home
 Affixed Not Affixed
- i. Other Use; Specify: _____

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in item 6 above, please check one of the following:

- a. To be used as a primary residence.
- b. To be rented to someone other than a "qualified family member."
- c. To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" or "family member."

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.

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 _____

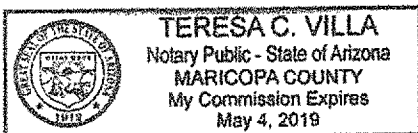
State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 18 day of Dec 2018

Notary Public Teresa C. Villa

Notary Expiration Date May 4, 2019

DOR FORM 82162 (4/2014)



9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a. Warranty Deed
- b. Special Warranty Deed
- c. Joint Tenancy Deed
- d. Contract or Agreement
- e. Quit Claim Deed
- f. Other: _____

10. SALE PRICE: \$ 350,719.00

11. DATE OF SALE (Numeric Digits): 06 / 18
Month / Year

12. DOWN PAYMENT \$ 70,169.00

13. METHOD OF FINANCING:

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

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: _____

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

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: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

BUYER AND SELLER AS SHOWN ABOVE

Phone: _____

18. LEGAL DESCRIPTION (attach copy if necessary):

EXHIBIT "A" ATTACHED HERETO

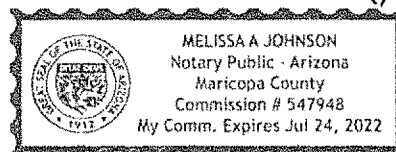
Signature of Buyer / Agent _____

State of AZ, County of Pinal

Subscribed and sworn to before me on this 18 day of Dec 2018

Notary Public Melissa A. Johnson

Notary Expiration Date 7-24-2022



ORDER NO. : 4729011850

EXHIBIT A

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