

F. ANN RODRIGUEZ, RECORDER  
RECEIPT OF RECORDING

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: JAS  
DEPUTY RECORDER  
8542 AS1

REZMS  
EZ MESSENGER ATTORNEY SERVICE  
EZ-DUNCAN



DOCKET: 12560  
PAGE: 1527  
NO. OF PAGES: 15  
SEQUENCE: 20051010496  
05/25/2005  
ARSTRT 14:08

PICKUP

AMOUNT PAID \$ 31.00

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T RESTRICTION

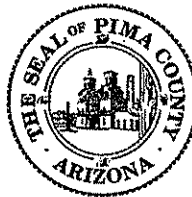
CONVERSION FEE \$ 4.00  
15 PAGES 15.00  
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AMENDED RESTRICTION

TOTAL \$ 31.00  
CHECK \$ 37.00  
AMOUNT DUE \$ 0.00  
AMOUNT OVER \$ 6.00

Pima County Recorder, P.O. Box 3145, Tucson, AZ 85702-3145, (520) 740-4350

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When recorded please return to:  
TANIS A. DUNCAN, ESQ.  
548 East Speedway  
Tucson, Arizona, 85705

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR DORADO COUNTRY CLUB ESTATES

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

ARIZONA RECORDS

When Recorded Return to:  
Law Office of Tanis A. Duncan  
548 E. Speedway  
Tucson, AZ 85705

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR DORADO COUNTRY CLUB ESTATES

A Declaration of Covenants, Conditions and Restrictions [Declaration] was recorded in the office of the County Recorder of Pima County, Tucson, Arizona, in Docket 3829 at Page 122 and pertains to the following described real property:

VILLAGE A (Blocks 1, 3 and 16 of Dorado Country Club Estates No. 1), a subdivision of part of the East Half of the Southwest Quarter of Section 6, Township 14 South, Range 15 East, G & S.R.B. & M., Pima County, Arizona, according to the Plat recorded in the office of the County Recorder of Pima County in Book 20 of Maps and Plats at Page 96.

Pursuant to the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in August, 1971 in Docket 4065 at Page 767 the following real property was annexed into the Property and made subject to the provisions of the Declaration:

Blocks 3 through 7, inclusive, 17-2, 18, 18-1, 19 and 40 of Dorado Country Club Estates No. 2, a subdivision of part of the South Half of Section 6, Township 14 South, Range 15 East, G & S.R.B. & M., Pima County Arizona, according to the plat recorded in the office of the Pima County Recorder in Book 21 of Maps and Plats at page 100

Pursuant to the Second Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Docket 4084 at Page 415, Blocks 1, 3 and 16 were divided into Units 1 through 64 and Block 16 was divided into units 1 through 12 rather than 28 through 39.

The real property subject to this Declaration has been re-subdivided as shown on the Attached Exhibit "A".

Paragraph 20 of the Declaration provides that the Declaration may be amended by the written consent of 55% of the owners of the property subject to this Declaration. Pursuant to that Paragraph, it is the desire of the undersigned, constituting the owners of at least 55% of the property to amend and restate the Declaration.

NOW THEREFORE, pursuant to Paragraph 20 of the Declaration and upon the

written consent of the owners of 55% of the property, all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

The intent of this Restated Declaration is to clarify the relationship between this Association, the various Neighborhood Associations having jurisdiction over the Lots and the Owners of those Lots. The purpose of this Restated Declaration is to provide for a well maintained neighborhood for all of the Owners of Lots within Dorado Country Club Estates.

The Declaration of Covenants, Conditions and Restrictions recorded in the Office of the County Recorder of Pima County, Arizona in Docket 3829 at 122, and as amended in Docket 4065 at Page 767, Docket 4155 at Page 366, et. seq. and Docket 4669 at Page 697 is superseded by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Dorado Country Club Estates.

#### Article I Definitions

- Section 1.1 "Act" refers to the Arizona Planned Communities Act, A.R.S. §33-1801, et. seq.
- Section 1.2 "Annual Assessments" are those assessments levied by the Board and used to maintain and improve the Master Common Areas and for all other purposes set forth in the Governing Documents and all applicable laws (commonly referred to by the Master Association as "dues").
- Section 1.3 "Articles" refer to the Articles of Incorporation of the Association, as amended from time to time which were filed in the Office of the Arizona Corporation Commission.
- Section 1.4 "Board" means the Board of Directors of the Association, as elected from time to time according to the procedures set forth in the Bylaws.
- Section 1.5 "By-Laws" mean the document which sets forth the operating procedures of the Association, as amended from time to time.
- Section 1.6 "Declaration" means this instrument, as amended from time to time.
- Section 1.7 "Governing Documents" refers to this Declaration, as amended from time to time any Rules and Regulations adopted by the Board and the Bylaws and the Articles of Incorporation for the Association.

- Section 1.8 "Lot" means any numbered parcel of real property shown on the plat.
- Section 1.9 "Master Association" refers to the **DORADO COUNTRY CLUB ESTATES IMPROVEMENT ASSOCIATION #1**, an Arizona non-profit corporation, its successors and assigns. The Master Association is subject to the provisions of the Arizona Nonprofit Corporation Act.
- Section 1.10 "Master Common Area(s)" means all real property designated as Common Areas on the Plat whether improved or unimproved and which are owned by the Master Association for the common use and enjoyment of the Owners. Master Common Area also includes any real or personal property which is owned by or leased to the Association.
- Section 1.11 "Member" means every person and/or entity holding membership in the Master Association.
- Section 1.12 "Mortgage" means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered and the term "first mortgagee" means the holder of any mortgage under which the interest of any Owner of a Lot is encumbered and which mortgage has first and paramount priority, subject only to the lien of general or ad valorem taxes and assessments.
- Section 1.13 "Neighborhood Association" refers to a separately formed corporation which has the responsibility of maintaining certain Common Areas located within a particular subdivision under its jurisdiction, enforcing certain covenants and restrictions which are set forth in a separately recorded declaration of restrictions, collecting assessments from the Owners of Lots within the jurisdiction of that Neighborhood Association and doing all things necessary in furtherance of the purposes for which that Neighborhood Association was incorporated. The following represent the Neighborhood Associations operating within Dorado Country Club Estates, as reflected in the records of the Arizona Corporation Commission:

The Estates at Dorado Association  
Dorado 4 Association  
Dorado Country Club Estates Association for Blocks 8, 11, 32  
Dorado Country Club Estates Association for Block 9 and 10  
Dorado 14 Association  
Dorado 17 Association  
Dorado Country Club Estates Association for Block 50  
Dorado Country Club Estates Association for Block 70  
Dorado Country Club Estates Number 2, Block 3  
Dorado Country Club Estates Number Two

Village A, Dorado Country Club Estates Number 1, Blocks 1 and 16 Association  
Townhomes at El Dorado Homeowners Association

- Section 1.14 "Owner" means: (1) the record Owner, whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if merged) of any Lot, or (2) the purchaser of a Lot under a recorded executory contract for the sale of real property. An Owner does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, or a lessee or tenant of an Owner as defined above, or a purchaser or vendee under an Agreement for Sale which has been recorded in the office of the County Recorder of Pima County, Arizona.
- Section 1.15 "Person" means a natural individual or any other entity with the legal right to hold title to real property.
- Section 1.16 "Plat" means the subdivision plats covering the Property which have been filed in the Office of the Pima County Recorder and which are shown on the attached Exhibit "A".
- Section 1.17 "Property" or "subdivision" means all that real property identified in the Plat and as referred to herein as Dorado Country Club Estates.
- Section 1.18 "Rules" means the policies and procedures adopted by the Board which govern the conduct and actions of owners, tenants, visitors, and guests in the Master Common Areas and which are not otherwise covered in the Governing Documents. Such Rules and Regulations, when adopted by the Board, have the same force and effect as the Covenants and Restrictions set forth in this Declaration.

Article II  
RESTRICTIONS

Section 2.1 Applicability of Use Restrictions to the Lots. As all construction of homes on the Lots subject to this Declaration has been completed and all the Lots are under the jurisdiction of a Neighborhood Association, the Master Association delegates to and holds the Neighborhood Association responsible for enforcing the use restrictions set forth below, as well as those set forth in any separately recorded Declaration pertaining solely to the lots within each Neighborhood Association.

**2.1.1. Single Family Use.** All Lots are restricted for use as private, single family residences, including uses related to the convenience and enjoyment of such residential use.

**2.1.2. Business Activities.** No trade or business may be conducted in or

from any Lot; provided, however, that an Owner residing in any Lot may conduct business activities so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve any person conducting such business who does not reside on the Properties or door-to-door solicitation of residents of the Properties; (d) the business activity does not constitute a nuisance.

**2.1.3. Household Pets.** An Owner may keep a reasonable number of dogs, cats, fish, or other domestic animals which are bona fide household pets, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Property.

**2.1.4. Signs and Advertising.** No signs are permitted on any Lot except:

2.1.4.1. One "for sale" or "for lease" sign in compliance with all applicable sign ordinances;

2.1.4.2. Signs required for judicial proceedings.

**2.1.5. Trailers and Recreational Vehicles.** No trailer, recreational vehicle, motor home or boat are permitted to remain on any Lot for more than 72 hours in any two-week period unless parked inside of a garage.

**2.1.6. Nuisances.** No nuisance is permitted on the Property, nor are actions permitted which may annoy any resident or which interferes with the peaceful enjoyment or possession and proper use of any Lot by the Owners or other occupants.

**2.1.7. Rubbish.** Each Lot must be kept in a clean and sanitary condition, and no rubbish, refuse, litter, junk, or garbage will be allowed to accumulate on any Lot. Garbage cans, woodpiles, clotheslines and any areas used for the storage of any equipment must be screened by adequate planting or fencing so that they are concealed from adjacent Lots and streets. No unlawful use of a Lot is permitted.

**Section 2.2 Autonomy of the Master Association.** The Master Association is an independent entity and distinguishable from the Neighborhood Associations. As such, it is the intent of this Declaration that each Neighborhood Association have its own standards for that particular community, subject only to ensuring that the entire Dorado Country Club Estates be maintained as a first-class residential development so that all Owners can reap the benefits of residing within Dorado Country Club Estates and maintain the value of their Lots.

Section 2.3 Landscaping. To ensure that the property values of the Lots are preserved, the landscaping installed on each Lot in the front, back and/or side yards which is visible from any other Lot or the Master Common Areas must complement the landscaping in the common areas of that subdivision. All landscaping must be maintained according to the standards developed by the Neighborhood Association within which such Lot is located.

Article III  
Master Association

Section 3.1 Organization.

3.1.1. Master Association. The Master Association is an Arizona non-profit corporation and has all the duties and powers prescribed by law and as set forth in the Governing Documents.

3.1.2. Board of Directors and Officers. The affairs of the Master Association are conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws. The composition of the Board is set forth in the By-Laws.

Section 3.2 Membership.

3.2.1. Qualifications. Ownership of a Lot in Dorado Country Club Estates must be evidenced by a deed to the Lot. Each Owner of Lot becomes a member of the Master Association when the deed to the Lot is recorded.

3.2.2. Transfer of Membership. Membership in the Master Association is appurtenant to ownership of the Lot and cannot be transferred, except upon the transfer of ownership of a Lot, and then only to the transferee. Any attempt to transfer membership in the Master Association without transferring the interest in the Lot is void. Any transfer of ownership of a Lot automatically transfers membership in the Master Association to the new Owner.

Section 3.3 Voting Rights. Each Owner is entitled to one vote for each Lot owned. When title to a Lot is vested in more than one person all Owners are members of the Master Association and the vote for each Lot must be exercised as the Owners agree; provided, however, that no more than one vote is cast for each Lot.

Section 3.4 Powers of the Master Association.

3.4.1. The Master Association is the owner of certain Master Common Areas, including open spaces, entry-way monuments and private streets.



The Master Association is responsible for the maintenance and repair of any improvements in the Master Common Areas which it owns, including private streets.

3.4.2. The Master Association acts for the general benefit and welfare of the Owners. It will:

- 3.4.2.1. Manage the Master Common Areas, including the payment of any property taxes assessed against the Master Common Areas.
- 3.4.2.2. Impose and collect Annual Assessments ("Dues").
- 3.4.2.3. Install, replace, repair and maintain all landscaping and lighting in the entryway and any other improvements in the Master Common Areas.
- 3.4.2.4. Pay all utilities and insurance in connection with the Master Common Areas and private streets, as well as all administrative expenses incurred by the Master Association.
- 3.4.2.5. Perform any other duties as set forth in the Articles or Bylaws which are not inconsistent with the provisions of this Declaration.

Section 3.5 Maintenance of the Lot. If any Owner does not maintain the Lot and the Improvements on the Lot in a manner satisfactory to the Master Association, the Board has the right to request that the Neighborhood Association provide written notice of the defects to the Owner and if the Owner fails to cure the defects on the Lot within the time specified in the notice, the Neighborhood Association has the right to enter on the Lot and make any reasonable repairs, maintenance, rehabilitation or restoration of the Lot and the exterior of any Improvements on the Lot which are necessary. The Neighborhood Association can charge the Owner for the costs of such work and collect those costs in the same manner as Assessments.

#### Article IV ASSESSMENTS

Section 4.1 Assessments. From the assessments collected from its members, each Neighborhood Association is required to pay Annual Assessments to the Master Association based upon the number of Lots within that subdivision.

Section 4.2 Annual Assessment.

4.2.1. Annual Assessment. The Board is vested with full authority to determine the amount of the Annual Assessments. Based upon the annual operating budget of the Master Association and the number of Lots within the jurisdiction of the Neighborhood Association's, the Board will determine the amount to be paid by the Neighborhood Association to the Master Association. The Annual Assessment period runs from January 1 through December 31 of each year.

4.2.2. Purpose of Annual Assessments. The Annual Assessments levied by the Master Association will be used to pay all expenses required to be paid by the Master Association in fulfilling its obligations under the Governing Documents.

4.2.3. Notification to Owners of Annual Assessments. The Board will provide notice to the Neighborhood Associations of any change in the amount of the Annual Assessment at least 30 days before the beginning of each fiscal year. The Board may allow the Neighborhood Associations to pay the Annual Assessment in installments. If the Board does not provide notice to the Members of an increase in the Annual Assessment before the expiration of any fiscal year, then the amount of the Annual Assessment for the next fiscal year will remain the same until a new Annual Assessment is determined by the Board. Such new Annual Assessment becomes effective thirty days after Notice of the increase is provided to the Owners.

Section 4.3 Uniform Rate of Assessment. All Assessments must be set at a uniform rate for all Lots and the amount due from each Neighborhood Association will be based upon the number of Lots within the jurisdiction of the Neighborhood Association times the rate of assessment for each Lot therein.

Section 4.4 Neighborhood Associations' Obligation to Pay Annual Assessments. Each Neighborhood Association owes Assessments to the Master Association irrespective of whether the Neighborhood Association collects all of the assessments due from its members.

Section 4.5 Effect of Nonpayment of Assessments; Remedies of the Master Association. If the payments required to be made under this Declaration are not timely made, the Master Association has all rights and remedies provided by law. Any attorney fees incurred by the Master Association in collecting any delinquent sums, including costs of suit, litigation expenses and court costs will be added to and become part of any delinquent Assessments.

Article V  
ARCHITECTURAL CONTROL

Section 5.1 Neighborhood Association's Right of Architectural Control. Each Neighborhood Association has the right and authority to approve or disapprove any and all changes, additions to, modifications and improvements to any Lot within the subdivision over which such Neighborhood Association has control. This includes painting any improvements a color other than what was previously approved by either the developer or the Neighborhood Association and further includes, but is not limited to any building, fence, wall or other structure on the Lot.

Section 5.2 Master Association's Remedies for Failure to Maintain. In the event that a Neighborhood Association is not maintaining the Common Area under its control or if a Lot within that Neighborhood Association has not been maintained in accordance with the reasonable standards of the Master Association, the Master Association has the right to request that the Neighborhood Association take certain action within a specified period of time or not less than 90 days. The request by the Master Association must list, with reasonable specificity, the work which needs to be accomplished. If the Neighborhood Association does not perform this work within the time requested or does not take action requiring the Owner of the Lot to take action, then the Master Association can enter on that common area, or the Lot, perform the requested work and charge the Neighborhood Association for the costs of such work.

Article VI  
MISCELLANEOUS

Section 6.1 Enforcement.

6.1.1. The Master Association may enforce the Governing Documents in any manner provided for by law.

6.1.2. The Master Association is not obligated to take any enforcement action if the Board determines, in its sole discretion, that because of the strength of the Master Association's finances, possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Master Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Master Association.

6.1.3. All rights and remedies of the Master Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right

or remedy shall not waive the Master Association's to exercise another right or remedy. The failure of the Master Association or an Owner to take enforcement action with respect to a violation of the Governing Documents shall not constitute or be deemed a waiver of the right of the Master Association or any Owner to enforce the Governing Documents in the future.

6.1.4. Violation of Law. Each and every provision of this Declaration, as amended from time to time, is subject to all applicable governmental ordinances and subdivision regulations. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Dorado Country Club Estates is declared to be a violation of the Governing Documents and subject to any and all enforcement procedures set forth in such Governing Documents.

Section 6.2 Term. The provisions of this Declaration shall run with the land and continue and remain in full force and effect at all times and against all persons.

Section 6.3 Amendments. This Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Master Association, certifying that such Amendment has been approved by the vote or written consent of the Owners of not less than 55% of the Lots. Such amendment becomes effective when recorded in the Office of the Pima County Recorder.

Section 6.4 Binding Effect. By accepting a deed or acquiring any ownership interest in any Lot in Dorado Country Club Estates, each person or entity, for himself/herself, or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds himself/herself, his/her heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each person taking title to any Lot acknowledges that this Declaration sets forth a general scheme for Dorado Country Club Estates and evidences that person's intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 6.5 Mortgage Protection. Notwithstanding any other provisions of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of a mortgagee or a beneficiary under a Deed of Trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any

such Deed of Trust or mortgage such Lot shall remain subject to this Declaration, as amended.

Section 6.6 Construction.

6.6.1. Interpretation. The provisions of this Declaration will be liberally construed to effectuate their purpose of creating a uniform plan for the maintenance and operation of Dorado Country Club Estates. This Declaration is governed by the laws of the State of Arizona. If there is any conflict among or between the Governing Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given first to such Articles of Incorporation, then to the By-Laws, and then to the Rules and Regulations.

6.6.2. Restrictions Severable. Notwithstanding the provisions of the above paragraph, each of the provisions of this Declaration is independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

6.6.3. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

6.6.4. Captions. All captions and titles used in this Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

Dorado Country Club Estates Improvement Association #1, through its President, LEWIS A. SLEEPER and Secretary LEON THIKOLL, attest that this Amended and Restated Declaration was approved by the Owners of at least 55% of the Lots within Dorado Country Club Estates.

Dated: May 23, 2005

DORADO COUNTRY CLUB ESTATES IMPROVEMENT ASSOCIATION #1

By: Lewis A. Sleeper  
President

Attest: Peggy Sorell

By: Leon Thikoll  
Secretary

Attest: Joan Sorell

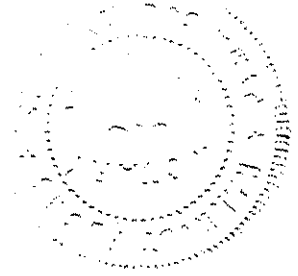
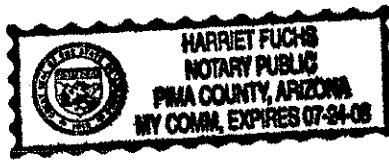
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State of Arizona )  
 ) ss  
County of Pima )

Subscribed and sworn to before me by LEWIS A. SLEEPER President and  
by LEON THIKOLL, Secretary of Dorado Country Club Estates Improvement  
Association #1 on 23 May, 2005.

Harriet Fuchs  
Notary Public

My Commission Expires:  
\_\_\_\_\_

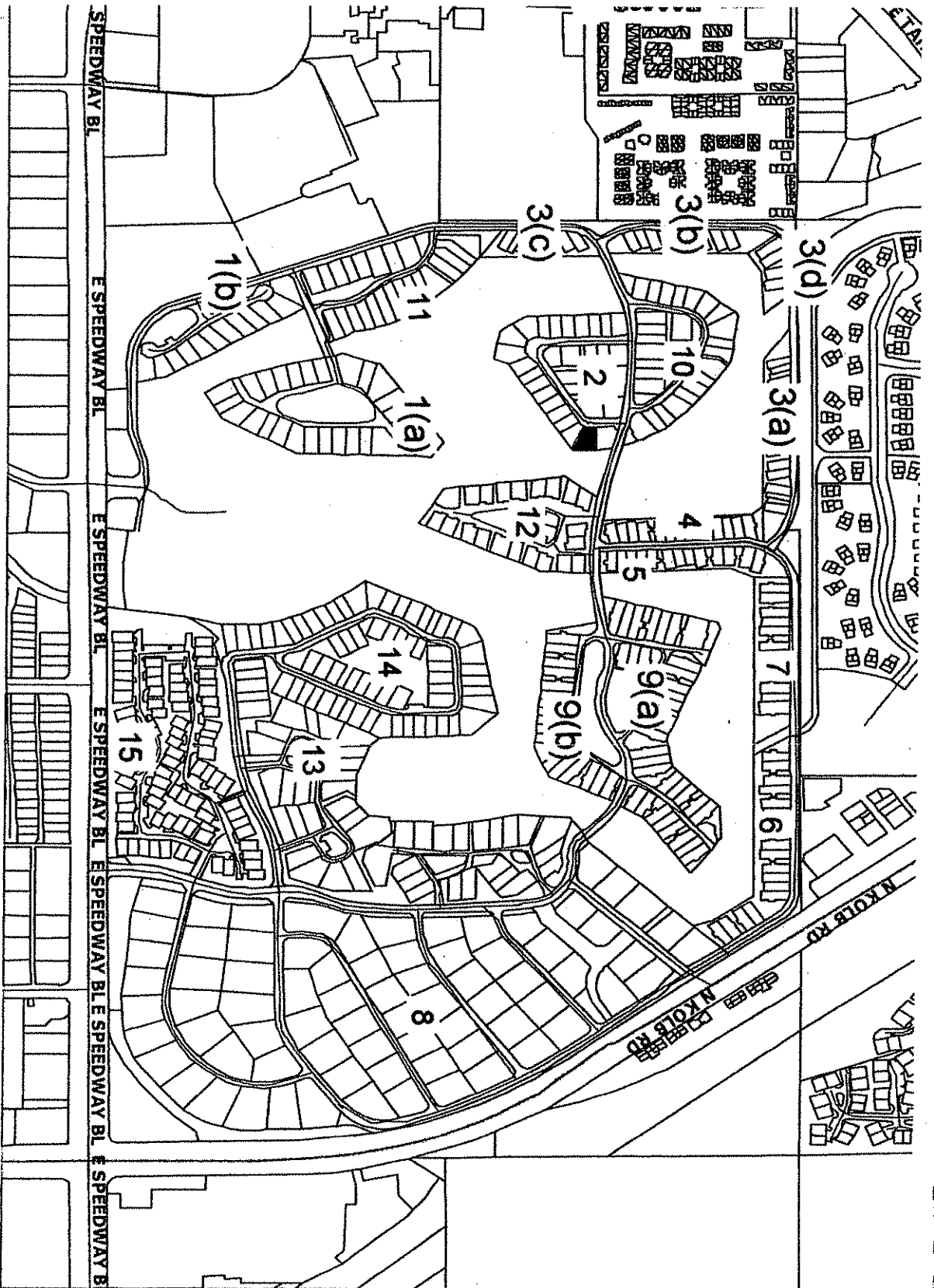


**Dorado Country Club Estates  
List of Subdivisions and Book and Page of Plat Recorded  
at Pima County Recorder's Office  
(For Exact Location See Map)**

<b>Name of Subdivision</b>	<b>Book</b>	<b>Page</b>
1. Dorado Country Club Estates Blocks 1 (1(a))& 16 (1(b))	20	96
2. Block 3 of Dorado Country Club Estates I	23	82
3. Dorado Country Club Estates No. 2, Blocks 6 (3(a)), 18 (3(b)), 19(3(c)) & 40 (3(d))	26	38
4. Dorado Country Club Estates 2, Block 7	26	95
5. Dorado Country Club Estates Block 8	27	52
6. Dorado Country Club Estates Block 32	28	8
7. Dorado Country Club Estates Block 11	28	13
8. Dorado Country Club Estates Block 70	28	36
9. Dorado Country Club Estates Blocks 9 (9(a)) & 10 (9(b))	28	47
10. Dorado 4	29	12
11. Dorado 17	29	13
12. The Estates	29	25
13. Dorado Country Club Estates Block 50	29	47
14. Dorado 14	30	25
15. El Dorado Townhomes	31	56

EXHIBIT  
"A"

APR 24 2013



- 10. Dorado 4 (29@12)
- 11. Dorado 17 (29@13)
- 12. Estates at Dorado (29@25)
- 13. Dorado #50 (29@47)
- 14. Dorado 14 (30@25)
- 15. El Dorado Townhomes (31@56)

- 1(a). Block 1 & 1(b). Block 16 (20@96)
- 2. Block 3 (23@82)
- 3(a) Blocks 6 3(b) Block 18 3(c) Block 19 & 3(d) Block 40 (26@38)
- 4. Block 7 (26@95)
- 5. Block 8 (27@52)
- 6. Block 32 (28@8)
- 7. Block 11 (28@13)
- 8. Dorado #70 (28@36)
- 9(a) Block 9 & 9(b) Block 10 (28@47)