

When recorded please return to:  
Nanini Northwest  
2120 W. Ina Road #200  
Tucson, AZ 85741

**STATEMENT OF DE-ANNEXATION FROM RECORDED  
SUBDIVISION**

**TUCSON MOUNTAIN SANCTUARY**

**THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH THE  
EXHIBIT "A", AND FOR NO OTHER REASON**

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F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: RJL  
DEPUTY RECORDER  
9544 PE-2

TTISE  
TITLE SECURITY  
PICK UP



DOCKET: 13464  
PAGE: 2246  
NO. OF PAGES: 4  
SEQUENCE: 20082520397  
12/30/2008  
STATEM 18:00  
PICKUP  
AMOUNT PAID \$ 9.00

**STATEMENT OF DE-ANNEXATION  
FROM RECORDED SUBDIVISION  
Tucson Mountain Sanctuary**

Releasor is the TUCSON MOUNTAIN SANCTUARY HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation, successor to Title Guaranty Agency of Arizona, Inc., an Arizona Corporation, as Trustee under Trust No. 1325, Declarant under the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tucson Mountain Sanctuary recorded in Docket 11625 at page 4857 in the office of the Recorder of Pima County, Arizona, which are hereinafter referred to as the Declaration.

Releasee is Kinney Village I, L.L.C., an Arizona limited liability company, and Kinney Village II, L.L.C., an Arizona limited liability company, a builder-owner who has acquired Lots within Tucson Mountain Sanctuary prior to construction of improvements thereon.

This instrument concerns real property described as follows, and which is hereafter referred to as the Released Property:

See attachment - EXHIBIT A

which land is within the area encompassed by and subject to the above-described Declaration for Tucson Mountain Sanctuary.

**RECITALS:**

1. The Declaration for Tucson Mountain Sanctuary, in Section 10.07(d), provides as follows:

D. If the Declarant consents, the Declarant or the Builder Owner of a contiguous cluster of Lots separated from other clusters of Lots on the Properties by natural open space (as shown on the Plat) or by Kinney Road may withdraw said cluster of Lots from the Association upon formation of a new association in order to maintain common areas and architectural control for the withdrawing cluster of Lots. Withdrawal shall be effective upon recordation with the Office of the County Recorder, Pima County, Arizona, of a Statement of Deannexation executed by the Declarant and the Owner of the cluster of

17440 2009

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Lots and of a new Declaration of Covenants, Conditions and Restrictions establishing the new association for such cluster of Lots.

2. Releasee Kinney Village I, LLC and Kinney Village II, LLC purchased from the original Declarant a contiguous cluster of lots separated from other clusters of lots within Tucson Mountain Sanctuary by natural open space or by roadway.

3. The Released Property was originally planned for commercial use, and Declarant did not intend it to be subject to the residential controls of the Declaration.

4. Releasee has filed and recorded its own Declaration of Covenants, Conditions and Restrictions for the Released Property, which is described above, and has formed an Association known as Kinney Village Homeowners Association, Inc., an Arizona non-profit corporation, in order to maintain common areas and architectural control for the lots within its scope. There is no benefit to the Released Property to be subject to two sets of residential covenants, nor is there benefit to Releasor and its members to maintain responsibility for common areas and other controls within the Released Property.

5. Releasor, as successor to Declarant, consents to withdrawal of the Released Property from the Declaration and from the Association, having no reasonable basis to object thereto.

It is therefore decreed that the Released Property described above be withdrawn and de-annexed from Tucson Mountain Sanctuary and is hereby released from the Declaration of Covenants, Conditions and Restrictions of said Tucson Mountain Sanctuary.

DATED: Dec 2, 2008.

TUCSON MOUNTAIN SANCTUARY  
HOMEOWNERS ASSOCIATION, INC.

By: [Signature] Pres. TMS HOA

JANNE [Signature]

STATE OF ARIZONA )

:SS.

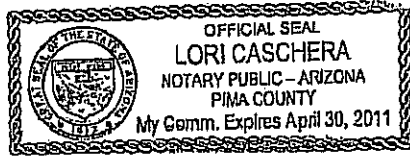
COUNTY OF PIMA)

The above instrument was acknowledged before me this 2ND day of

Dec, 2008, by KENNETH MARSHAL WHITE  
On behalf of Tucson Mountain Sanctuary Homeowners Association, Inc. and not personally.

Lori Caschera Notary Public

Notary Seal



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EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 112 inclusive, of KINNEY VILLAGE, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 59 of Maps and Plats at page 93 thereof.

**TITLE SECURITY AGENCY OF ARIZONA  
ACCOMMODATION RECORDING INSTRUCTIONS**

To: Title Security Agency of Arizona

Date: 12/23/2008

The following documents, along with the applicable recording fee, are handed to you for recording in the office of the PIMA County Recorder, as a courtesy only.

The undersigned understands and acknowledges that Title Security Agency of AZ (the "Company") is acting in the capacity of messenger only, without consideration, and relieves the Company of any liability or responsibility regarding the validity, sufficiency and effect of said documents or the condition of title to the property described therein.

The undersigned further acknowledges that these Courtesy Recording Instructions will be attached to and recorded with each of the following documents:

<u>Document:</u>	<u>First Party:</u>	<u>Second Party:</u>	<u>Recording Fees:</u>
Statement of Annexation	Tucson Mountain Sanctuary Homeowner's Association	Kinney Village I LLC Kinney Village II LLC	\$10.00
<b>Total:</b>			<b>\$10.00</b>

The undersigned hereby acknowledges that title insurance may be obtained by purchasing an owner's or lender's policy of title insurance, as may be appropriate, at the Company's regular rates for its policies or guarantees.

The undersigned states that the real property affected by the document(s) is not involved in an open escrow, title insurance or other transaction pending with any office of Title Security Agency of Arizona.

It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by Title Security Agency of Arizona to any party as this service is performed as a courtesy only.

Date: 12/22/08

Signed: [Signature]

Signed: \_\_\_\_\_

ISSUED BY: [Signature]