



"Inspiring a Vibrant Community"

PLANNING & ZONING COMMISSION

1083 E. RIVER FRONT
ROAD
COTTONWOOD, AZ 86326

Monday, January 22, 2024

6:00 PM

cottonwoodaz.gov

Regular Meeting of the Planning and Zoning Commission

1. CALL TO ORDER

- A. Roll Call
- B. Approval of Minutes:
- C. Election of Chair and Vice Chair

- 1. Approval of the December 18, 2023 Planning and Zoning Commission meeting minutes.

2. INFORMATIONAL REPORTS AND UPDATES:

A brief summary of current events by Chairperson, Commission members, and/or Community Development Director. (The public body does not propose, discuss, deliberate, or take legal action on any matter brought up during this summary unless the matter is properly noticed for legal action).

3. OLD BUSINESS:

4. NEW BUSINESS:

- 1. [FP-23-001 - 6 ON SIXTEEN FINAL PLAT](#)
- 2. [FP-23-002 - MINGUS VIEWS FINAL PLAT](#)
- 3. [CUP-23-011 - FOUR8 FRIED CHICKEN ADDITIONAL SIGNAGE](#)

5. CALL TO THE PUBLIC

This is the time for the public to comment on any matter that does not appear on the agenda. Commission members may not discuss items not identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for consideration at a later date. Comments are limited to three minutes for each person.

6. DISCUSSION ITEMS:

7. ADJOURNMENT:

Notice is hereby given that pursuant to A.R.S. subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording

is made, the City will assume that the rights afforded parents pursuant to A.R.S. have been waived.

Information on the above agenda items may be obtained in person from the Community Development Department, 111 N. Main Street in Cottonwood, or by calling (928) 634-5505.

A verbal comment period will be provided during each hearing item. The Chair may impose a time limit on each speaker. The Commission will not consider written materials submitted less than three working days before the meeting.

Pursuant to A.R.S. § 38-431.02(B) the Commission may vote to go into executive session on any agenda item pursuant to the § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney.

The Cottonwood Council Chambers and Community Club House are accessible to the handicapped in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the Planning Technician at (928) 634-5505 (TDD 634-5526). All requests must be made at least 24 hours before the meeting.

Members of the Planning Commission will attend either in person or by telephone conference call.

**FIRST PAGE DRAFT**

**CITY OF COTTONWOOD
PLANNING & ZONING COMMISSION
CITY COUNCIL CHAMBERS - RIVERFRONT**
1086 E. Riverfront Dr.
Cottonwood, Arizona 86326

MINUTES REGULAR MEETING

Monday, December 18, 2023

6:00 p.m.

I. CALL TO ORDER

Chairwoman Masten called the meeting to order 6:00 p.m.

A. Roll Call

Commission Members Present

Commissioner DuVernay
Commissioner Glascott
Commissioner Gehlert
Commissioner Klinge, via Zoom
Chairwoman Masten

Commission Members Absent

Vice Chair Garrison

Staff Members Present

Scott Ellis, Community Development Director
Gary Davis, Community Development Senior Planner
Clover Pinion, Community Development Assistant Planner
Charlotte Page, Recorder
Frank Cassidy, Legal Counsel, via Zoom
Tom Whitmer, Utilities Director
Debbie Breitkreutz, Assistant Director of Utilities
David Hausaman, Public Works and Transportation Director
Christopher Dowell, Interim Chief of Police
Ron Sauntman, Fire Chief
Jak Teel, Parks and Recreation Director
Kirsten Lennon Financial Services Manager
Jeff Tripp, Airport Manager
Ryan Bigelow, Interim Director of Strategic Initiatives
James Bramble, Public Works Senior Engineer
Tricia Lewis, Tourism and Economic Development Director

B. Approval of Minutes: November 20, 2023 Regular Meeting.
Unanimously carried.

II. INFORMATIONAL REPORTS AND UPDATES:

Director Ellis said the next meeting will be on January 22, 2024, due to the holiday schedule, and the Commission now has an open seat if anyone knows someone qualified who may be interested.

III. OLD BUSINESS: NONE

IV. NEW BUSINESS:

1) Public Hearing – General Plan Update

Senior Planner Davis showed a PowerPoint reviewing the current draft of the General Plan. Information on the plan's organization, the purpose of the document, and the state requirement for municipalities to have a general plan was presented. The twelve elements of the plan were reviewed with specifics on the current draft and proposed amendments.

Commissioner Klinge asked about specifics related to drainage in the Skidmore area and Commissioner Glascott asked about the oversite of Public Works in management of drainage. James Bramble, Senior Engineer said staff are reviewing retention plans and how projects function post development. Senior Planner Davis said the General Plan is not intended to provide oversight in specific areas, but is more of a guiding document for the vision of overall future development.

Commissioner Gehlert asked if there is a plan to annex properties that may be developed for traffic circulation. Senior Planner Davis said one proposal, to connect Hwy 260 to 89A, should alleviate some traffic congestion, and would be a multi-jurisdictional project and would involve the City, Yavapai County, and ADOT.

The meeting was opened up to a public hearing; three speakers gave their input identifying different traffic impacts as primary concerns. Joy Mosley mentioned the financial burden of private streets, she said as new developments age the occupants are also getting older and have fewer resources for funding private street maintenance. Anna May Cory asked for review of a traffic light at the corner of 89A and Camino Real, she said this would require the City to work and share costs with ADOT. Andy Groseta asked the City to revisit a traffic study to develop a western loop bypass to relieve traffic congestion and keep this option available in the General Plan.

Commissioner Gehlert asked for more information on studies of traffic for South Main St., and if crosswalk improvements are planned in the area of Main Street, south of Mingus. Senior Planner Davis said that all of Main Street is scheduled for pavement review and the plan's Objective 7-2 addresses comprehensive roadway designs utilizing best practices for future development.

Senior Planner Davis read into the record a suggested motion to make amendments to the draft.

I move to amend the General Plan draft as follows:

1. In **Objective 1-2**, add a column to the Land Use Designations table showing references to the objectives that further describe each designation;
2. Amend **Objective 1-5** to read, “Mixed Use: Medium and High Density Residential and Neighborhood Commercial Designations. Locate multi-family residential uses and light commercial uses together in the NC land use designation, to promote bicycle and foot traffic for the commercial uses, convenience for the residential uses, easy access to transit, and shared parking opportunities. Neighborhood commercial uses include small-scale retail, service, restaurant, and office uses. While adequate on- or off-street parking is required, features such as highly visible parking lots and drive-through facilities are not appropriate in these designations. Locate multi-family residential uses in MR and HR designations adjacent to NC designations, in areas served by transit, bicycle, and pedestrian facilities.
3. Amend the first sentence of **Objective 1-6** to read: “Locate heavy commercial uses in high-visibility highway commercial corridors in the HC land use designations, away from residential areas that can be impacted by noise, dust, and emissions.”
4. Amend the **Land Use Plan** map to keep the land north of Verde Village Unit 8 and west of the Cottonwood Municipal Airport, a portion of APN 406-08-005M, designated as LR (Residential /Low Density), rather than changing it to VLR.
5. Amend the **Land Use Plan** map to designate a parcel at the northeast corner of 6th Street and SR 89A, APN 406-06-009V as HC (Highway Commercial), to reflect the existing hotel use.
6. Amend the **Land Use Plan** map to designate a parcel at the northwest corner of 6th Street and Cottonwood Street, APN 406-06-005L, as NC (Neighborhood Commercial), to reflect the existing office use and C-1 zoning.

7. Amend the **Land Use Plan** map to designate a City-owned parcel on the east side of Bill Gray Road, APN 407-23-019D, as CF (Community Facility).
8. Amend the **Land Use Plan** map to designate the lots on the east side of 15th Street between Mingus Avenue and Aspen Street, APN 406-41-007, -008, -009, -010, -011A, -011B, -012, -013, -020, -021, -022, -023, -024, -025, and -026, as HR (Residential / High Density), to reflect the multi-family uses permitted by the existing C-1 zoning.
9. Amend the **Land Use Plan** map to designate the ADOT office parcel at 525 S. 12th Street, APN 406-06-020L, as HC (Highway Commercial).
10. Amend the third sentence of **Objective 2-1, Growth Areas** table, **GR-1**, to read, “The portion of this growth area in the Willard Addition subdivision can be consolidated into larger, more developable parcels through abandonment of unused rights-of-way.”
11. In the **Growth Areas** table, in the text for **GR-5**, add a last sentence, “If greater roadway capacity becomes available through the addition of new connecting roadways, consider changing the land use designation to PLD to allow for planned development at higher densities.”
12. In the **Growth Areas** table, in the text for **GR-8**, add a sentence after the second sentence, “Internal local roadways will be privately owned and maintained.”
13. Amend **Objective 2-1, Growth Areas** table, **GR-9** to refer to the area as the “SR 89A and Cornville Road” area, and to amend the third sentence to read, “Dedication of right-of-way for the collector roadways is required, but internal local roadways behind gated entrances will be privately owned and maintained.”
14. In the Growth Areas table, in the text for **GR-11 Spring Creek Ranch Growth Area**, add an eighth sentence, “Any development proposals must include measures to protect water quality, vegetation, and wildlife in the Spring Creek riparian area.”
15. In the **Growth Areas** table, in the text for **GR-12 State Trust East Growth Area**, add a third sentence, “At the time of development, following annexation, provide continuous open space corridors along each side of State Route 89A, so as to maintain an attractive visual corridor and otherwise define the character of the community as balanced with the unique natural setting.”
16. Amend **Objective 3-7** to read: “Preserve and enhance the character of established streetscapes to promote a high-quality walkable environment in Old Town, with amenities such as street trees, on-street parking, sidewalk café space, street furniture,

reduced crosswalk lengths, public restrooms, and pedestrian-scale lighting and signage. Alleviate parking shortages by increasing number of spaces and improving parking management. Consider replacing the City-owned buildings at the southeast corner of Main and Pima Streets with an open street-side gathering place designed for events and daily use, with the parking area moved east and enlarged, replacing the existing Old Town Activity Park. Coordinate with Old Town business owners and residents to develop a master plan for implementing this objective, in accordance with current best practices.”

17. On the **Circulation Plan** map, remove the conceptual trail and shared use path from the large parcel between Chuckawalla Drive and W. Mingus Avenue, and add an asterisk indicating future trails with development.
18. On the **Circulation Plan** map and the **Open Space and Recreation Plan** map, add conceptual trail alignments proposed by the Prescott National Forest near the Blowout Wash, Skidmore, and Bignotti trailheads, and a conceptual shared use path from Ogden Ranch Road to Western Drive.
19. In the Circulation Element’s **Connectivity Plan** table, SR 89A-Cornville Road Connection, amend the second sentence to read, “Built by the developer to standards acceptable to the City, and accepted as City right-of-way, it would connect the SR 89A/Bill Gray Road intersection with Cornville Road at Tissaw Road and/or Verde Santa Fe Parkway.”
20. In the Circulation Element’s **Connectivity Plan** table, SR 89A-Cornville Road Connection, amend the third sentence to read, “A roundabout or signal is required in the ADOT right-of-way at the SR 89A/Bill Gray Road intersection...”
21. Add a new **Objective 7-5** that reads, “Participate in a regional study with Yavapai County, the Town of Clarkdale, Prescott National Forest, Arizona State Land Department, ADOT, and any other affected agencies, to evaluate the potential benefits, costs, and alignment options for a connector road between Ogden Ranch Road and West Mingus Avenue. Add the conceptual road alignment to the Circulation Plan if all affected parties concur the road project is needed, and are willing to participate in design and construction.” Renumber subsequent objectives.
22. Amend **Objective 9-1** to read, “Enact and enforce dust control measures during construction and grading activity, and coordinate with other jurisdictions and agencies as necessary to ensure air quality standards are met on all land uses. Make reclaimed water available for dust control use.”
23. Amend **Objective 10-1** to read, “Protect the long-term health of the Verde River and its adjacent riparian areas by working in concert with other agencies to monitor flows and develop measures to maintain historic base flow levels.”

24. On the **Open Space and Recreation Plan** map, remove the conceptual trail and shared use path from the large parcel between Chuckawalla Drive and W. Mingus Avenue.
25. Amend **Objective 12-1** to add a second sentence, “Study ways to keep response times low, including planning for new facilities to serve growing areas.”
26. In **Objective 12-5**, amend the third sentence to remove the word “public” before “Police.”

Motion: Move to amend the amend the General Plan draft as read into the record by Staff.

Made by: Chairwoman Masten
Second: Commissioner Gehlert

Roll Call Vote:

*Commissioner DuVernay – Aye
Commissioner Glascott – Aye
Commissioner Klinge - Aye
Commissioner Gehlert - Aye
Chairwoman Masten – Aye*

Unanimously Carried

There was additional discussion regarding the intent of the projected population growth figures in Objective 1-1, being stated as ‘at least 1,600 persons by 2040’. Senior Planner Davis said the actual figure is from a state demographer projection. An additional motion was made to change the statement in Objective 1-1.

Motion: I make a motion to change the language in Objective 1-1, to ‘more than 1,600’.

Made by: Chairwoman Masten
Second: Commissioner Glascott

Roll Call Vote:

*Commissioner DuVernay – Aye
Commissioner Glascott – Aye
Commissioner Klinge - Aye
Commissioner Gehlert - Aye
Chairwoman Masten – Aye*

Unanimously Carried

Motion: I move to recommend to the City Council, approval of the updated General Plan, per the amendments approved in preceding motions.

Made by: Chairwoman Masten
Second: Commissioner DuVernay

Roll Call Vote:

*Commissioner DuVernay – Aye
Commissioner Glascott – Aye*

*Commissioner Klinge - Aye
Commissioner Gehlert - Aye
Chairwoman Masten - Aye*

Unanimously Carried

2) **CUP-23-009 – Grandmother Quarters - A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW A GUEST HOUSE IN AN R-1 ZONE –**
Consideration of a Conditional Use Permit to allow a guest house in an R-1 (Single Family Residential) zone on approximately 1.52 acres at 860 N. Organ Pipe Street. APN: 406-30-043.

Senior Planner Davis showed a PowerPoint of the request for a guest house in the R-1 Zone. Pictures of the property, the existing home, adjacent properties were shown, and adjacent land use was reviewed. Staff's proposed findings were that there would be no detrimental effects from the proposed development, the use would be compatible with surrounding properties, and access and parking are adequate. He said that staff had received a phone call in opposition, citing concerns over increased traffic and effect on property values.

Commissioner Gehlert asked about any design elements that may be imposed on a guest house, if a cargo container can be used as a residence, and if it would be considered a temporary installation. Commissioner DuVernay asked if fire suppression would be required. Commissioner Gehlert asked for clarification if the unit could be used for short-term rental, and why it requires a CUP.

Senior Planner Davis said that the unit will have to be installed permanently and the current Zoning Ordinance does have restrictions on the use of a guest house. Guest houses are required to use the same utility services as the property's main house, occupancy is intended for relatives, and guest houses must be clearly subordinate to the main structure. Senior Planner Davis said a guest house is only allowed in the R-1 Zone by Conditional Use Permit.

Director Ellis said that fire suppression would be required, the construction must meet all codes, and allowing this structure would not necessarily allow future development of similar structures. Legal Counsel Frank Cassidy said the limitations on guest houses in the Zoning Ordinance already limit the use.

The applicant Gretchen Westbrock, said the unit is intended to help her elderly mother.

Two neighbors, Sally Glen and Ron Contreras stated objections to the proposed use, citing the condition of the road and the appearance of a shipping container.

Chairwoman Masten said the CUP and compliance with building codes will help with the appearance of the project. Having a family member in a small guest house would not greatly affect traffic in the area.

Staff read the recommended stipulations into the record:

1. The project shall be developed in conformance with the development plans as reviewed by the Planning and Zoning Commission at the December 18, 2023 meeting.
2. The project shall conform to the Code Review Board comment letter dated October 18, 2023.
3. The project shall comply with all applicable sections of the Zoning Ordinance including, but not limited to, R-1 Property Development Standards, General Provisions, Parking and Loading Requirements, and Outdoor Lighting Code.
4. A Certificate of Occupancy must be issued within six months of Conditional Use Permit approval. If this requirement is not met then per Section 302.G.4.c of the Zoning Ordinance, the applicant must receive Planning and Zoning Commission approval for a time extension, or the Conditional Use Permit will be subject to the Revocation process.

Motion: Move to approve CUP-23-009 to allow a guest house in an R-1 (Single Family Residential) zone with regard to staff recommended Findings of Fact, and subject to the stipulations that staff has read into the record.

*Made by: Chairwoman Masten
Second: Commissioner Glascott*

Roll Call Vote:

*Commissioner DuVernay – Aye
Commissioner Glascott – Aye
Commissioner Klinge - Aye
Commissioner Gehlert - Aye
Chairwoman Masten – Aye*

Unanimously Carried

3) DR-23-013 – San Cipriano Townhomes Phase II - A REQUEST FOR DESIGN REVIEW FOR AN EIGHT-UNIT APARTMENT COMPLEX - Consideration

of a Design Review application for an eight-unit apartment complex located in the C-2 (Heavy Commercial) zone on approximately 0.49 acres located on the southwest corner of E. Cherry Street and S. 14th Street at 1351 E. Cherry Street. APN:406-06-259.

4) **CUP-23-010 -- San Cipriano Townhomes Phase II – A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW MULTIFAMILY RESIDENTIAL IN A C-2 ZONE - Consideration of a Conditional Use Permit to allow multifamily residential in a C-2 (Heavy Commercial) zone on approximately 0.49 acres on the southwest corner of E. Cherry Street and S. 14th Street at 1351 E. Cherry Street. APN 406-06-364J.**

Senior Planner Davis showed a PowerPoint combining items 3 and 4. Design Review of Phase II of the project included the description and photos of the location, site plans, parking, and landscaping plans. The project proposes 8 units with an office on site. Stipulations for the Design Review were read into the record.

1. The project shall be developed in conformance with the development plans as reviewed by the Planning and Zoning Commission at the December 18, 2023 meeting.
2. The project shall conform to the Code Review Board comment letter dated October 12, 2023 (Re: CRB-23-051).
3. The project shall comply with all applicable sections of the Zoning Ordinance including, but not limited to, R-3 Property Development Standards, General Provisions, Signs, Parking and Loading Requirements, Landscaping Requirements, and Outdoor Lighting Code.
4. A building permit application must be submitted within 24 months of Design Review approval. If this requirement is not met, this Design Review approval shall be revoked and a new Code Review and Design Review submittal will be required.

Senior Planner Davis reviewed the project background with analysis of the proposed CUP that is required to allow multifamily residential in a C-2, Heavy Commercial Zone.

Staff findings included the project is not detrimental to surrounding properties, is consistent with property use in the vicinity, and the project will have adequate access to public streets for consideration of traffic and circulation.

Commissioner Gehlert and Commissioner Glascott asked about the configurations of the units and the total parking required for the two 4-plex apartments. Commissioner Gehlert asked if the stairs are interior and if the dumpster requires screening. Commissioner DuVernay asked about the square footage for the units.

The applicant, Warner Meyer said the units are all planned as 1,300 square ft., three bedroom, two and a half baths, with a garage space, and backyards. All the stairs are designed as interior staircases. Mr. Meyer said with the 8 garages and 9 exterior spaces the required 17 spaces are provided.

Senior Planner Davis said that screening is required for the dumpster that will be provided on site.

Chairwoman Masten said she likes the proposal, it's good mixed use and good infill development.

Motion: I move to approve DR-23-013 for an 8-unit apartment complex in the C-2 (Heavy Commercial) zone, subject to the stipulations that staff has read into the record.

Made by: Chairwoman Masten

Second: Commissioner DuVernay

Roll Call Vote:

Commissioner DuVernay – Aye

Commissioner Glascott – Aye

Commissioner Klinge - Aye

Commissioner Gehlert - Aye

Chairwoman Masten – Aye

Unanimously Carried

Motion: I move to approve CUP-23-010 to allow multifamily residential in a C-2 (Heavy Commercial) zone with regard to the Findings of Fact, and subject to the stipulations that staff has read into the record.

Made by: Chairwoman Masten

Second: Commissioner Glascott

Roll Call Vote:

Commissioner DuVernay – Aye

Commissioner Glascott – Aye

Commissioner Klinge - Aye

Commissioner Gehlert - Aye

Chairwoman Masten – Aye

Unanimously Carried

V. CALL TO THE PUBLIC: Public comments were received from Kristina Detjen and John Peterkin on the possible development of parking in a current green space in Old Town. Doctor Shaida Sina spoke on a recent ADEQ meeting in regard to the ongoing operations at the slag pile.

VI. DISCUSSION ITEMS: NONE

VII. ADJOURNMENT: 8:25 p.m.

Notice is hereby given that pursuant to A.R.S. subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Planning and Zoning Commission are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. have been waived.

Information on the above agenda items may be obtained in person from the Community Development Department, 111 N. Main Street in Cottonwood, or by calling (928) 634-5505.

A verbal comment period will be provided during each hearing item. The Chair may impose a time limit on each speaker. The Commission will not consider written materials submitted less than three working days before the meeting.

Pursuant to A.R.S. § 38-431.02(B) the Commission may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney.

The Cottonwood Council Chambers and Cottonwood Recreation Center are accessible to the handicapped in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the Planning Technician at 634-5505 (TDD 634-5526). All requests must be made at least 24 hours before the meeting.

Members of the Historic Preservation Commission will attend either in person or by telephone conference call.



Meeting Date: January 22, 2024

Subject:

FP-23-001 – 6 ON SIXTEEN FINAL PLAT – Consideration of a Final Plat for a 6-lot single family residential subdivision in the R-3 (Multiple Family Residential) zone to be known as 6 on Sixteen. The site is located on approximately 0.95 acres on the west side of S. 16TH Street at 856 S. 16th Street. APN: 406-06-364J. Applicant: Daniel Fox.

Department: Community Development

From: Kristina Hayden

REQUESTED ACTION

Consideration of a Final Plat for a 6-lot single family residential subdivision in the R-3 (Multiple Family Residential) zone to be known as 6 on Sixteen.

SUGGESTED MOTION

If the Commission desires to recommend approval of this item, the suggested motion is:

"I move to recommend approval of the Final Plat for 6 on Sixteen, subject to the stipulations that Staff has read into the record."

BACKGROUND

PROJECT DATA AND FACTS:

Property Owner:	Cottonwood 1 LLC
Representative:	Daniel Fox
Location of Property:	856 S. 16th Street
Present Zoning and Land Use:	R-3 (Single Family Residential) - Vacant
Description of Request:	Consideration of a Final Plat for a 6-lot single family residential subdivision.

LAND USE:

Description and Character of Surrounding Area:

The 0.95-acre site is a vacant lot located on the west side of 16th Street, and is surrounded by single and multiple family residential on the north, west, and south sides. The parcel on the east side of 16th Street is vacant and is zoned R-3 (Multiple Family Residential).

Adjacent Land Uses and Zoning:

North: PAD (Planned Area Development) - Single Family Residential; and R-3 (Multiple Family Residential) - Vacant

South: PAD (Planned Area Development) - Single Family Residential

East: R-3 (Multiple Family Residential) - vacant

West: R-2 (Single and Multiple Family Residential) - Senior Living

The applicant requests consideration of a Final Plat for a 6-lot single-family residential subdivision to be known as 6 on Sixteen.

Section 104.08 of the Subdivision Ordinance allows an alternative process for subdivisions that consist of 10 or fewer lots. This alternative process requires that the Planning and Zoning Commission review the Final Plat and make a recommendation to City Council. The applicant is able to bypass both the sketch plan and preliminary plat phases and instead submit a conceptual plan which will be reviewed by the Public Works Director and Community Development Director. If the Community Development Director is able to determine that there are no unresolved issues with the conceptual plan, the applicant may directly proceed with the Final Plat submittal without submitting a Preliminary Plat. This alternative process is optional, and the only additional requirement for this process is a deed restriction that prohibits the further division or subdivision of the approved plat.

STAFF ANALYSIS:

The applicant proposes 6 single-family residential lots on a 0.95-acre parcel. Each lot exceeds the minimum lot size of 5,000 square feet required in the R-3 (Multiple Family Residential) development standards. All lots will be accessed from two private drives that are proposed to have shared ownership and easement access. The private drives will be accessed directly off of S. 16th Street, and the developer proposes easement access for utilities and emergency vehicle access along these drives.

Along the property frontage adjacent to S. 16th Street, the applicant is dedicating a 4-foot sidewalk and public utilities easement. There is an existing 5-foot wide sewer easement along the southern parcel lot line, and an existing 5-foot wide slope easement along the eastern lot line. There are multiple drainage easements dedicated on all sides of the parcel:

- 20-foot drainage easement at the northern corner of the parcel
- 7.5-foot drainage easement on the western lot line (north)
- 10-foot drainage easement on the western lot line (south)
- 5-foot drainage easement along the south lot line
- 10-foot easement along the eastern lot line

The applicant has provided documentation to abandon a utilities easement along the mid-portion of the western lot line and has conducted a title search to identify any potential grantees of the easement and also provided letters from the various utilities providers stating that they have no need for the easement. The applicant has also provided a document that will indemnify and hold the City harmless if anyone seeks to claim easement access.

The City Engineer is requiring that the applicant provide half-street improvements along the S. 16th Street property frontage including a 6-foot wide sidewalk. The applicant is able to defer the submittals for the Construction Plans, Construction Cost Estimates, and the Phase 3 Drainage Report until they submit for the required Grading & Civil permit. The applicant has been made aware that the deferred submittal is at risk and that a Plat Amendment may be required in the future to resolve any concerns that arise during permit review.

Staff posted a notice of the Planning and Zoning hearing at the property at 856 S. 16th Street and mailed notifications to owners of all properties within 300 feet of the site.

Staff has reviewed this project and finds that the requested Final Plat for a 10-lot single family subdivision is subject to recommendation by the Planning and Zoning Commission and further approval by the City Council. Staff recommends the following stipulations:

1. The project shall be developed in conformance with the development plans as reviewed by the Planning and Zoning Commission at the January 22, 2024 meeting, and as reviewed by the City Council.
2. The developer shall adhere to the Code Review Board comment letters dated August 2, 2022 (Re: CRB #22-019), December 20, 2022 (Re: CRB #22-031 REVISION), and November 2, 2023 (Re: CRB-23-043).
3. The Construction Plans, Construction Cost Estimate, and Phase 3 Grading Report shall be submitted with the required Grading and Civil permit submittal.
4. The developer shall provide City staff with proof of recordation of the approved Final Plat within 60 days of City Council approval.

ATTACHMENTS

[01_Letter of Intent](#)
[02_Locator Map 6 on 16th Plat Color.pdf](#)
[03_Final Plat](#)
[04_CCRs.v5 COTTONWOOD \(2\).pdf](#)
[05_COTTONWOOD Designated Builder Designation OCTOBER 23.pdf](#)
[06_FINAL Design Guidelines \(including Resolution\).pdf](#)
[07_5-30-23 Recorded Termination of Easement_COTTONWOOD 1, LLC.pdf](#)
[08_Revised Hold-Harmless \(Indemnity\) Agreement.pdf](#)
[09_UNSOURCE EASEMENT Concurrence Letter.pdf](#)
[10APS EASEMENT Concurrence Letter- 16th Street.pdf](#)
[11_CRB #22-019](#)
[12_CRB #23-019 REVISION](#)
[13_CRB-23-043](#)

June 21st, 2022

City of Cottonwood Planning and Zoning
111 North Main Street
Cottonwood, AZ 86326

RE: Letter of Intent Parcel #406-06-364E and F

Dear Mr. Padgett and members of the Planning Commission,

We previously submitted our Letter of Intent to the planning and development staff in preparation for our Code Review meeting that was held on June 7th 2022. We have prepared this updated letter for the benefit of the Planning Commission for approval of a 15-unit, single-family for rent product to be built in the City of Cottonwood.

During the June 7th meeting, we received verbal communication on our proposed site plan from the Police Department, Fire Department, Building and Safety and Engineering representatives. However as of this writing, we did not receive any written comments to prepare for this Planning Commission submittal. We are under a very tight timeframe to complete our due diligence on this property prior to closing escrow. Our closing date is currently scheduled for July 20th, 2022. Without the benefit of receiving written comments from our initial meeting, we have prepared this updated development package that we believe addresses many of the comments we did receive.

To facilitate your review, we have prepared the following summary of our proposed development:

- The parcel number is 406-06-364E and 406-06-364F. The address is 856 South 16th Street, Cottonwood, AZ.
- The project participants are Daniel Fox, managing member for Cottonwood 1, LLC., a group assembled for the specific purpose of acquiring and developing the subject parcel into 15 for rent dwelling units. The individuals consist of family members, Mr. Caesar Perez, equity partner, Mr. George Rosansky, who, along with me will head up the design team for the development.

The seller is Mr. Henry Chaikin, Trustee for Wild River Profit Sharing Plan.

- We have engaged Superior Surveying to prepare a boundary and topographical survey that will be forthcoming. We will be using SEC civil engineers to produce the civil documents for permitting. Except for SEC, the other participants reside in Scottsdale, AZ. We are currently in escrow and are scheduled to close on the property in mid-July.
- The site is triangular in form with a slight rise in elevation, sloping west to east toward 16th street. The property appears to maintain a natural slope of less than 20% which will not require us to provide a slope analysis. We intend to maintain much of the natural grade to allow the units on the west side of the site to capture the views to the east with minimal obstruction over the units to toward the lower end of the site. There is currently low native shrub growth on the site. Little in the way of salvageable trees are on the parcel. The parcel is currently zoned R-3 and shall remain R-3.
- We propose to develop the property into fifteen (15) attached single family residential units for long term rental. The units will include a combination of:
 - 4 - 1bedroom/1 bath units (one-story)
 - 8 - 2bedroom/2 bath units (one-story)
 - 3 - 3-bedroom/2 bath units (two-story)

The buildings will be of a contemporary design, capturing geometric forms and finishes that are current in today's market. They are unique in that each unit will have its own entrance and small fenced rear yard for children to play safely in their own space and each will have doggy doors for pet owners.

Building placement allows for a distinct separation between vehicular traffic limited to the outer perimeter of the site with the buildings clustered in the center. No parking is proposed to face the 16th street frontage. An interior network of sidewalks within the interior courtyards will provide access between the buildings and to each unit. Seating areas will be provided with firepits, BBQ grills and other site amenities for the residents. The open spaces between the buildings will be well landscaped with indigenous trees, shrubs, and ground cover.

We understand the great need for both rental and for sale units in the Cottonwood area. Although our project is relatively small, we believe this project will fill at least a part of the need for housing but expect this will be a springboard for other similar, larger projects we hope to build in the Cottonwood area. We propose to develop this project in a single phase.

- We do not believe there are no historic or topographical features that will require special treatment. Site drainage will follow the City of Cottonwood's requirements for on-site detention. We do not believe that there are any code restrictions or exceptions that will prevent the development from moving forward as intended. We understand that there will be new off-site improvements required as a part of this

Design/Build • Construction Management • Development Consulting
402.708.2121 • realtyassetadvisor@gmail.com • raasouthwest.com

501 Esplanade, #206, Redondo Beach, CA 90277
7727 East Sandalwood Drive, Scottsdale, AZ 85250

development. This will include but not be limited to a new city standard sidewalk, curb and gutter along the 16th street frontage and new water and sewer taps from the existing mains in 16th street.

- Our timeline for the project is sensitive in relation to closing on the property. This Letter of Intent, along with other exhibits are being submitted to the Cottonwood Planning Commission today for the hearing to be held on July 18th, 2022.

The Exhibits included in this submittal include:

- 11x17 site plan with parcel map number, legal description, north arrow, current zoning, parking both required and provided, Sq. ftg, summaries and proposed landscaping and site lighting.
- 11x17 full colored renderings of the building plans and elevations
- Sample color palettes with two (2) potential options
- Lighting cut sheets of our proposed site light fixtures and building mounted lighting
- A slope analysis will not be required

We look forward to working with the City of Cottonwood on this new project. Should you have any further questions regarding our submittal, please do not hesitate to contact me directly.

Respectfully submitted,

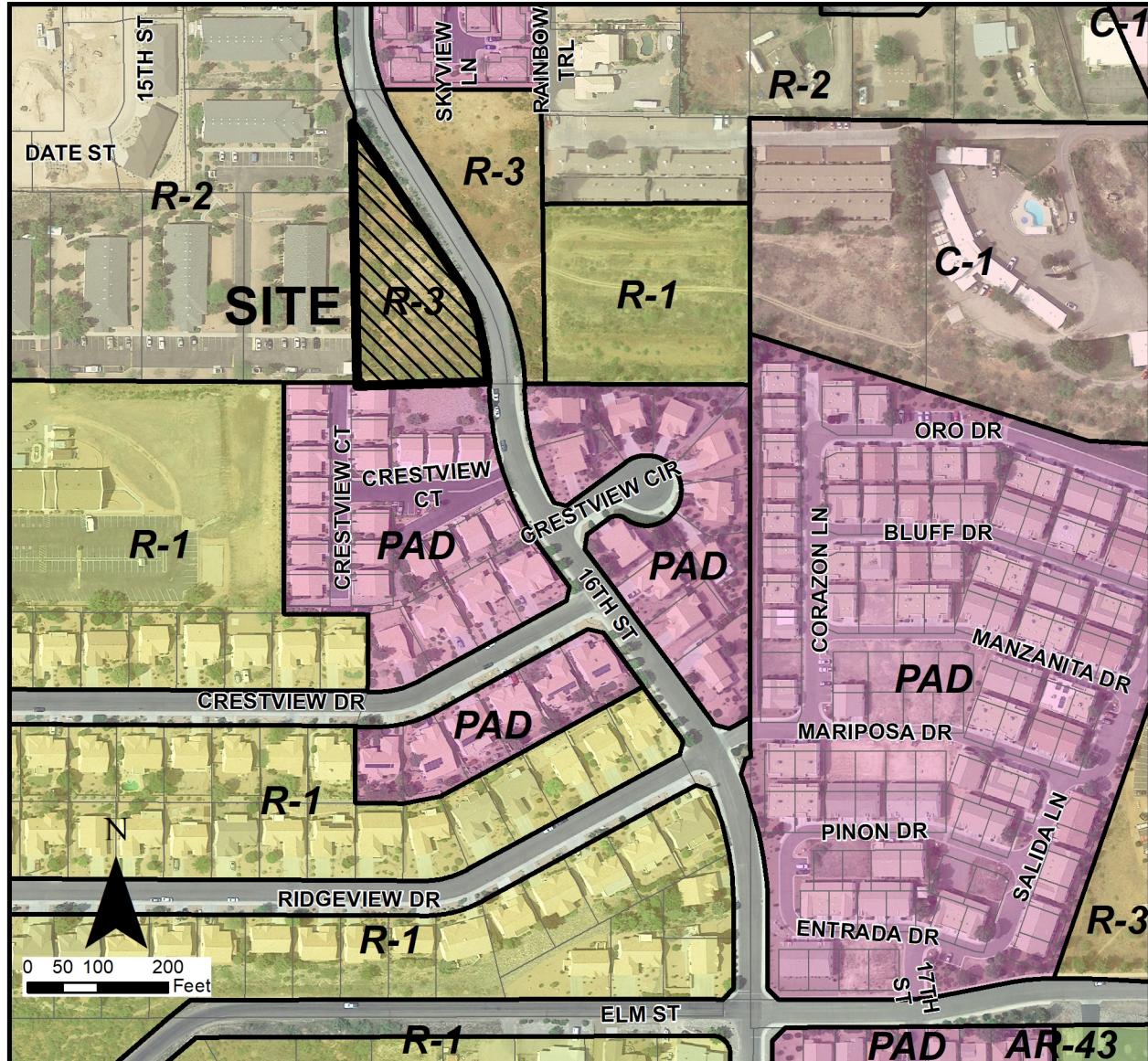
Cottonwood 1, LLC



Daniel Fox
Managing Member

FP 23-001

6 ON 16TH FINAL PLAT



Proposed Final Plat

Zoning Boundary

FINAL PLAT OF "856 S. 16TH STREET"

OF A.P.N. 406-06-364J BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY, AS SOLE OWNER, HAS SUBDIVIDED UNDER THE NAME OF "856 S. 16TH STREET", A PORTION OF SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME; AND THAT EACH LOT, AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF, COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY, AS SOLE OWNER, HAS CAUSED THE NAME OF COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY, TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS FOR THE PURPOSES HEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

BY: COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY

BY: ITS: PRESIDENT
DATE: _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

BEFORE ME THIS DAY OF 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELVES TO BE PRESIDENT OF COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ EXPIRES _____

FLOOD ZONE INFORMATION

THE SUBJECT PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 040096 PANEL 1757 MAP NUMBER 04025C, DATED OCTOBER 16, 2015.

ASSURED WATER SUPPLY

ACCORDING TO THE ARIZONA DEPARTMENT OF WATER RESOURCES, THIS SUBDIVISION IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING ASSURED WATER SUPPLY, PURSUANT TO A.R.S. 45-576 SUBSECTION 'B'.

BY (COMMUNITY DEVELOPMENT DIR.) _____ DATE _____

APPROVALS

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED HERETO, TO THE REQUIREMENTS OF THE CITY OF COTTONWOOD SUBDIVISION ORDINANCE, AND TO ANY OTHER APPLICABLE REGULATIONS, AND APPEARS TO COMPLY WITH ALL REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE.

BY (CITY ENGINEER) _____ DATE _____

BY (COMMUNITY DEVELOPMENT DIR.) _____ DATE _____

THIS FINAL PLAT WAS REVIEWED AND APPROVED BY THE CITY COUNCIL, SUBJECT TO STIPULATIONS ON _____ DATE _____

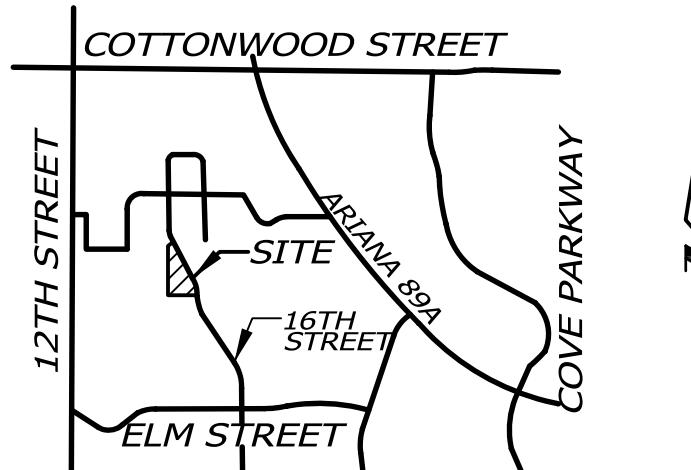
COTTONWOOD MAYOR _____ DATE _____

OWNER

COTTONWOOD 1 LLC, A WYOMING LIMITED LIABILITY COMPANY
3300 N. SCOTTSDALE ROAD, SUITE 4108
SCOTTSDALE, AZ 85251
(402) 708-2121

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
(602) 869-0223



VICINITY MAP

NOT TO SCALE

ZONING

R-3 ZONE, MULTIPLE-FAMILY RESIDENTIAL

PARENT DESCRIPTION

PARCEL NO. 1:
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00°02' 02" WEST ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 417.96 FEET; THENCE NORTH 89°42' 54" WEST, A DISTANCE OF 351.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°42' 54" WEST, A DISTANCE OF 206.36 FEET; THENCE NORTH 00°46' 08" WEST, A DISTANCE OF 403.96 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 350.00 FEET, AN ARC LENGTH OF 101.51 FEET, A CENTRAL ANGLE OF 163° 00' AND A RADIAL BEARING OF SOUTH 42°53' 07" WEST; THENCE SOUTH 31°56' 00" EAST, A DISTANCE OF 203.83 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 160.33 FEET, A CENTRAL ANGLE OF 303°17' 14" AND A RADIAL BEARING OF SOUTH 59°51' 01" WEST TO THE POINT OF BEGINNING. EXCEPT ALL OIL, MINERALS, ORES AND METALS OF EVERY KIND, AS RESERVED IN DEED RECORDED IN BOOK 187 OF DEEDS, PAGE 331, RECORD OF YAVAPAI COUNTY, ARIZONA.

PARCEL NO. 2:
THAT PORTION OF EAST HALF OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING THE PROPERTY ABANDONED BY THE CITY OF COTTONWOOD IN DEED RECORDED IN BOOK 4018 OF OFFICIAL RECORDS, PAGE 640, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A $\frac{1}{4}$ INCH REBAR TAGGED "LS4491"; THENCE NORTH 00°16' 31" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 227.23 FEET TO A POINT, SAID POINT BEING MARKED BY A $\frac{1}{4}$ INCH REBAR STAMPED "LS 25384"; THENCE SOUTH 89°49' 28" EAST 25.53 FEET TO A POINT, SAID POINT BEING MARKED BY A $\frac{1}{8}$ INCH REBAR STAMPED "LS 13015"; THENCE SOUTH 89°59' 41" EAST 242.59 FEET TO A POINT, SAID POINT BEING MARKED BY A $\frac{1}{4}$ INCH REBAR; THENCE NORTH 46°46' 41" EAST A DISTANCE OF 661.90 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3624 OF OFFICIAL RECORDS, PAGE 314, RECORDS OF YAVAPAI COUNTY, SAID CORNER BEING MARKED BY A $\frac{1}{4}$ INCH REBAR; THENCE SOUTH 00°43' 53" EAST ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED A DISTANCE OF 717.91 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 66°38' 56" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°2' 41", AN ARC LENGTH OF 48.47 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE HAVING A BEARING OF NORTH 31°56' 00" WEST AND A DISTANCE OF 203.36 FEET, BEING THE SOUTHERLY BOUNDARY OF PARCEL "B" OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3598 OF OFFICIAL RECORDS, PAGE 977, RECORDS OF YAVAPAI COUNTY; THENCE SOUTH 31°53' 45" EAST ALONG SAID PROLONGATION, A DISTANCE OF 36.16 FEET TO THE NORTHWESTERLY TERMINUS OF SAID CERTAIN COURSE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, SAID CURVE ALSO BEING THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL "B", A RADIAL LINE TO SAID CURVE BEARS SOUTH 59°35' 30" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AND SOUTHWESTERLY LINE OF A SAID PARCEL "B" THROUGH A CENTRAL ANGLE OF 12°15' 41", AN ARC LENGTH OF 69.55 FEET TO THE EASTERLY LINE OF SAID LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 3624 OF OFFICIAL RECORDS, PAGE 314, RECORDS OF YAVAPAI COUNTY; THENCE NORTH 0°43' 53" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 17.84 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN PARCEL NO. 1 ABOVE.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FINAL PLAT OF "CRESTVIEW SUBDIVISION PHASE TWO" RECORDED IN BOOK 36 OF MAPS, PAGE 41, YAVAPAI COUNTY RECORDS

FINAL PLAT OF "SKYLINE ESTATES" RECORDED IN BOOK 54 OF MAPS, PAGE 30, YAVAPAI COUNTY RECORDS

MINOR LAND DIVISION RECORDED IN FEE 2015-0020034, YAVAPAI COUNTY RECORDS

RESULTS OF SURVEY IN FEE 2019-0010241, YAVAPAI COUNTY RECORDS

FINAL PLAT OF "RIDGECREST SUBDIVISION" RECORDED IN FEE 2019-0026087, YAVAPAI COUNTY RECORDS

RECORD OF SURVEY IN FEE 2019-0051664, YAVAPAI COUNTY RECORDS

RECORD OF SURVEY IN FEE 2021-0060288, YAVAPAI COUNTY RECORDS

GENERAL WARRANTY DEED IN FEE 3042653, YAVAPAI COUNTY RECORDS

RIGHT OF WAY IN FEE 3072911, YAVAPAI COUNTY RECORDS

RIGHT OF WAY IN FEE 3072912, YAVAPAI COUNTY RECORDS

ROAD DEED IN FEE 3477717, YAVAPAI COUNTY RECORDS

SLOPE EASEMENT DEED IN FEE 3477725, YAVAPAI COUNTY RECORDS

QUIT CLAIM DEED IN FEE 3566625, YAVAPAI COUNTY RECORDS

WARRANTY DEED IN FEE 3777787, YAVAPAI COUNTY RECORDS

CORRECTED RIGHT OF WAY IN FEE 3791389, YAVAPAI COUNTY RECORDS

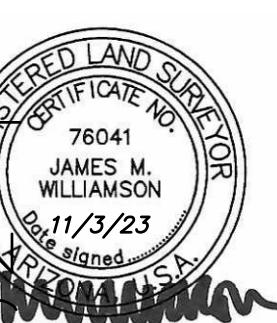
WARRANTY DEED IN FEE 3971812, YAVAPAI COUNTY RECORDS

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES (PROPERTY) DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN.

JAMES M. WILLIAMSON
R.L.S. #76041

— FOR REVIEW
NOT FOR
CONSTRUCTION
OR RECORDING



SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Drive, Suite 11
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

FINAL PLAT OF
856 S. 16TH STREET
COTTONWOOD, AZ 86326

S 00°02'02" W (R)
S 00°02'10" W (M)

417.96'

EAST 1/4 CORNER SECTION 3, T-15N, R-3E
CALCULATED POSITION NOTHING
FOUND OR SET
POINT OF COMMENCEMENT

FINAL PLAT OF "856 S. 16TH STREET"

20 10 0 20 40 60
SCALE IN FEET
SCALE : 1' = 20'

LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- EASEMENT LINE
- ⊗ INDICATES LOT CORNER TO BE SET UPON COMPLETION OF MASS GRADING
- FOUND 1/2" CAPPED REBAR STAMPED "KLEIN 42137" SET PER 2022-0047395
- ✖ FOUND 1/2" CAPPED REBAR STAMPED "26925"
- ▲ FOUND 1/2" CAPPED REBAR STAMPED "29263"
- ❖ FOUND 1/2" CAPPED REBAR STAMPED "GOETZ 31020"
- ◆ FOUND 1/2" CAPPED REBAR WITH NO IDENTIFICATION
- ◆ FOUND 1/2" CAPPED REBAR STAMPED "13015"
- ◆ FOUND 1/2" CAPPED REBAR STAMPED 13015
- CALCULATED POSITION NO MONUMENT FOUND OR SET
- SAME POINT
- A.P.N. ASSESSORS PARCEL NUMBER
- Y.C.R. YAVAPAI COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE
- (R) RECORD PER PARCEL NO. 1 DESCRIPTION
- (R1) RECORD PER PARCEL NO. 2 DESCRIPTION
- (R2) RECORD PER 2021-0060288, Y.C.R.
- (M) MEASURED
- SB. SETBACK

AREA TABLE

LOT 1	6,442 SQ. FT. 0.15 ACRES
LOT 2	5,853 SQ. FT. 0.13 ACRES
LOT 3	5,609 SQ. FT. 0.13 ACRES
LOT 4	8,083 SQ. FT. 0.19 ACRES
LOT 5	5,633 SQ. FT. 0.13 ACRES
LOT 6	9,857 SQ. FT. 0.23 ACRES
TOTAL	41,477 SQ. FT. 0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

6,442 SQ. FEET
0.15 ACRES

5,853 SQ. FT.
0.13 ACRES

5,609 SQ. FT.
0.13 ACRES

8,083 SQ. FT.
0.19 ACRES

5,633 SQ. FT.
0.13 ACRES

9,857 SQ. FT.
0.23 ACRES

41,477 SQ. FT.
0.95 ACRES

S 00°02'02" W (R)
S 00°02'10" W (M)

417.9

*FINAL PLAT OF
"856 S. 16TH STREET"
DRAINAGE EASEMENTS*

20 10 0 20 40 60

SCALE IN FEET
SCALE : 1" = 20'

SCALE IN FEET
SCALE : 1" = 2

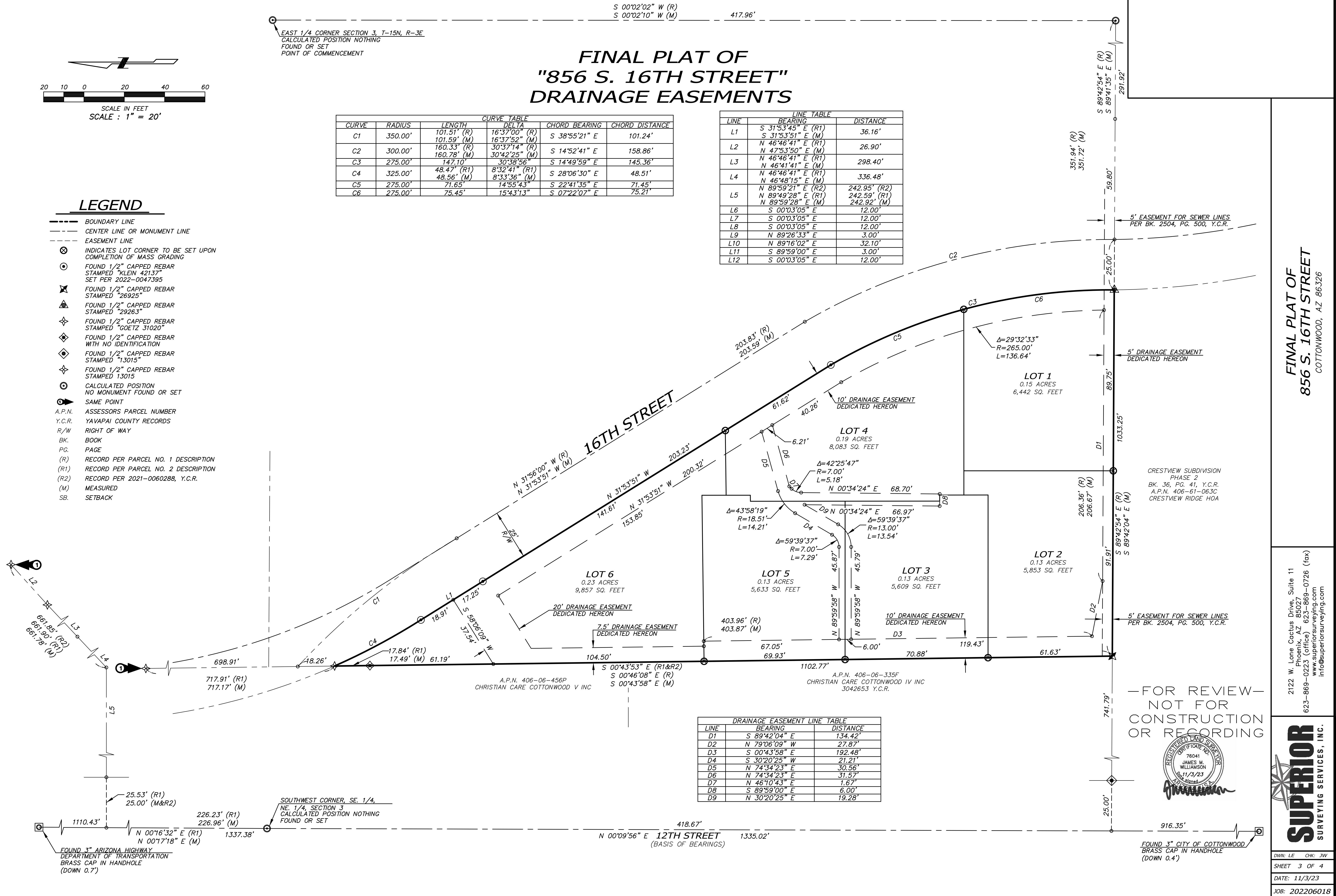
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	350.00'	101.51' (R) 101.59' (M)	16°37'00" (R) 16°37'52" (M)	S 38°55'21" E	101.24'
C2	300.00'	160.33' (R) 160.78' (M)	30°37'14" (R) 30°42'25" (M)	S 14°52'41" E	158.86'
C3	275.00'	147.10'	30°38'56"	S 14°49'59" E	145.36'
C4	325.00'	48.47' (R1) 48.56' (M)	8°32'41" (R1) 8°33'36" (M)	S 28°06'30" E	48.51'
C5	275.00'	71.65'	14°55'43"	S 22°41'35" E	71.45'
C6	275.00'	75.45'	15°43'13"	S 07°22'07" F	75.21'

LEGEND

— — — — —	BOUNDARY LINE
— — — — —	CENTER LINE OR MONUMENT LINE
— — — — —	EASEMENT LINE
⊗	INDICATES LOT CORNER TO BE SET UPON COMPLETION OF MASS GRADING
●	FOUND 1/2" CAPPED REBAR STAMPED "KLEIN 42137" SET PER 2022-0047395
❖	FOUND 1/2" CAPPED REBAR STAMPED "26925"
▲	FOUND 1/2" CAPPED REBAR STAMPED "29263"
❖	FOUND 1/2" CAPPED REBAR STAMPED "GOETZ 31020"
❖	FOUND 1/2" CAPPED REBAR WITH NO IDENTIFICATION
❖	FOUND 1/2" CAPPED REBAR STAMPED "13015"
❖	FOUND 1/2" CAPPED REBAR STAMPED 13015
○	CALCULATED POSITION NO MONUMENT FOUND OR SET
① ➤	SAME POINT
A.P.N.	ASSESSORS PARCEL NUMBER
Y.C.R.	YAVAPAI COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
(R)	RECORD PER PARCEL NO. 1 DESCRIPTION
(R1)	RECORD PER PARCEL NO. 2 DESCRIPTION
(R2)	RECORD PER 2021-0060288, Y.C.R.
(M)	MEASURED
SB.	SETBACK

16TH STREET
N 31°56'00" W (R)
N 31°53'51" W (M)
N 31°53'51" W
13'51"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 31°53'45" E (R1) S 31°53'51" E (M)	36.16'
L2	N 46°46'41" E (R1) N 47°53'50" E (M)	26.90'
L3	N 46°46'41" E (R1) N 46°41'41" E (M)	298.40'
L4	N 46°46'41" E (R1) N 46°48'15" E (M)	336.48'
L5	N 89°59'21" E (R2)	242.95' (R2)
	N 89°49'28" E (R1)	242.59' (R1)
	N 89°59'28" E (M)	242.92' (M)
L6	S 00°03'05" E	12.00'
L7	S 00°03'05" E	12.00'
L8	S 00°03'05" E	12.00'
L9	N 89°26'33" E	3.00'
L10	N 89°16'02" E	32.10'
L11	S 89°59'00" E	3.00'
L12	S 00°03'05" E	12.00'



*FINAL PLAT OF
856 S. 16TH STREET*
COTTONWOOD, AZ 86326

*FINAL PLAT OF
56 S. 16TH STREET
COTTONWOOD, AZ 86326*

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
3669-0223 (office) 623-869-0726 (•)
www.superiorsurveying.com
info@superiorsurveying.com

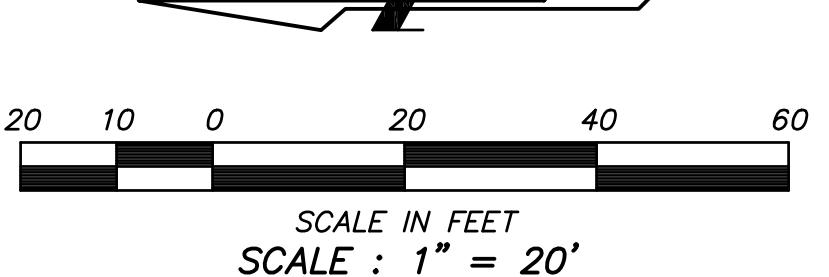


SUPERIOR

SURVEYING SERVICES, INC.

OWN: LE CHK: JW
SHEET 3 OF 4
DATE: 11/3/23
JOB: 202206018

EAST 1/4 CORNER SECTION 3, T-15N, R-3E
CALCULATED POSITION NOTHING
FOUND OR SET
POINT OF COMMENCEMENT



SETBACK EXHIBIT FOR "856 S. 16TH STREET"

NOTE: SETBACK INFORMATION SHOWN ON THIS EXHIBIT PROVIDED BY THE DEVELOPER

LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- EASEMENT LINE
- ⊗ INDICATES LOT CORNER TO BE SET UPON COMPLETION OF MASS GRADING
- ◎ FOUND 1/2" CAPPED REBAR STAMPED "KLEIN 42137" SET PER 2022-0047395
- ☒ FOUND 1/2" CAPPED REBAR STAMPED "26925"
- ▲ FOUND 1/2" CAPPED REBAR STAMPED "29263"
- ❖ FOUND 1/2" CAPPED REBAR STAMPED "GOETZ 31020"
- ◊ FOUND 1/2" CAPPED REBAR WITH NO IDENTIFICATION
- ♦ FOUND 1/2" CAPPED REBAR STAMPED "13015"
- ◊ FOUND 1/2" CAPPED REBAR STAMPED 13015
- CALCULATED POSITION NO MONUMENT FOUND OR SET
- SAME POINT
- A.P.N. ASSESSORS PARCEL NUMBER
- Y.C.R. YAVAPAI COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- P.G. PAGE
- (R) RECORD PER PARCEL NO. 1 DESCRIPTION
- (R1) RECORD PER PARCEL NO. 2 DESCRIPTION
- (R2) RECORD PER 2021-0060288, Y.C.R.
- (M) MEASURED

AREA TABLE

LOT 1	6,442 SQ. FT. 0.15 ACRES
LOT 2	5,853 SQ. FT. 0.13 ACRES
LOT 3	5,609 SQ. FT. 0.13 ACRES
LOT 4	8,083 SQ. FT. 0.19 ACRES
LOT 5	5,633 SQ. FT. 0.13 ACRES
LOT 6	9,857 SQ. FT. 0.23 ACRES
TOTAL	41,477 SQ. FT. 0.95 ACRES

16TH STREET

A.P.N. 406-06-456P
CHRISTIAN CARE COTTONWOOD V INC

A.P.N. 406-06-335F
CHRISTIAN CARE COTTONWOOD IV INC
3042653 Y.C.R.

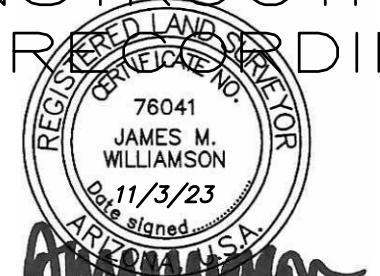
12TH STREET
(BASIS OF BEARINGS)

SOUTHWEST CORNER, SE. 1/4,
NE. 1/4, SECTION 3
CALCULATED POSITION NOTHING
FOUND OR SET

FOUND 3" ARIZONA HIGHWAY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE
(DOWN 0.7')

CRESTVIEW SUBDIVISION
PHASE 2
BK. 36, PG. 41, Y.C.R.
A.P.N. 406-61-063C
CRESTVIEW RIDGE HOA

FOR REVIEW
NOT FOR
CONSTRUCTION
OR RECORDING



2122 W. Lone Cactus Drive, Suite 11
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DW: LE CHK: JW
SHEET 4 OF 4
DATE: 11/3/23
JOB: 202206018

FINAL PLAT OF
856 S. 16TH STREET
COTTONWOOD, AZ 85326

WHEN RECORDED, RETURN TO:

COTTONWOOD 1, LLC
7909 East Pecos Lane
Scottsdale, Arizona 85250
Attn: Daniel Fox

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
6 on Sixteen**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 PROPERTY AND PERSONS BOUND BY DECLARATION; ESTABLISHMENT OF GENERAL PLAN OF DEVELOPMENT.....	7
2.1 Purpose and Binding Effect	7
2.2 Annexation of Additional Property	8
2.3 Supplemental Declarations	8
2.4 Withdrawal of Property	9
2.5 Disclaimer of Representations and Implied Covenants	9
2.6 Development Plan	9
2.7 Further Subdivision, Property Restrictions, Rezoning and Timeshares	9
ARTICLE 3 ARCHITECTURAL CONTROL	10
3.1 Design Review Board.....	10
3.2 Approval Required	11
3.3 Review of Plans	12
3.4 Variances	12
3.5 Construction of Improvements.....	13
3.6 No Changes Without Approval.....	13
3.7 Review Fee	13
3.8 No Warranty; Limitation of Liability	13
3.9 Improvements to Areas of Association Responsibility	13
3.10 Compliance Deposit	14
ARTICLE 4 EASEMENTS AND DEVELOPMENT RIGHTS	15
4.1 Easements for Use of Common Area	15
4.2 Utility and Development Easements.....	16
4.3 Rights and Easements to Facilitate Development	17
4.4 Easement for Maintenance and Enforcement.....	17
4.5 Easements for Encroachments.....	18
ARTICLE 5 THE ASSOCIATION	18
5.1 Formation and Powers of the Association	18
5.2 Authorized Community Activities, Services and Programs	19
5.3 Relationship with Other Entities	19
5.4 Oversight of Community Associations.....	20
5.5 Identity of Members	20
5.6 Classes of Members and Voting Rights	20
5.7 The Association Rules.....	20

5.8	Personal Liability	21
5.9	Conveyance, Lease or Encumbrance of Common Area.....	21
ARTICLE 6 COVENANT FOR ASSESSMENTS AND CREATION OF LIEN.....21		
6.1	Creation of Lien and Personal Obligation of Assessments	21
6.2	Regular Assessments.....	21
6.3	Special Assessments	22
6.4	Enforcement Assessment.....	22
6.5	Benefited Property Assessments	23
6.6	Reduced Assessments; Deficiencies	23
6.7	Assessment Period.....	24
6.8	Rules Regarding Billing and Collection Procedures.....	24
6.9	Effect of Nonpayment of Assessments; Remedies of the Association.....	24
6.10	Purposes for which Association's Funds May Be Used	25
6.11	Surplus Funds.....	26
6.12	Contribution to Reserves.....	26
6.13	Reserves	26
6.14	Community Enhancement Fee.....	27
6.15	Contribution to Working Capital.....	27
ARTICLE 7 MAINTENANCE		
7.1	Areas of Association Responsibility	27
7.2	Lots	28
7.3	Assessment of Certain Costs of Maintenance and Repair	28
7.4	Improper Maintenance and Use of Lots	28
7.5	Boundary Walls.....	28
7.6	Maintenance of Walls other than Boundary Walls	29
7.7	Nuisances, Construction Activities	29
7.8	Installation of Landscaping.....	30
ARTICLE 8 USE AND OCCUPANCY RESTRICTIONS		
8.1	Residential Use	30
8.2	Nuisances	30
8.3	Animals	31
8.4	Machinery and Equipment	31
8.5	Vehicles and Parking	32
8.6	Garages	33
8.7	Rooftop HVAC Equipment Soar Energy Device	33
8.8	Basketball Goals and Backboards.....	33
8.9	Playground Equipment	33
8.10	Rental of Lots	33
8.11	Screening Materials	34
8.12	Lights.....	34
8.13	Window Cover Materials	34
8.14	Trash Containers and Collection.....	34
8.15	Temporary Occupancy and Temporary Buildings.....	34

8.16	Antennas	35
8.17	Utility Service	35
8.18	Signs	35
8.19	Drainage.....	35
8.20	Flags and Flagpoles.....	35
 ARTICLE 9 DISPUTE RESOLUTION		36
9.1	Agreement to Resolve Certain Disputes Without Litigation	36
9.2	Notice of Claim.....	36
9.3	Mediation	36
9.4	Binding Arbitration	37
9.5	Right to Enter, Inspect, Repair and/or Replace.....	37
9.6	Use of Funds	38
9.7	Approval of Litigation	38
9.8	Statute of Limitations	38
9.9	Federal Arbitration Act.....	38
9.10	Conflicts	38
 ARTICLE 10 INSURANCE.....		40
10.1	Scope of Coverage	40
10.2	Certificates of Insurance	41
10.3	Payment of Insurance Proceeds.....	41
10.4	Repair and Replacement of Damaged or Destroyed Property	41
 ARTICLE 11 GENERAL PROVISIONS		41
11.1	Enforcement	41
11.2	Duration; Termination	43
11.3	Amendments.....	43
11.4	Interpretation	44
11.5	Severability	44
11.6	Change of Circumstances.....	44
11.7	Laws, Ordinances and Regulations	44
11.8	References to this Declaration in Deeds.....	44
11.9	Gender and Number	44
11.10	Captions and Titles	44
11.11	Notices	45

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

6 ON SIXTEEN

This Declaration of Covenants, Conditions, and Restrictions for 6 on Sixteen ("Declaration") is made this _____ day of October 2023, by Cottonwood 1, LLC, a Wyoming limited liability company (the "Declarant").

INTRODUCTION

A. The Declarant is the owner of fee title to the real property described on Exhibit A attached to this Declaration (the "Initial Covered Property").

B. The Declarant desires to reserve to the Declarant the right to expand the real property subject to this Declaration by annexing and subjecting to this Declaration all or any part of the Additional Property.

C. By executing and recording this Declaration with the County Recorder of Yavapai County, Arizona, the Declarant intends to impose upon the Project mutually beneficial covenants, conditions, restrictions, and easements to establish a flexible and reasonable procedure for the overall development, administration, maintenance, use and preservation of the Project. The Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Project and which will be binding upon all future Owners of all or any portion of Project and any other Person acquiring any right, title or interest in or to all of any portion of the Project.

D. The Declarant desires to provide for the creation of a nonprofit corporation under the laws of the State of Arizona to administer and maintain, repair and replace the Areas of Association Responsibility and to provide for the levying and collecting of Assessments and other charges by the Association for the purpose, among other things, of paying all costs and expenses incurred or to be incurred by the Association in connection with the maintenance, repair and replacement and administration of the Areas of Association Responsibility and the enforcement of the covenants, conditions and restrictions contained in this Declaration.

ARTICLE 1

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

"Additional Property" means any real property together with any other real property that is adjacent to any real property that is then subject to this Declaration. Property shall be deemed adjacent if contiguous at any point or if separated only by a street, alley, right-of-way or easement.

"Affiliate" means any Person that (either directly or indirectly, through one or more intermediaries) controls, is under common control with or is controlled by, another Person, and

any Person that is a director, trustee, officer, co-venturer, subsidiary, manager, or member of any of the foregoing. For purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Alleged Defect" means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of the Common Area or any Lot.

"Areas of Association Responsibility" means: (a) all Common Area; (b) all land, and the Improvements situated thereon, located within the boundaries of a Lot or a public right-of-way which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration, or a Supplemental Declaration, or other Recorded document executed by the Declarant or the Association; (c) all land or right-of-way easements which are dedicated to the public, the City or any other governmental body or agency, but which the Association has agreed to maintain with the approval of the governmental body or agency.

"Articles" means the Articles of Incorporation of the Association, as amended from time to time.

"Assessable Lot" means a Lot which is not Exempt Property.

"Assessment" means a Regular Assessment, Special Assessment, Enforcement Assessment or Benefited Property Assessment.

"Assessment Lien" means the lien created and imposed by Article 6.

"Assessment Period" means the period set forth in Section 6.7.

"Association" means 6 on Sixteen Homeowners Association, and its successors and assigns.

"Association Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including, but not limited to, any allocations to reserves determined by the Board to be necessary and appropriate, any funds requested by the Design Review Committee, and all other financial liabilities of the Association.

"Association Rules" means the rules adopted by the Board pursuant to Section 5.7.

"Benefited Property Assessment" means an assessment levied against less than all of the Lots pursuant to Section 6.5.

"Benefited Property Assessment Area" means a portion of the Project designated in a Supplemental Declaration as an area containing Limited Common Area or as an area in which the Association will provide Special Services.

"Benefited Property Expenses" means the actual or estimated expenses, including allocations to reserves, incurred or anticipated to be incurred by the Association for the maintenance, repair and replacement of Limited Common Areas or to provide Special Services to the Owners, Lessees and Residents in a Benefited Property Assessment Area.

"Board" or "Board of Directors" means the Board of Directors of the Association.

"Bound Parties" means: (a) the Declarant; (b) any Affiliate of the Declarant; (c) a Builder; (d) the Association; (e) all Lot Owners, Lessees and Residents; and (f) any contractor or subcontractor, architect, engineer, consultant or other Person who performs or furnishes the design, specifications, surveying, planning, supervision, testing, construction or observation of construction of the Common Area or the Lots and who agrees in writing to be bound by the provisions of Article 9.

"Builder" means (a) any Person that is regularly engaged in the business of constructing residences for the purpose of resale or lease in the ordinary course of such Person's business and that has purchased one or more Lots for the purpose of constructing a residence thereon for later sale and has been designated by Declarant as a Builder pursuant to a Recorded instrument, and (b) any land banking entity that has purchased one or more Lots for the purpose of selling the Lots to any Person that is regularly engaged in the business of constructing residences for the purpose of resale or lease in the ordinary course of such Person's business and has been designated by Declarant as a Builder pursuant to a Recorded instrument.

"Bylaws" means the Bylaws of the Association, as amended from time to time.

"City" means the City of Cottonwood, Arizona.

"Claim" means: (a) any claim or cause of action arising out of or related in any way to the planning, design, engineering, grading, construction or development of the Common Area or the Lots or any other part of the Project, including, without limitation, any claim or cause of action for construction defects with respect to the design and construction of the Common Area or the Lots; or (b) any claim or cause of action against the Declarant or a Builder or their respective employees, agents, directors, members or officers or any Affiliate of the Declarant or any Affiliate of a Builder or their respective employees, agents, directors, members or officers arising out of or in any way related to the development of the Project or the management or operation of the Association, including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty.

"Collection Costs" means all costs, fees, charges and expenditures including, without limitation, attorneys' fees (whether or not a legal action is filed), court costs, filing fees and recording fees incurred by the Association in collecting and/or enforcing payment of Assessments, monetary penalties, late fees, demand fees, interest or other amounts payable to the Association pursuant to this Declaration.

"Common Area" means all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or by any Deed in lieu of foreclosure.

"Community Documents" means, collectively, this Declaration, the Articles, the Bylaws, the Association Rules and the Design Guidelines.

"Construction" means any devegetation, excavation or grading work or the construction, erection or installation of any Improvement on a Lot.

"Design Guidelines" means the procedures, standards and guidelines adopted by the Design Review Committee pursuant to Section 3.1, as amended or supplemented from time to time.

"Declarant" means Cottonwood 1, LLC, a Wyoming limited liability company, and any Person to whom it may expressly assign any or all of its rights under this Declaration by a Recorded instrument. At any time when there is more than one Declarant, (a) all rights, exemptions, and privileges granted to Declarant that do not require an approval or vote of the Declarant for exercise shall be available to each Declarant, (b) all rights, exemptions, and privileges granted to Declarant that may be exercised as to a specific Lot or portion of the Property may be exercised only by the Declarant that owns such Lot or portion of the Property, and (c) the following rights and privileges of the Declarant shall require the written consent of the Declarants owning a majority of all Lots then owned by all Declarants: (i) annexation of Additional Property into the Declaration, pursuant to Section 2.2(a), (ii) execution and recordation of Supplemental Declarations, pursuant to Section 2.3(a), (iii) approval and execution of an amendment to a Supplemental Declaration, pursuant to Section 2.3(b), (iv) withdrawal of property from the Declaration, pursuant to Section 2.4, (v) changes or modifications to the development plan for the Project, pursuant to Section 2.6, (vi) approval of the matters described in Section 2.7, (vii) determination of the number of members on the Design Review Committee and the appointment and removal of the members of the Design Review Committee, pursuant to Section 3.1(a), (viii) grant, assignment and reservation of any easements, rights-of-way and licenses, pursuant to Sections 4.2 and 4.3, (ix) appointment and removal of the members of the Board, pursuant to Section 5.1(a), (x) approval of any encumbrance or conveyance of Common Area, pursuant to Section 5.9, (xi) approval of the termination of the Declaration, pursuant to Section 11.2, (xii) approval of an amendment to the Declaration, pursuant to Section 11.3(a), (xiii) amendment of the Declaration, pursuant to Section 11.3(b), and (xiv) any other approval or action required or permitted by the "Declarant" under this Declaration and not described in (a) or (b) above. No successor Declarant shall have any liability resulting from any actions or inactions of any preceding Declarant unless expressly assumed by the successive Declarant, in which event the preceding Declarant shall be released from liability. If there is more than one Declarant, the obligations and liabilities of each Declarant under this Declaration shall be limited to the obligations that relate to the Lots within the Project then owned by such Declarant at the time liabilities or obligations arose, such liability shall not be joint or joint and several, and a Declarant shall not be liable for the actions or inactions of another Declarant.

"Declarant Control Period" means the period commencing upon the Recording of this Declaration and ending on the earlier of (a) the date that neither the Declarant nor any Builder owns or holds an option to purchase any part of the Property or any part of the Additional Property, or (b) the date that is twenty (20) years after the date on which this Declaration is Recorded, or (c) the date on which the Declarant notifies the Association in writing that the Declarant is terminating the Declarant Control Period.

"Declaration" means this Declaration of Covenants, Conditions, and Restrictions for 6 on Sixteen, as amended from time to time.

"Design Review Committee" means the committee created pursuant to Article 3.

"Eligible Votes" means the total votes in the Association, except for any votes allocated to Owners whose voting rights have been suspended by the Association.

"Enforcement Assessment" means an assessment levied pursuant to Section 6.4.

"Exempt Property" means: (a) all Lots owned by the Declarant or an Affiliate of Declarant, except as otherwise provided in Section 6.6; and (b) all land and improvements owned by or dedicated to the City or other public or governmental agency or authority for so long as the public or governmental authority agency or authority is the owner thereof.

"First Mortgage" means any mortgage or Deed of trust on a Lot which has priority over all other mortgages and Deeds of trust on the same Lot.

"First Mortgagee" means the holder or beneficiary of any First Mortgage.

"Improvement" means: (a) a Residence or other building; (b) a fence or wall; (c) a swimming pool, tennis court, basketball goal, backboard or apparatus or playground equipment; (d) a road, driveway or parking area; (e) a tree, plant, shrub, grass or other landscaping improvement of any type and kind; (f) a statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; and (g) any other structure of any type, kind or nature.

"Lessee" means the lessee or tenant under a lease, oral or written, of any Lot including an assignee of the lessee's or tenant's interest under a lease.

"Limited Common Area" means real property, and the Improvements situated thereon, which are part of the Common Area and which are designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners, Lessees and Residents of a particular part of the Project. Limited Common Areas may include, without limitation, private streets, access gates, guardhouses, drainage or retention areas or landscape medians.

"Lot" means a parcel of land within the Project, whether improved or unimproved, intended for independent ownership and use and designated as a "lot" on a Plat and any Residence, building, structure or other Improvements situated thereon.

"Maintenance" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

"Maintenance Standard" means the standard of Maintenance of Improvements situated on Lots as established from time to time by the Board or, in the absence of any standard established by the Board, the standard of Maintenance of Improvements situated on Lots generally prevailing throughout the Project.

"Member" means a Person who is a member of the Association.

"Modification" means any addition, alteration, repair, change or other work which in any way alters the exterior appearance of any Improvement located on a Lot.

"Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

"Neighborhood Association" means any homeowners association, condominium association or similar association formed or organized pursuant to a Neighborhood Declaration.

"Neighborhood Common Area" means all real property, and all Improvements located thereon, owned or leased by a Neighborhood Association for the common use and benefit of the members of the Neighborhood Association.

"Neighborhood Declaration" means any Declaration of Covenants, Conditions and Restrictions, or similar instrument (other than this Declaration or a Supplemental Declaration) recorded against any part of the Project.

"Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Lessee. In the case of a Lot subject to a Recorded option, the optionor shall be deemed to be the Owner. Owner shall include a purchaser under a Recorded contract for the conveyance of real property subject to the provisions of Arizona Revised Statutes. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots subject to a Deed of trust pursuant to Arizona Revised Statutes, the Trustor shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

"Owner's Agent" means any employee, agent, contractor or subcontractor acting on behalf of or pursuant to a contract with an Owner.

"Permitted Motor Vehicle" means a car, mini-van, sport utility vehicle, pick-up truck, motorcycle, jeep or station wagon, except for any such vehicle that is designed or used for carrying persons, merchandise, supplies or equipment for commercial purposes.

"Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat" means any subdivision plat recorded against all or any part of the Project.

"Property" or "Project" means the real property described on Exhibit A attached to this Declaration, together with all Improvements located thereon, and any part of the Additional Property, and all Improvements situated thereon, which is annexed and subjected to this Declaration pursuant to Section 2.2.

"Purchaser" means any Person (other than the Declarant or a Builder) who becomes the Owner of a Lot, except for: (a) a Person who purchases a Lot and then leases it to the Declarant or a Builder for use as a model in connection with the sale or lease of other Lots; or (b) a Person who, in addition to purchasing a Lot, is assigned any or all of the rights of the Declarant under this Declaration.

"Recording" means placing an instrument of public record in the office of the County Recorder of Yavapai County, Arizona, and **"Recorded"** means having been so placed of public record.

"Regular Assessment" means any assessment levied and assessed pursuant to Section 6.2.

"Residence" means any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

"Resident" means each natural person occupying or residing in any Residence.

"Special Assessment" means any assessment levied and assessed pursuant to Section 6.3.

"Special Services" means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners, Lessees and Residents of a particular part of the Project. Special Services may include, without limitation, guard services (including the maintenance of guard gates or guardhouses) and landscape maintenance services for landscaping situated on Lots.

"Supplemental Declaration" means a Supplemental Declaration executed by the Declarant and Recorded pursuant to Section 2.3.

"Visible From Neighboring Property" means, with respect to any given Improvement, that such Improvement is or would be visible to a natural person six (6) feet tall, standing at ground level on any part of any Lot, Common Area, Neighborhood Common Area, any public street or other real property within or adjacent to the Project.

ARTICLE 2 **PROPERTY AND PERSONS BOUND BY DECLARATION; ESTABLISHMENT OF** **GENERAL PLAN OF DEVELOPMENT**

2.1 Purpose and Binding Effect. Declarant intends by this Declaration to impose upon the Project covenants, conditions, restrictions and easements to create a general plan of development for the Project and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use and enjoyment of the Project. The Declarant declares that all of the Project shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration which are for the purpose of protecting the value, desirability and appearance of the Project. Declarant further declares that all of the easements, restrictions, conditions and covenants in this Declaration shall run with the Project and shall be binding upon and inure to the benefit of the Declarant, the Builders and all Owners, Lessees and Residents and all other Persons having or acquiring any right, title or interest in the Project or any part thereof, their heirs, successors, successors in title and assigns. Each Person who acquires any right, title or interest in the Project, or any part thereof, agrees to abide by all of the provisions of the Community Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association.

2.2 Annexation of Additional Property.

(a) So long as either: (i) the Declarant, (ii) Cottonwood 1, LLC a Wyoming corporation (“**Cottonwood 1**”) or (iii) any Affiliate of the Declarant or Cottonwood 1 owns any Lot or any part of the Additional Property, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property. The annexation of all or any portion of the Additional Property shall be effected by the Declarant Recording a Declaration of Annexation setting forth the legal description of the Additional Property being annexed and stating that such portion of the Additional Property is annexed and subjected to this Declaration. If the portion of the Additional Property being annexed is not owned by the Declarant, the Declaration of Annexation must be signed by the Owner of fee title to the portion of the Additional Property being annexed.

(b) The Additional Property may be annexed as a whole, at one time or in one or more portions at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The Additional Property annexed by the Declarant pursuant to this Section need not be contiguous with other property already subject to this Declaration, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property. The Declarant makes no assurances as to which, if any, part of the Additional Property will be annexed.

(c) After neither the Declarant nor any Affiliate of the Declarant owns any Lot or any part of the Additional Property, the Association may annex and subject all or any part of the Additional Property to this Declaration by executing and Recording a Declaration of Annexation containing the information required for a Declaration of Annexation Recorded by the Declarant pursuant to this Section, provided the annexation is approved by Owners holding at least sixty-seven percent (67%) of the Eligible Votes, and the Declaration of Annexation is signed by the owners of fee title to the portion of the Additional Property being annexed.

2.3 Supplemental Declarations.

(a) The Declarant shall have the right to record one or more Supplemental Declarations for various parts of the Project. If the property covered by the Supplemental Declaration is not owned by the Declarant, then the Supplemental Declaration must also be signed by the owners of fee title to the property subject to the Supplemental Declaration. A Supplemental Declaration may designate Common Areas or other Areas of Association Responsibility and impose such covenants, conditions, restrictions and easements as the Declarant deems appropriate for the property subject to the Supplemental Declaration. A Supplemental Declaration may also designate Limited Common Areas, and Special Services. If a Supplemental Declaration designates any Limited Common Areas or Special Services, the Supplemental Declaration shall also designate the Benefited Property Assessment Area containing the Lots which will be subject to a Benefited Property Assessment.

(b) A Supplemental Declaration may only be amended by a written instrument executed by: (1) the Owners representing more than sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots subject to the Supplemental Declaration; (2) the Association; and (3) the Declarant so long as the Declarant or an Affiliate of the Declarant owns any Lot or any part of the Additional Property. After the expiration of the Declarant Control

Period, if an amendment to a Supplemental Declaration adds, deletes or changes any Limited Common Areas or Special Services or any Benefited Property Assessment Area, then such amendment must also be approved by at least sixty-seven percent (67%) of the votes held by Owners of Lots within such Benefited Property Assessment Area or by such greater percentage of votes as may be required by the Supplemental Declaration, and, if the proposed amendment will convert any Limited Common Areas to Common Areas maintained by the Association without a Benefited Property Assessment, by the Class A Members holding more than fifty-percent (50%) of the votes allocated to Lots owned by the Class A Members and located outside of the area formerly subject to the Benefited Property Assessment. Any amendment to a Supplemental Declaration approved in accordance with this Section shall be executed by the Association and shall be effective only upon the Recording of the Supplemental Declaration.

2.4 Withdrawal of Property. The Declarant shall have the right to withdraw property from this Declaration without the consent of any other Owner or Person. The withdrawal of all or any portion of the Project from this Declaration shall be affected by the Declarant Recording a Declaration of Withdrawal setting forth the legal description of the property being withdrawn. If the Declarant does not own the property to be withdrawn, then the Declaration of Withdrawal must be signed by the owners of fee title to the property to be withdrawn. Upon the withdrawal of any property from the Project pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in the Community Documents.

2.5 Disclaimer of Representations and Implied Covenants. The Declarant and Builders make no representation or warranty that the Project will be developed in accordance with the development plan for the Project approved by the City, as such development plan exists as of the Recording of this Declaration. Each Owner, Lessee, Resident and other Person acquiring any Lot or other property in the Project acknowledges that the development plan for the Project may be amended from time to time with the consent of the City. The Declarant and Builders make no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the Community Documents or as to the compliance of any provision of the Community Documents with public laws, ordinances, or regulations applicable to the Project. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salesmen shall be deemed to create any implied covenants, servitudes or restrictions with respect to the use of any property subject to this Declaration or any part of the Additional Property.

2.6 Development Plan. Notwithstanding any other provision of this Declaration to the contrary, the Declarant, with the approval of the City, but without obtaining the consent of any other Owner or other Person, shall have the right to make changes or modifications to the development plan for the Project previously approved by the City in any way which the Declarant desires including, but not limited to, changing the density of all or any portion of the Project owned by the Declarant or changing the nature or extent of the uses to which the Project, or any part thereof, may be devoted.

2.7 Further Subdivision, Property Restrictions, Rezoning and Timeshares. Without the prior written approval of the Declarant and the Association, no Owner other than the Declarant or an Affiliate of the Declarant shall do any of the following: (a) further subdivide a Lot or separate a Lot into smaller lots; (b) convey or transfer less than all of a Lot; (c) replat a Lot or combine a Lot with other Lot or Lots; (d) record covenants, conditions, restrictions or easements against any Lot; (e) file any application for zoning, rezoning, variances or use permits pertaining

to any Lot with the City; or (f) subject or use a Lot for any timesharing, cooperative, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

2.8 Conveyance of Common Areas. Any area designated by a Plat as “common area” shall be conveyed to the Association, and the Association shall accept such conveyance, upon the completion of the improvements to such common area in accordance with the approved plans. Such common area shall be conveyed to the Association, free of all monetary encumbrances (including mechanics’ and materialmen’s liens), except current real and personal property taxes and other easements, conditions, reservations and restrictions then of record, including without limitation, this Declaration. The foregoing shall not preclude the Association from accepting fee title to any common area tracts prior the completion of any improvements.

ARTICLE 3 **ARCHITECTURAL CONTROL**

3.1 Design Review Committee.

(a) A Design Review Committee will be established to perform the duties and exercise the power and authority imposed or granted to the Design Review Committee by the Community Documents. Until the expiration of the Declarant Control Period, the Declarant shall have the sole right to determine the number of members (up to a maximum of 5 members) on the Design Review Committee and to appoint and remove the members of the Design Review Committee. After the expiration of the Declarant Control Period, the Board shall determine the number of members (up to a maximum of 5 members) of the Design Review Committee, the members of the Design Review Committee shall be appointed and removed by the Board, and the Design Review Committee shall not include more than one member who is not an Owner residing within the Project at the time of appointment to the Design Review Committee. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Design Review Committee, and in that event the Declarant may require that until the expiration of the Declarant Control Period, specified actions of the Design Review Committee, as described in a Recorded instrument executed by the Declarant, must be approved by the Declarant before they become effective. All approvals and disapprovals of the matters by the Design Review Committee must be in writing.

(b) The Design Review Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. The Design Guidelines may include, without limitation, provisions regarding: (1) the size and height of Residences, buildings or other improvements; (2) architectural style or design; (3) placement of Residences and other buildings including establishing building envelopes; (4) landscaping design, content and conformance with the character of the Project and permitted and prohibited plants, trees or bushes; (5) requirements concerning exterior color schemes, exterior finishes and materials; (6) signage; (7) perimeter and screen wall design and appearance; (8) time periods for commencement and completion of any approved Construction or Modification; and (9) rules and regulations governing construction activities; and (10) standards and procedures for submissions and approval of plans. After the expiration of the Declarant Control Period, any repeal or amendment of the Design Guidelines must be approved by the Board. Any approval by the Design Review Committee of standard plans for use by a Builder shall apply to all Lots on which such Builder desires to use

such plans and shall not be subject to subsequent rescission or modification without the Builder's consent.

3.2 Approval Required.

(a) No Construction or Modification shall be made or done without the prior written approval of the Design Review Committee; provided, however, that the provisions of this Article do not apply to, and approval of the Design Review Committee shall not be required for, any Construction or Modification or any other work made by, or on behalf of, the Declarant or any Affiliate of the Declarant. In addition, the provisions of this Section 3.2 do not apply to, and approval of the Design Review Committee shall not be required for, any Construction or Modification or any other work made by, or on behalf of, a Builder pursuant to plans approved by the Declarant.

(b) The Design Review Committee may exempt certain Construction or Modification from the application and approval requirements of this Article 3, provided such Construction or Modification is undertaken in strict compliance with the requirements of such exemption. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild an Improvement in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Residence or other building without approval so long as such activity does not affect the exterior appearance of the Residence or building. In addition, any Owner may undertake routine maintenance, trimming, mowing, etc. of any trees, plants, shrubs, grass or other landscaping improvement of any type and kind, and of any a statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind, placed on such Owner's Lot by Owner in compliance with the Community Documents without being required to obtain approval of the Design Review Committee.

(c) Any Owner desiring approval of the Design Review Committee for any Construction or Modification shall submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the Construction or Modification which the Owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials and location of the Improvements and such other information as may be required by the Design Guidelines. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans and specifications which the Design Review Committee may request.

(d) In the event that the Design Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after the complete application, together with any fee payable pursuant to Section 3.7 and all supporting information, plans and specifications requested by the Design Review Committee, have been received by the Design Review Committee, the application will be deemed disapproved and Owner shall resubmit in accordance with the terms of this Article 3. The approval by the Design Review Committee of any Construction or Modification shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any Construction or Modification subsequently submitted for approval.

(e) The Design Review Committee may delegate to a Neighborhood Association the authority to review and approve or disapprove any Construction or Modification within the property subject to the jurisdiction of the Neighborhood Association. Any delegation by the Design Review Committee of its authority or power under this Article 3 shall be subject to such conditions and limitations as may be imposed by the Design Review Committee and may be revoked at any time by the Design Review Committee by written notice to the Neighborhood Association to whom the power or authority had been delegated.

3.3 Review of Plans.

(a) In reviewing plans and specifications for any Construction or Modification, the Design Review Committee may consider any and all factors which the Design Review Committee, in its sole and absolute discretion, determines to be relevant including, but not limited to: (1) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the Design Review Committee but not yet constructed; (2) the location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Area and other structures; (3) the exterior design, finish materials and color of the proposed Improvements; and (4) compliance of the proposed Improvements with this Declaration and the Design Guidelines. The Design Review Committee may disapprove plans and specifications for any Construction or Modification even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the Design Review Committee, determines that the proposed Construction or Modification, or some aspect or portion thereof, is undesirable or unattractive.

(b) Decisions of the Design Review Committee may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and attractiveness of certain Improvements. Each Owner agrees that the decision of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration, subject to an appeal of the decision to the Board as provided in this Section.

(c) The approval required of the Design Review Committee pursuant to this Article 3 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

(d) All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations onto any Lot.

(e) After the expiration of the Declarant Control Period, any Owner aggrieved by a decision of the Design Review Committee may appeal the Design Review Committee's decision to the Board of Directors. Any appeal to the Board of Directors shall be made in accordance with such procedures as may be adopted by the Board of Directors.

3.4 Variances. The Design Review Committee may grant variances from compliance with any provision of the Design Guidelines in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, natural obstructions, economic or procedural hardship, or aesthetic or environmental considerations so require, and the Design Review Committee determines, that the objective of the particular requirement can still be

achieved. No variance approved by the Design Review Committee shall be effective until the variance is set forth in a written document signed by or on behalf of the Design Review Committee. No variance shall amend or modify any provision of this Declaration or prevent the Design Review Committee from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency or the issuance of any license or permit, or to comply with the terms of any financing shall not constitute an economic or procedural hardship.

3.5 Construction of Improvements. Upon receipt of approval from the Design Review Committee for any Construction or Modification, the Owner who had requested such approval shall proceed with the Construction or Modification approved by the Design Review Committee as soon as practicable and within such time as may be prescribed by the Design Review Committee. After commencement of the approved construction or modification, the Owner shall diligently pursue such Construction or Modification so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Design Review Committee.

3.6 No Changes Without Approval. Any Construction or Modification approved by the Design Review Committee must be done or performed in accordance with the plans and specifications approved by the Design Review Committee. No change, deletion or addition to the plans and specifications approved by the Design Review Committee may be made without the prior written approval of the Design Review Committee. The Design Review Committee shall not prohibit a Construction or Modification that is required by applicable law, provided, that the Design Review Committee may impose reasonable requirements (including reasonable alternatives to the proposed Construction or Modification) for the manner in which such legal requirement is satisfied.

3.7 Review Fee. The Design Review Committee shall have the right to charge a fee for reviewing requests for approval of any Construction or Modification, which fee shall be payable by the Owner at the time the application for approval is submitted to the Design Review Committee. The fee charged by the Design Review Committee may include the actual or estimated fees or costs incurred or anticipated to be incurred by the Design Review Committee in processing the application and in consulting with, or having the application reviewed by, architects, engineers or other professionals. The Design Review Committee may retain architects, engineers or other persons as deemed necessary to review applications. The Builders shall not be required to pay a design review fee for any Construction or Modification.

3.8 No Warranty; Limitation of Liability. The approval by the Design Review Committee of any Construction or Modification shall not be deemed a warranty or representation by the Design Review Committee as to the quality of such Construction or Modification or that such Construction or Modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation. The Design Review Committee shall not be liable or bear any responsibility for any of the following: (a) ensuring the structural integrity, quality, soundness or workmanship of any Construction or Modification approved by the Design Review Committee, (b) ensuring compliance with building codes or other governmental requirements; or (c) ensuring that all Improvements are of comparable quality, value, size or similar design.

3.9 Improvements to Areas of Association Responsibility. If plans and specifications submitted to the Design Review Committee pertain to an Improvement which is

within an Area of Association Responsibility so that the Association is responsible for the maintenance, repair and replacement of such Improvement, the Design Review Committee may condition its approval of the plans and specifications for the proposed Construction or Modification on the agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such Improvement. This Section shall not apply to the initial Improvements constructed by Builders within the Project.

3.10 Compliance Deposit. The Design Review Committee shall have the right, on a case-by-case basis and in its sole discretion, to condition the approval by the Design Review Committee of plans submitted by an Owner, upon the receipt by Design Review Committee of a deposit (the "**Compliance Deposit**") to secure the performance of the Owner's obligations under Section 7.7 to clean up and/or remove equipment, building materials, dirt, debris and similar materials, and to protect from damage and repair any damage to improvements sustained, in connection with construction activities by or for the benefit of Owner and to ensure that the Construction or Modification will be made in accordance with the plans and specifications approved by the Design Review Committee. The Compliance Deposit shall be in such amount as may reasonably be determined by the Design Review Committee. The Design Review Committee shall not require a Compliance Deposit from a Builder. The Design Review Committee may apply the Compliance Deposit toward payment of any of the following: (a) any costs incurred by the Design Review Committee with respect to any construction cleanup or removal required and/or the repair or replacement of any damaged or destroyed Improvements, the cost for which the Owner is responsible under Section 7.7; (b) any costs incurred by the Design Review Committee in connection with the inspection of the Construction or Modification to ascertain whether the Construction or Modification is being made in accordance with the approved plans; and (c) any attorney fees, court costs and other costs (including, but not limited to, costs incurred to correct the violation) incurred by the Design Review Committee or the Association in connection with any violation of the Community Documents related directly or indirectly to the Construction or Modification. Following receipt by the Design Review Committee of a written request from an Owner delivered subsequent to the completion of the Construction or Modification, and following confirmation by the Design Review Committee that any necessary cleanup work or damages attributable to the Owner or the Owner's Agent has been properly performed, repaired or replaced, as applicable, that all costs attributable to the Owner in connection therewith have been paid in full and that the Construction or Modification was made in accordance with the plans and specifications approved by the Design Review Committee, the Design Review Committee shall return to such Owner the unapplied portion of the Owner's Compliance Deposit. The liability of an Owner to promptly cleanup such Owner's Lot and any surrounding area of the Project and to repair or replace any improvements damaged or destroyed by an Owner or the Owner's Agent shall not be limited to the amount of such Owner's Compliance Deposit, and in no event shall the posting of a Compliance Deposit limit or prejudice the right of the Design Review Committee or the Association to pursue any available legal remedies against the Owner or any of Owner's Agents causing the need for cleanup or causing the damage or destruction.

ARTICLE 4

EASEMENTS AND DEVELOPMENT RIGHTS

4.1 Easements for Use of Common Area.

(a) Every Owner, Lessee and Resident and their guests shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:

(1) The right of the Association, subject to Section 5.9, to dedicate, convey, transfer, lease or encumber the Common Area; provided, however, that if access to a Lot is over any part of the Common Area, any conveyance, lease or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of the Owner, Lessees and Residents of the Lot and their guests and invitees;

(2) The right of the Board to adopt rules, regulations or policies regulating the use of the Common Area including rules, regulations and policies limiting the number of guests who may use the Common Area and restricting or prohibiting access to such portions of the Common Area not intended for use by the Owners, Lessees or Residents, including without limitation landscaped areas and areas designated for use as natural area open space;

(3) The right of the Association to suspend the right of an Owner and such Owner's family, tenants and guests to use the Common Area (other than the right of an Owner and such Owner's family, tenants and guests to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than forty-five (45) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Community Documents (a "**Non-Monetary Violation**") and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation, provided, however, that if a Non-Monetary Violation cannot be cured within such fifteen (15) day period, the Owner shall have an additional reasonable period of time, not to exceed forty-five (45) days, within which to cure the Non-Monetary Violation on condition that such Owner has begun such cure within said fifteen (15) day period and thereafter works diligently to complete the cure;

(4) The rights and easements reserved by or granted to the Declarant, or a Builder by the Community Documents;

(5) The right of the Association to rent or lease any portion of the Common Area on a short-term basis to an Owner or

Resident for the exclusive use of such Owner or Residents and their guests and invitees;

(6) The right of the Association to charge reasonable admission or other fees for the use of any recreational facility or amenity situated on the Common Area;

(7) The right of the Association to permit the use of any recreational facility or amenity situated on the Common Area by Persons other than Owners or Residents and their guests upon payment of such fees as may be established by the Board; and

(8) The rights and easements, if any, reserved or granted to the Declarant, a Builder or any other Person in the Deed conveying the Common Area to the Association.

(b) The right of easement and enjoyment of the Common Area may not be transferred or assigned except upon the conveyance or transfer of the Lot to which such right is appurtenant.

(c) Notwithstanding any other provision of this Section to the contrary, the right to use and enjoy any Limited Common Area shall only extend to the Owners and Residents designated in the Supplemental Declaration establishing such Limited Common Area as the Owners and Residents solely or primarily benefited by the Limited Common Area.

4.2 Utility and Development Easements. A non-exclusive, perpetual blanket easement is hereby granted over, under and through the Common Area and any public utility easements shown on any Plat executed by a Declarant or approved by the Declarant or the Association for any of the following purposes: (a) installing, constructing, operating, maintaining, repairing or replacing equipment used to provide to any portion of the Project or adjacent land any utilities (including, without limitation, water, sewer, drainage, gas, electricity, telephone, digital and other data transmission service and television service), whether public or private; and (b) install, construct, operate, maintain, repair and replace such equipment; and (c) access on and through the Common area to each lot for emergency vehicle access. Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility shall be installed or relocated only where permitted by the Declarant or the Design Review Committee or, where contemplated on any site plan approved by the Declarant or the Design Review Committee. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Declarant or the Design Review Committee. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition as soon as possible.

4.3 Rights and Easements to Facilitate Development.

(a) The Declarant hereby reserves to itself and its successors and assigns a non-exclusive blanket easement over and through the Project for all purposes reasonably related to the completion of Improvements in the Project.

(b) The Declarant hereby reserves to itself, its successors and assigns the right and easement to do any of the following: (1) use any Lots owned or leased by the Declarant, any other Lot with written consent of the Owner thereof, or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office or model home parking areas; and (2) install and maintain on the Common Area, any Lot owned or leased by the Declarant or any other Lot with the consent of the Owner thereof, such marketing or promotional flags and flag poles and such marketing, promotional, identification, direction or other signs which the Declarant deems necessary for the development, sale or lease of Lots in the Project. The Declarant shall have the right to grant and reserve easements, rights-of-way and licenses over and through the Common Area for the purposes set forth in this Section or for any other purpose necessary or desirable for the orderly development of the Project. The Declarant may make any dedications and grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

(c) Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements and rights granted or reserved to the Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all of Project by the Declarant. Upon written request of the Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(d) The Declarant hereby grants to the Builder and the Builder's agents, employees and contractors the right and easement to do any of the following: (1) use any Lots owned or leased by the Builder, any other Lot (with written consent of the Owner thereof) or any portion of the Common Area (with the prior written consent of Declarant) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office or model home parking areas; and (2) install and maintain on the Common Area (with the prior written consent of the Declarant), any Lot owned or leased by the Builder or any other Lot (with the consent of the Owner thereof), such marketing or promotional flags and flag poles and such marketing, promotional, identification, direction or other signs which the Builder deems necessary for the development, sale or lease of Lots in the Project.

(e) In the event of any conflict or inconsistency between this Section and any other provision of the Community Documents, this Section shall prevail.

4.4 Easement for Private Street Maintenance, Emergency Access and Enforcement. The Association and its directors, officers, agents, and employees, and the Design Review Committee and its directors, officers, agents and employees are hereby granted an easement and right of access over and through any Lots (excluding the interior of any Residence) for the following purposes: (a) the exercise and discharge of their respective powers and

responsibilities under the Community Documents; (b) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications for such Improvements approved by the Design Review Committee and that all Improvements are being properly maintained as required by the Community Documents; (c) correcting any condition originating in a Lot or in any Common Area threatening another Lot, the Common Area or any Neighborhood Common Area; (d) performing installations or Maintenance of utilities, landscaping or other Improvements located on Areas of Association Responsibility situated within the boundaries of the Lots; (e) correcting any condition which violates the Community Documents; and (f) provisions for emergency vehicle access on and through each lot within the Common Area.

4.5 Easements for Encroachments. If any Improvement on any Lot, Common Area or Neighborhood Common Area now or hereafter encroaches on any other property by reason of the original construction thereof, deviations within normal construction tolerances in the Maintenance of any Improvement or the settling or shifting of any land or Improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching Improvement shall also have an easement for the limited purpose of Maintenance of the encroaching Improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's gross negligence or willful misconduct.

ARTICLE 5 **THE ASSOCIATION**

5.1 Formation and Powers of the Association.

(a) The Association shall be an Arizona nonprofit corporation. The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Arizona law and all powers necessary or desirable to do any of the following: (1) perform the Association's duties and obligations under the Community Documents or imposed by law; (2) exercise the rights and powers of the Association set forth in the Community Documents; and (3) foster and promote the common good and general welfare of the Project, the Owners, Residents and Lessees, and the surrounding community. The Association may exercise any right or privilege given to the Association expressly by the Community Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Community Documents or reasonably necessary to effectuate any such right or privilege. The Association shall be managed by a Board of Directors. Until the expiration of the Declarant Control Period, the Declarant shall have the right to appoint and remove the members of the Board. After the expiration of the Declarant Control Period, the members of the Board shall be elected by the Owners in accordance with the Articles and Bylaws, and the Board shall not include more than one director who is not an Owner residing within the Project at the time of their election to the Board. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Board, and in that event the Declarant may require that until the expiration of the Declarant Control Period, specified actions of the Board, as described in a Recorded instrument executed by the Declarant, must be approved by the Declarant before they become effective. The Association shall not be dissolved unless another entity has agreed to assume the operation and maintenance responsibilities of the Association under the Community Documents.

(b) The Association may create profit or nonprofit subsidiaries which may be tax-exempt organizations and delegate to such subsidiaries portions of the powers and authority of

the Association under the Community Documents. The Association may engage in activities to benefit persons other than Owners, Lessees and Residents and may operate, manage and maintain property not owned by the Association (including, without limitation, property dedicated to public use) if the Association determines in its discretion that such action confers some benefit upon the Project.

5.2 Authorized Community Activities, Services and Programs.

(a) The Association may organize, fund and administer community-building activities, services and programs as the Association deems necessary, desirable or appropriate. Examples of such activities, services and programs include, but are not limited to, the following:

- (1) Operation and management of the Areas of Association Responsibility;
- (2) Primary and adult education programs;
- (3) Recreation and social programs;
- (4) Activities designed to promote compliance with the Community Documents through education and communication;
- (5) Public relations activities on behalf the Project;
- (6) Cultural, arts, environmental and wellness programs;
- (7) Community service activities for the benefit of Owners, Lessees or Residents of the Project and the surrounding community;
- (8) Community internet and intranet sites;
- (9) Charter clubs and other volunteer organizations and activities; and
- (10) Other services, activities and programs which enhance the sense of community in the Project.

(b) Nothing in this Section shall be construed as a representation by the Declarant or the Association as to what, if any, activities, services and programs will be provided by the Association. In addition, the Association may modify or cancel existing activities, services and programs in its discretion. Nonuse of any activities, services or programs offered by the Association shall not exempt any Owner from the obligation to pay Assessments.

5.3 Relationship with Other Entities. The Association may enter into cooperative agreements and expend funds for facilities, services and activities which benefit the Project and the surrounding community. The Association may provide, or provide for, such services and facilities for all of the Owners, Lessees and Residents and their Lots, and the Association is authorized to enter into and terminate contracts or agreements with other entities, including the Declarant or any Affiliate of the Declarant, to provide such services and facilities. The Association

may charge use or service fees for any such services and facilities provided, but may also include all or a portion of the cost thereof in the Association's budget as an Association Expense and assess it as part of the Regular Assessment if the services and facilities are provided to all Lots or may also include all or a portion of the cost thereof in a Benefited Property Assessment if the services and facilities are provided to less than all of the Lots. In any contracts or agreements with third parties for the provision of services within the Project, the Association may assign to the service provider the right to bill Owners directly and to pursue all legal or equitable remedies otherwise available to the Association for the collection of such bills.

5.4 Oversight of Neighborhood Associations. The Association shall have oversight authority over any action taken or proposed by a Neighborhood Association and may, in its discretion, veto any action or decision of a Neighborhood Association determined to be contrary to the general scheme of development for the Project. In addition, the Association shall have the power to take action against, or require that specific action be taken by, a Neighborhood Association, and to enforce the terms of any Neighborhood Declaration. Such actions may include requiring specific maintenance or repairs to Neighborhood Common Area.

5.5 Identity of Members. The members of the Association shall be Owners of the Lots. All Owners of Lots shall be mandatory members of the Association. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be limited to the Declarant and the Owners of Lots. Each such membership shall be appurtenant to and may not be separated from ownership of the Lot to which the membership is attributable, and joint ownership or ownership of undivided interests in any real property which established a membership shall not cause there to be more memberships than the number established for purposes of this Section 5.5. There shall be one (1) membership for each Lot.

5.6 Classes of Members and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners of Lots, except for the Declarant. Each Class A member shall be entitled to one (1) vote for each Lot owned by such Member.

Class B. The Class B members shall be the Declarant and Builder. Each Class B member shall be entitled to three (3) votes for each Lot owned by such Class B member.

5.7 The Association Rules. The Board may adopt, amend and repeal rules and regulations pertaining to any of the following: (a) the management, operation and use of the Areas of Association Responsibility including, but not limited to, any recreational facilities situated upon the Areas of Association Responsibility; and (b) minimum standards for the Maintenance of Lots. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

5.8 Personal Liability. No director, officer, employee or agent of the Association or the Design Review Committee or of any committee of the Association, and no other Person acting on behalf of the Association or the Design Review Committee shall be personally liable to any Person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such Person's duties and responsibilities under the Community Documents provided such Person acted in good faith.

5.9 Conveyance, Lease or Encumbrance of Common Area. The Association may dedicate parts of the Common Area to the City or any public agency, authority or utility for such purposes and subject to such conditions as the Board may determine to be in the best interests of the Project. The Association may convey portions of the Common Area for the purpose of adjusting the boundary lines between the Common Area, Limited Common Area and adjoining Lots or dedicated rights-of-way. The Association may grant permits, licenses and easements on, over, under and through the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project. The Association may lease all or any part of the Common Area for such purposes and on such terms and conditions as the Board determines to be necessary or desirable; provided, however, that any lease entered in to after the expiration of the Declarant Control Period must be approved by Owners entitled to cast more than fifty percent (50%) of the Eligible Votes. After the expiration of the Declarant Control Period, the Common Area shall not be mortgaged or conveyed by the Association without the prior written consent or affirmative vote of Members holding at least sixty-seven percent (67%) of the Eligible Votes and by the Declarant so long as the Declarant or any Affiliate of Declarant owns any Lot or any part of the Additional Property.

ARTICLE 6 **COVENANT FOR ASSESSMENTS AND CREATION OF LIEN**

6.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, by becoming the Owner of a Lot, is deemed to covenant and agree to pay to the Association all Assessments, Collection Costs and all other fees and costs which may become payable by the Owner to the Association under the Community Documents. All Assessments shall be established and collected as provided in this Declaration. Each Assessment, together with all interest thereon, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them. No Owner shall be exempt from liability for Assessments because of such Owner's non-use of the Common Area, abandonment of such Owner's Lot or other circumstance. The obligation to pay Assessments is a separate and independent obligation on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association, the Board or the Design Review Committee to take some action or perform some function required of them. Neither the Declarant nor any Affiliate of the Declarant shall be obligated to pay any Assessments, and the Association shall not levy any Assessment or other fee or charge of any kind against any Lot owned by the Declarant nor any Affiliate of the Declarant.

6.2 Regular Assessments.

(a) At least thirty (30) days prior to the commencement of each Assessment Period, the Board shall prepare and adopt a budget (the "**Budget**") of the estimated Association Expenses for the next Assessment Period, including any contribution to be made to a reserve fund.

The Budget shall also reflect the sources and estimated amount of funds required to pay such Association Expenses, which sources may include any surplus to be applied from prior years, any income expected from sources other than Assessments and the amount to be generated through Assessments against the Lots. The Budget shall separately reflect any Benefited Property Expenses.

(b) Concurrently with the adoption of the Budget, the Board shall determine the amount of the Regular Assessment for each Assessable Lot. The Regular Assessment shall be the same amount for each Assessable Lot. The amount of the Regular Assessment for an Assessment Period for each Assessable Lot shall be calculated by dividing the Budget amount for the applicable Assessment Period, which Budget amount shall be based on the completed Project, by the total number of Lots within the Property and the number of Lots reasonably estimated by the Board to be included in the Annexable Property. The amount of increase, if any, in the Regular Assessment from one Assessment Period to the next Assessment Period shall be subject to such limitations as may be imposed by Arizona law.

(c) The Board shall give notice of the Regular Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Regular Assessment established by the Board nor relieve any Owner from its obligation to pay the Regular Assessment. If the Board fails to adopt a Budget for any Assessment Period, then until and unless such Budget is adopted and a Regular Assessment is levied by the Board for such Assessment Period, the amount of the Regular Assessment for the immediately preceding Assessment Period shall remain in effect.

(d) If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Association Expenses for any reason, including, without limitation, nonpayment of Assessments, the Board may amend the Budget and increase the Regular Assessment for that Assessment Period and the revised Regular Assessment shall commence on the date designated by the Board.

6.3 Special Assessments. The Association may levy against each Assessable Lot a Special Assessment for the purpose of obtaining funds to pay the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Area (including fixtures and personal property related thereto), or to pay unbudgeted expenses or expenses in excess of the amount budgeted. The Special Assessment shall be the same amount for each Assessable Lot. After the termination of the Declarant Control Period, any Special Assessment must be approved by Members holding at least sixty-seven percent (67%) of the votes cast with respect to the proposed Special Assessment. The presence in person or by absentee ballot of Members holding more than fifty percent (50%) of the Eligible Votes shall constitute a quorum for any vote with respect to a proposed Special Assessment.

6.4 Enforcement Assessment. The Association may impose against an Owner as an Enforcement Assessment any Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner; and any monetary penalties levied against the Owner. The Enforcement Assessment shall be automatically imposed against an Owner at such time as the Collection Cost or other amounts are incurred by the Association or, in the case of a monetary penalty, the date the monetary penalty is imposed on the Owner by the Board.

6.5 Benefited Property Assessments. All Association Expenses pertaining to the Maintenance of Limited Common Areas or pertaining to the providing of Special Services shall be shown separately in the budget adopted by the Board. The Association Expenses pertaining to the Maintenance of a Limited Common Area or to the providing of Special Services shall be assessed solely against the Lots within the Benefited Property Assessment Area as established by the Supplemental Declaration designating the Benefited Property Assessment Area. No Association Expenses pertaining to the Maintenance of Limited Common Area or pertaining to providing Special Services shall be used in computing the Regular Assessments to be levied pursuant to Section 6.2. Unless otherwise provided for in the applicable Supplemental Declaration, Benefited Property Assessments shall be levied against the Assessable Lots within the Benefited Property Assessment Area at a uniform amount per Assessable Lot. If the Board determines during any Assessment Period that any Benefited Property Assessment is, or will, become inadequate to pay all Association Expenses to be paid by the Benefited Property Assessment for any reason, including, without limitation, nonpayment of Benefited Property Assessments by Owners, the Board may increase the Benefited Property Assessment for that Assessment Period and the revised Benefited Property Assessment shall commence on the date designated by the Board.

6.6 Reduced Assessments; Deficiencies.

(a) A Builder shall be obligated to pay only twenty-five percent (25%) of the Regular Assessments attributable to any Lot owned by such Builder until the earlier of the date on which the Lot is conveyed to a Purchaser or thirty-six (36) months after the date the Builder acquires the Lot. If a Lot ceases to qualify for the reduced twenty-five percent (25%) rate of Assessment during any Assessment Period, the Regular Assessment shall be prorated between the applicable rates on the basis of the number of days in the Assessment Period that the Lot qualified for each rate.

(b) The Lots owned by a Declarant are not Assessable Lots and therefore Declarant is exempt from payment of Regular Assessments on Lots owned by the Declarant. If a Lot ceases to be owned by Declarant and therefore becomes subject to Assessment during any Assessment Period, the Assessment shall be prorated on the basis of the number of days in the Assessment Period that the Lot is not owned by Declarant.

(c) From and after the first Assessment Period, the Declarant and each Builder paying reduced assessments pursuant to Section 6.6(a) above shall pay to the Association such funds ("**Deficiency Payments**") as may be necessary, when added to the Regular Assessments, to pay all Association Expenses of the Association as they become due. From and after the first Assessment Period, in no event shall the Declarant or any Builder be obligated to contribute funds to the Association in excess of the amount of Regular Assessments that would have been payable by the Declarant or Builder if the Lots owned by the Declarant or Builder had been assessed as Assessable Lots and at the full rate of Regular Assessment. Any Deficiency Payments shall be allocated among Declarant and the Builders on the basis of the respective number of Lots owned by each of them as of the date that the Board determines payment is necessary under this Section. Payments under this Section shall be made by Declarant and Builders on such basis as the Board may determine from time to time, but in no event more often than monthly or less often than annually. Any estimated payment by the Declarant or the Builders in excess of such Person's actual obligation for Deficiency Payments shall, at Declarant's option, be credited toward payment of Declarant's and such Builder's next due Deficiency Payment or refunded to the applicable payor.

6.7 Assessment Period. The period for which the Regular Assessment and Benefited Property Assessments shall be levied shall be the calendar year, except that the first Assessment Period shall commence on the first day of the first month after the transfer to the Association of any Common Area, and the first Assessment Period shall terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period, including the Assessment Period for Additional Property.

Notwithstanding anything stated to the contrary herein, upon annexation of any Additional Property, unless otherwise provided in the Declaration of Annexation, the Owners of Lots within the annexed Additional Property shall have no obligation to pay Assessments until the first Lot within the annexed Additional Property is conveyed to a Purchaser, or the first Common Area tract within the annexed Additional Property is transferred to and accepted for maintenance by the Association, whichever is earlier.

6.8 Rules Regarding Billing and Collection Procedures. Regular Assessments and Benefited Property Assessments shall be collected on a monthly basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The failure of the Association to send a bill to an Owner shall not relieve any Owner of such Owner's liability for any Assessment or charge under this Declaration. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period, but successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

6.9 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Any Assessment, or any installment of an Assessment, not paid within fifteen (15) days after the Assessment, or the installment of the Assessment, first became due shall bear interest from the due date at the rate of ten percent (10%) per annum or such other rate of interest as may be established by the Board from time to time. In addition, the Board may establish a late fee to be charged to any Owner who has not paid any Assessment, or any installment of an Assessment, within fifteen (15) days after such payment was due, subject to any limitations imposed by applicable law.

(b) The Association shall have a lien on each Lot for any Assessment levied against that Lot from the time the Assessment becomes due and for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments. The Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may be foreclosed in the same manner as a mortgage on real estate. Fees, charges, late charges, monetary penalties and interest charged pursuant to Arizona Revised Statutes, other than charges for late payment of Assessments, are not enforceable as Assessments under this Section 6.9. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment of the Assessment becomes due. The Association has a lien for fees, charges, late charges (other than charges for late payment of Assessments), monetary penalties or interest charged pursuant to Arizona Revised Statutes after the entry of a judgment in a civil suit for those fees, charges, late charges, monetary

penalties, or interest from a court of competent jurisdiction and the recording of that judgment in the records of the County Recorder of Yavapai County, Arizona, as otherwise provided by law. The Association's lien for monies other than for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may not be foreclosed and is effective only on conveyance of any interest in the Lot. The recording of this Declaration constitutes record notice and perfection of the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Association's lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments which are secured by the Association's lien. If the Association records a notice of lien, the Association may charge the Owner of the Lot against which the Notice of Lien is Recorded a lien fee in an amount established from time to time by the Board.

(c) The Assessment Lien shall have priority over all liens or claims except for: (1) liens and encumbrances Recorded before the Recording of this Declaration; (2) liens for real estate taxes and other governmental assessments and charges; and (3) the lien of any First Mortgage or seller's interest in a first contract for sale recorded prior to the Assessment Lien. Any First Mortgagee or any other Person acquiring title or coming into possession of a Lot through foreclosure of the First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a Deed in lieu of foreclosure shall acquire title free and clear of any claims for unpaid assessments and charges against the Lot which became payable prior to the acquisition of such Lot by the First Mortgagee or other Person. Any Assessments and charges against the Lot which accrue prior to such sale or transfer shall remain the obligation of the defaulting Owner of the Lot.

(d) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments and any other sums due to the Association in any manner allowed by law including, but not limited to: (1) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien; or (2) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

6.10 Purposes for which Association's Funds May Be Used. The Association may use all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the purpose of any of the following: (a) discharging and performing the Association's duties and obligations under the Community Documents or applicable law; (b) exercising the rights and powers granted to the Association by the Community Documents or applicable law; (c) providing for promotion activities and services the Board deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Project and the Owners, Lessees and Residents; (d) contracting for services (including, without limitation, cable television) to be provided to Owners, Lessees and Residents; (e) providing the Design Review Committee with

such funds as may be requested by the Design Review Committee; and (f) taking such other action as the Association deems necessary, appropriate or desirable for the management and administration of the Association or for the benefit of the Association or of the Project.

6.11 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Regular Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the financial security of the Association and the accomplishment of its purposes.

6.12 Contribution to Reserves.

(a) Except as otherwise provided in this Section, each Purchaser shall pay to the Association, immediately upon becoming the Owner of a Lot, a contribution in the amount of one-sixth (1/6th) of the amount of the annual Regular Assessment (the "**Reserve Contribution**") to the reserves to be established pursuant to Section 6.13. The Board of Directors may from time to time thereafter increase or decrease the amount of the Reserve Contribution, but following the expiration of the Declarant Control Period the amount of the Reserve Contribution may not be increased by the Board of Directors by more than twenty percent (20%) during any twelve month period without the approval of Members holding more than fifty percent (50%) of the Eligible Votes. The Reserve Contribution shall be deemed a contribution to the capital of the Association.

(b) No Reserve Contribution shall be payable with respect to the following: (1) the transfer or conveyance of a Lot by devise or intestate succession; (2) a transfer or conveyance of a Lot to a family trust, family limited partnership or other Person for bona fide estate planning purposes; (3) a transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the Reserve Contribution; or (4) the transfer or conveyance of a Lot as a result of a trustee's sale under a Deed of trust, the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. 33-741, et seq.

6.13 Reserves. The Board shall establish reserves for the future periodic maintenance, repair or replacement of the major components of the Areas of the Association Responsibility. The reserves may be funded from Regular Assessments, the Reserve Contributions paid pursuant to Section 6.12 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "**Reserve Account**") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. To assist the Board in determining the appropriate amount of reserves, the Board shall obtain a reserve study at least once every three (3) years, which study shall at a minimum include the following: (a) identification of the major components of the Project which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years; (b) identification of the probable remaining useful life of the identified major components as of the date of the study; (c) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life; and (d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the

identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

6.14 Community Enhancement Fee. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a community enhancement fee in such amount as is established from time to time by the Board to compensate the Association for the administrative cost resulting from the transfer of a Lot. The community enhancement fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver to a purchaser under A.R.S. § 33-1806A and, therefore, the community enhancement fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. § 33-1806C.

6.15 Contribution to Working Capital.

(a) Except as otherwise provided in this Section, each Purchaser of a Lot shall pay to the Association, immediately upon becoming the Owner of a Lot, a contribution in the amount of one-sixth (1/6th) of the amount of the annual Regular Assessment (the "**Working Capital Contribution**"). The Working Capital Contributions may be used by the Association for payment of operating expenses or any other purpose permitted under this Declaration including the establishment of reserves. The Board of Directors may from time to time thereafter increase or decrease the amount of the Working Capital Contribution, but following the expiration of the Declarant Control Period the amount of the Working Capital Contribution may not be increased by the Board of Directors by more than twenty percent (20%) during any twelve month period without the approval of Members holding more than fifty percent (50%) of the Eligible Votes. The Working Capital Contribution shall be deemed a contribution to the capital of the Association.

(b) No Working Capital Contribution shall be payable with respect to the following: (1) the transfer or conveyance of a Lot by devise or intestate succession; (2) a transfer or conveyance of a Lot to a family trust, family limited partnership or other Person for bona fide estate planning purposes; (3) a transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the Working Capital Contribution; or (4) the transfer or conveyance of a Lot as a result of a trustee's sale under a Deed of trust, the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. 33-741, et seq.

ARTICLE 7
MAINTENANCE

7.1 Areas of Association Responsibility. The Association shall be responsible for the management, operation and Maintenance of all Areas of Association Responsibility, and all Improvements located thereon, except for any part of the Areas of Association Responsibility which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate Maintenance of all Areas of Association Responsibility, but the Areas of Association Responsibility, and the Improvements located thereon, shall be maintained in good condition and repair at all times. No Owner, Resident or other Person shall construct or install any Improvements on the Areas of Association Responsibility or alter, modify or remove

any Improvements situated on the Areas of Association Responsibility without the approval of the Board. No Owner, Resident or other Person shall obstruct or interfere with the Association in the performance of the Association's management, operation or Maintenance of the Areas of Association Responsibility, and the Improvements located thereon.

7.2 Lots. Each Owner of a Lot shall be responsible for the Maintenance of his Lot, and all buildings, Residences, landscaping or other Improvements situated thereon, except for any portion of the Lot, or any Improvement situated thereon, which is an Area of Association Responsibility. All buildings, Residences, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Design Review Committee. No yard equipment, wood piles or storage areas may be maintained so as to be Visible From Neighboring Property. All Lots upon which no Residence has been constructed shall be maintained in an attractive manner and shall be maintained such that weeds are trimmed on a regular basis.

7.3 Assessment of Certain Costs of Maintenance and Repair. In the event that the need for Maintenance of an Area of Association Responsibility is caused through the willful or negligent act of any Owner, his family, tenants, guests or invitees, the cost of such Maintenance shall be paid by such Owner to the Association upon demand (subject to any minimum notice and cure periods required by applicable law) and payment of such amounts shall be secured by the Assessment Lien.

7.4 Improper Maintenance and Use of Lots. In the event (a) any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project, (b) any portion of a Lot is being used in a manner which violates the Community Documents, or (c) the Owner of any Lot is failing to perform any of its obligations under the Community Documents, the Board may give notice to the offending Owner of the corrective action that must be taken and the date by which the corrective action must be completed (subject to any minimum notice and cure periods required by applicable law). If the required corrective action is not completed by the completion date established by the Board, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

7.5 Boundary Walls.

(a) Each wall or fence which is located between two (2) Lots shall constitute a boundary wall and, to the extent not inconsistent with this Section, the general rules of law regarding boundary walls shall apply.

(b) The Owners of contiguous Lots who share a boundary wall shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner. In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a boundary wall shall first obtain the written consent of the adjoining Owner(s).

(c) Each Owner shall maintain the exterior surface of a boundary wall facing such Owner's Lot.

(d) Except as otherwise provided in this Section, the Owners of contiguous Lots who share a boundary wall shall each pay fifty percent (50%) of the cost of any maintenance, repair or replacement of the boundary wall. Either of such Owners may perform any necessary repair, maintenance or replacement of the boundary wall and in such event, such Owner shall be entitled to reimbursement from the other Owner for fifty percent (50%) of such cost. In the event that any boundary wall is damaged or destroyed through the negligence or willful act of an Owner, his agents, tenants, licensees, guests or family, it shall be the obligation of such Owner to rebuild and repair the boundary wall without cost to the other Owner or Owners who share the boundary wall. The right of any Owner to payment from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) In the event any boundary wall encroaches upon a Lot, a valid easement for such encroachment and for the maintenance of the boundary wall shall and does exist in favor of the Owners of the Lots which share such boundary wall for so long as the boundary wall exists.

7.6 Maintenance of Walls other than Boundary Walls. Walls (other than boundary walls) located on a Lot shall be maintained, repaired and replaced by the Owner of the Lot. Any wall which is placed on the boundary line between a Lot and an Area of Association Responsibility shall be maintained, repaired and replaced by the Owner of the Lot, except that the Association shall be responsible for the repair and maintenance of the surface of the wall which faces the Area of Association Responsibility. In the event any such wall encroaches upon the Area of Association Responsibility, an easement for such encroachment shall exist in favor of the Association or the Owner of the Lot, as the case may be, for so long as the wall exists. Any wall which is placed on the boundary line between a Lot and public right-of-way shall be maintained, repaired and replaced by the Owner of the Lot, except that the Association shall be responsible for the repair and replacement of the surface of the wall which faces the public right-of-way.

7.7 Construction Activities. Normal construction activities and parking in connection with the Construction or Modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee. The Design Review Committee may also require screening of said storage areas. Each Owner shall keep such Owner's Lot, as well as surrounding areas of the Project, including, without limitation, all pedestrian and road rights-of-way and drives, reasonably clean and clear of equipment, building materials, dirt, debris and similar materials in connection with or related to construction activities by or for the benefit of such Owner. Each Owner also shall make reasonable efforts to protect from damage, and in any event to promptly repair or rebuild, any buildings, structures, landscaping or other Improvements (including, without limitation, any improvements that are, or are intended to be, Common Area, Neighborhood Common Area, Areas of Association Responsibility or owned and/or maintained by the City or any political subdivision or utility provider) that are damaged or destroyed through the act of any Owner or an Owner's Agent in connection with or related to construction activities by or for the benefit of such Owner, whether or not such act is negligent or otherwise culpable.

7.8 Installation of Landscaping. Within one hundred twenty (120) days after the date on which a Lot is first conveyed to a Purchaser other than a Builder, landscaping must be installed and substantially completed in the front yard and side yard of the Lot, and in the rear yard of any Lot that is Visible From Neighboring Property. All landscaping in the front yard and side yard, and all landscaping in any portion of the rear yard which is Visible From Neighboring Property must comply with the Design Guidelines and must be approved by the Design Review Committee, and any alterations or modifications made to the landscaping of a Lot as originally installed must be approved in advance by the Design Review Committee. If any Owner does not install and complete approved landscaping within the applicable time required by this Section, the Association, after giving the Owner thirty (30) days written notice to cure any such default, shall have the right (but not the obligation) to cause the necessary landscaping to be installed, and in such event, the Owner shall pay the Association, upon demand, all costs incurred by the Association in connection with the installation of the landscaping, together with interest thereon at the rate of fifteen percent (15%) per annum.

ARTICLE 8 **USE AND OCCUPANCY RESTRICTIONS**

8.1 Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any Residence, except that the Owner, Lessee or other Resident of a Residence may conduct a business activity within the Residence 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 Residence; (b) the business activity is a legal activity and conforms to all applicable zoning ordinances or requirements for the Project; (c) the business activity does not involve persons coming to the Lot to purchase goods or services or the door-to-door solicitation of Owners, Lessees or Residents in the Project; (d) the use of the Residence for trade or business in no way destroys or is incompatible with the residential character of the Residence or the surrounding neighborhood; (e) the trade or business is conducted only inside the Residence, and does not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any Residence; (f) the trade or business is conducted by a Resident or Residents of the Residence with no employee working in or from such Residence who is not a Resident thereof; (g) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or be in excess of what is customary in a residential neighborhood; (h) the trade or business does not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (i) the use of the Residence for a trade or business does not violate any other provision of the Community Documents. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The leasing of a Residence by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

8.2 Nuisances. No trash or debris of any kind shall be placed or permitted to accumulate on any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such

other property. No condition shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any Lot so as to be Visible From Neighboring Property. No Person shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind.

8.3 Animals.

(a) No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets may be kept on a Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. The Board shall have the authority to determine (i) whether a particular animal or bird is permitted to be kept on a Lot pursuant to this Section and (ii) what is a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets for any particular Lot, and the Board's determination shall be final. All dogs, cats, birds or animals permitted under this Section shall be confined to an Owner's Lot, except that a dog may be permitted to leave an Owner's Lot if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot. Any person bringing a dog onto the Common Area shall immediately remove any feces deposited on the Common Area by the dog. The Board may restrict the portions of the Common Area on which dogs are permitted.

(b) No dog, cat, bird or animal permitted to be kept on a Lot pursuant to this Section shall be allowed to become a nuisance. No structure for the care, housing or confinement of any dog, cat, bird, or animal permitted to be kept on a Lot pursuant to this Section shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, Lessee or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular dog, cat, bird or animal permitted to be kept on a Lot pursuant to this Section is a nuisance. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions set forth in this Declaration.

(c) The Board may adopt rules and regulations further restricting and governing animals within the Project, which rules may include, without limitation rules providing for the removal from the Project of a domestic pet which has bitten or attacked a person or other animal, has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Owners and Residents.

8.4 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with residential use of property or machinery or equipment necessary for the construction of a Residence, building, structure, or other Improvement on the Lot. All machinery or equipment as permitted above shall be stored as to not be Visible From Neighboring Property, except for machinery and equipment used for Construction or Modification of Improvements on a Lot, which shall be stored per Section 7.7.

8.5 Vehicles and Parking.

(a) No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment or vehicle may be parked, kept or stored on the Common Area. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment may be parked, kept, or stored on any Lot so as to be Visible From Neighboring Property.

(b) Except as permitted by this Section, no Motor Vehicle may be parked, kept or stored on any Lot or the Common Area. No Motor Vehicles designed or used for carrying persons, merchandise, supplies or equipment for commercial purposes may be parked on the Common Area or on a Lot, except for the temporary parking of the Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents. Permitted Motor Vehicles may be parked on Lots or Common Area only in accordance with the provisions of this Section.

(c) A Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the streets only if space for the parking of the Permitted Motor Vehicle is not available in all of the following areas: (1) the garage situated on the Lot of the Owner, Lessee or Resident; (2) the driveway on the Lot constructed as part of the initial construction of Improvements on the Lot; or (3) a driveway extension constructed on the Lot with the approval of the Design Review Committee.

(d) A Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage situated on the Lot to the extent space is available in the garage for the parking of such Permitted Motor Vehicles. If space is not available in the garage, then the Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the driveway constructed as part of the initial construction of Improvements on the Lot. Permitted Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot may only be parked on a driveway extension constructed with the approval of the Design Review Committee if space for the parking of such Permitted Motor Vehicles is not available either in the garage or in the driveway constructed as part of the initial construction or Improvements on the Lot. The parking of a Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot on a driveway extension is also subject to such rules and regulations as may be adopted by the Board.

(e) No Motor Vehicle of any kind may be stored on a Lot except in a garage, and no Motor Vehicle of any kind may be stored on the Common Area. For purposes of illustration but not of limitation, a Motor Vehicle shall be deemed stored if it is covered by a car cover, tarp or other material. Motor Vehicles owned by guests of an Owner, Lessee or other Resident may be parked in the driveway on a Lot or on the streets for a maximum of seven (7) days.

(f) Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in the driveway on a Lot only for the purpose of loading or unloading, subject to such limitations as may be established by the Board.

(g) No Motor Vehicle shall be constructed, reconstructed, or repaired on any Lot in such a manner as to be Visible From Neighboring Property, and no inoperable Motor Vehicle may be stored or parked on any Lot in such a manner as to be Visible From Neighboring Property. Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or

repaired on the streets or any other part of the Common Area. No inoperable Motor Vehicle may be stored or parked on the streets or any other part of the Common Area.

(h) The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets and implementing the provisions of this Section. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board of Directors, the provisions of this Section shall control.

8.6 Garages. Garages shall not be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed, except that the Declarant or a Builder may use a garage in one or more model homes for a sales office and/or a construction office. The interior of all garages shall be maintained and kept in a neat, clean and sightly condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

8.7 Rooftop HVAC Equipment; Solar Energy Device. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed, or maintained on the roof of any Residence or other building so as to be Visible From Neighboring Property. No solar energy device shall be installed on the roof of any Residence or elsewhere on a Lot so as to be Visible From Neighboring Property without the prior written approval of the Design Review Committee. The Association or the Design Review Committee may adopt reasonable rules regarding the placement of a solar energy on the roof of a Residence or elsewhere on a Lot if such rules do not prevent the installation, impair the functioning of the solar energy device or restrict its use or adversely affect the cost or efficiency of the device. The restrictions in this Section shall be subject to any limitations imposed by law.

8.8 Basketball Goals and Backboards. No portable basketball goals or backboards may be kept or stored on a Lot so as to be Visible From Neighboring Property. Permanent basketball goals or backboards attached to a free standing pole may be constructed, installed or maintained on a Lot, provided the location, design, material and color of the pole and the basketball goal or backboard are approved by the Design Review Committee and they are used in accordance with the Design Guidelines and Association Rules, both of which may govern the hours of use and placement thereof.

8.9 Playground Equipment. No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Design Review Committee.

8.10 Rental of Lots. No Owner may lease less than his entire Lot and the Residence situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of the Community Documents and that any violation of this Declaration or the Design Guidelines or the Association Rules by the lessee or the other occupants shall be a default under the lease. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the commencement date and expiration date of the lease term; (b) the names of each of the Lessees and each adult who will reside in the Residence during the lease term; (c) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (d) the name, address

and telephone number of a person other than the Owner whom the Association can contact in the event of an emergency involving the Lot. Any Owner who leases his Lot and the Residence situated thereon must provide the Lessee with copies of this Declaration, the Design Guidelines and the Association Rules. Any lease of a Lot or Residence situated thereon must be for an initial term of at least three (3) months. The Owner shall be liable for any violation of this Declaration, the Design Guidelines or the Association Rules by the Lessees or other persons residing in the Residence and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

8.11 Screening Materials. All screening materials, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the initial construction of such Improvements by a Declarant or a Builder or as approved by the Design Review Committee pursuant to Article 3.

8.12 Lights. Except as initially installed by the Declarant or a Builder, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Design Review Committee.

8.13 Window Cover Materials. Within one hundred and twenty (120) days of occupancy, each Owner of a Residence shall install permanent window treatments on all windows Visible From Neighboring Property. All window coverings facing the street must show white or beige colors unless otherwise approved in writing by the Design Review Committee. No reflective materials (including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items) and no sheets, bedding or similar items shall be installed or placed upon the exterior or interior of any windows of a Residence without the prior written approval of the Design Review Committee. Except as provided in this Section, no enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Residence shall be constructed or installed without the prior written consent of the Design Review Committee.

8.14 Trash Containers and Collection. No trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Design Review Committee. In no event shall such containers on a Lot be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All trash shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

8.15 Temporary Occupancy and Temporary Buildings. No trailer, basement or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers or other structures used during the Construction or Modification of Improvements approved by the Design Review Committee shall be removed immediately after the completion of Construction or Modification, and in no event shall any such buildings, trailers or other structures be maintained or kept on any property for a period in excess of twelve months without the prior written approval of the Design Review Committee.

8.16 Antennas. Except for antennas, satellite dishes and other over-the-air receiving devices covered by the FCC rules governing Over-the-Air Reception Devices; Television Broadcast Service and Multi-channel Multipoint Distribution Service (the "FCC Rule"), no antenna for the transmission or reception of television or radio signals or for access to the internet shall be installed on any Lot unless approved by the Design Review Committee. Any antenna, satellite dish or other receiving device covered by the FCC Rule may be installed on a Lot without the prior approval of the Design Review Committee provided the antenna, satellite dish or receiving device is placed inside a Residence or other Building or is placed on the portion of the Lot which is the least Visible From Neighboring Property and does not interfere with the viewer's ability to install, maintain or use the antenna, satellite dish or receiving device. The Design Review Committee shall have the right to adopt rules and regulations with respect to the installation and placement of antennas, satellite dishes and other receiving devices; provided, however, that the Design Review Committee shall not impose or enforce any rule or regulation which is inconsistent with or prohibited by the FCC Rule.

8.17 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Design Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the Construction or Modification of Improvements approved by the Design Review Committee.

8.18 Signs. No signs, except for standard size "for sale" or "for lease" signs, may be erected, posted or displayed on any Lot in a location that is Visible From Neighboring Property without the prior written approval of the Association, except for signs constructed or erected by the Declarant pursuant to the rights granted or reserved in Section 4.3 or signs which the Association, under Arizona law, may not prohibit from being displayed on a Lot. The Association may regulate the display of political signs on a Lot to the extent permitted by Arizona law. No signs of any kind shall be placed or displayed on the Common Area without the prior written approval of the Association.

8.19 Drainage. No Residence, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the City.

8.20 Flags and Flagpoles. Except for flags that cannot be prohibited by law, no flag may be displayed on a Lot if the flag is Visible From Neighboring Property without the prior written approval of the Design Review Committee. The Design Review Committee may adopt reasonable rules and regulations regarding the placement and manner of display of flags, including flags that cannot be prohibited by law. The Association may adopt rules and regulations regulating the location and size of flagpoles, limiting an Owner or Resident to displaying no more than two (2) flags at once and limiting the height of a flagpole to no more than the height of the rooftop of the Residence located on the Lot on which the flagpole is installed.

ARTICLE 9

DISPUTE RESOLUTION

9.1 Agreement to Resolve Certain Disputes Without Litigation. All Bound Parties agree that all Claims shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Article 9.

9.2 Notice of Claim. Any Bound Party having or alleging to have a Claim (a "Claimant") against any other Bound Party (a "Respondent") shall notify each Respondent in writing of the Claim (the "Claim Notice"), stating plainly and concisely: (a) the nature of Claim, including, date, time, location, Persons involved, and Respondent's role in the Claim; (b) the factual and legal basis of the Claim; and (c) what Claimant wants Respondent to do or not do to resolve the Claim. In the event the Claimant is the Association, the Association must provide written notice to all Members prior to delivering a Claim Notice or commencing any legal action, cause of action, proceeding, reference or arbitration against the Declarant or any other Bound Party which notice shall (at a minimum) include: (a) a description of the Claim, (b) a description of the attempts of any Declarant or other Bound Party to correct such Alleged Defect and the opportunities provided to Declarant or other Bound Party to correct such Alleged Defect, (c) the estimated cost to repair such Alleged Defect, (d) the name and professional background of the attorney retained by the Association to pursue the claim against a Declarant or other Bound Party and a description of the relationship between such attorney and member(s) of the Board (if any), (e) a description of the fee arrangement between such attorney and the Association, (f) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Declarant or other Bound Party and the source of the funds which will be used to pay such fees and expenses, (g) the estimated time necessary to conclude the action against the Declarant or other Bound Party, (h) a description of the manner in which the action will be funded and a description of any demands, notices, offers to settle or responses to offers to settle made either by the Association or other Bound Party, and (i) an affirmative statement from the Board that the action is in the best interests of the Association and its Members. If the Alleged Defect is alleged to be the result of an act or omission of a person licensed by the State of Arizona under Arizona Revised Statutes (a "Licensed Professional"), then the notice from the Association must be accompanied by an affidavit from a Licensed Professional in the same discipline as the Licensed Professional alleged to be responsible for the Alleged Defect. The affidavit must contain the information required to be contained in a preliminary expert opinion affidavit submitted pursuant to Arizona Revised Statutes.

9.3 Mediation. If the Parties do not resolve the Claim through negotiation within thirty (30) days after the date of the Claim Notice or within such longer period as may be agreed upon by the Parties ("Termination of Negotiations"), the Claimant shall have thirty (30) additional days within which to submit the Claim to mediation by the American Arbitration Association ("AAA") or such other independent mediation service agreed to by the Claimant and Respondent. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of

Mediation Notice"). The Termination of Mediation Notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

9.4 Binding Arbitration.

(a) In the event a Claim is not resolved by mediation, the Claimant shall have ninety (90) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section 9.4. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim. A Claimant may only submit a Claim in arbitration on its own behalf. No Claimant may submit a Claim in arbitration as a representative or member of a class, and no Claim may be arbitrated as a class action. All Bound Parties agree that all Claims that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section 9.4. All Bound Parties waive their right to have a Claim resolved by a court, including, without limitation, the right to file a legal action as the representative or member of a class or in any other representative capacity. The Claimant and Respondent shall cooperate in good faith to assure that all Bound Parties who may be liable to the Claimant or Respondent with respect to the Claim are made parties to the arbitration.

(b) If the Claimant submits the Claim to binding arbitration in accordance with this Section 9.4, the arbitration shall be conducted by a single arbitrator in accordance with the AAA Commercial Arbitration Rules, or such other AAA rules as the AAA determines to be applicable (the "AAA Rules") and the Arizona Revised Uniform Arbitration Act (the "Arbitration Act"). In the event of any conflict or inconsistency between the Arbitration Act and the AAA Rules, the Arbitration Act shall control. A Respondent may join as a party to the arbitration any Bound Party who may be liable to the Respondent or the Claimant with respect to the Claim.

(c) The Arbitrator shall not award any punitive damages. The Arbitrator shall not award indirect, consequential or special damages regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made; provided, however, that such damages may be deemed by the Arbitrator to be direct damages in an award reimbursing payments made by a party therefor to a third party. The Arbitrator shall award the prevailing party reasonable attorney fees and reasonable expenses of the arbitration. The Arbitrator shall not grant any damages or other remedy not permitted by this Declaration or grant any damages or other remedy which could not be granted by a court.

9.5 Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by the Declarant or other Bound Party of a Claim Notice, the Declarant or other Bound Party shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Area, any Lot, including any Residence constructed thereon, and/or any Improvements for the purposes of inspecting and/or conducting testing to determine the validity of the Claim and, if deemed necessary by the Declarant or other Bound Party, to correct, repair and/or replace any Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, Declarant or other Bound Party shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances. Nothing set forth in this Section shall be construed to impose any obligation on the Declarant or other Bound Party to inspect, test, repair, or replace any item or Alleged Defect for which the Declarant or other Bound Party is not otherwise obligated under applicable law or any limited warranty provided by the

Declarant or other Bound Party in connection with the sale of the Lots and/or the Improvements constructed thereon. The right of the Declarant and other Bound Parties to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and Recorded by the Declarant or other Bound Party. In no event shall any statutes of limitations be tolled during the period in which the Declarant or other Bound Party conducts any inspection or testing of any Alleged Defects.

9.6 Use of Funds. In the event the Association recovers any funds from a Declarant or any other Person as a result of a claim involving an Alleged Defect, the funds shall first be used to correct and or repair the Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect, and any excess funds shall be paid into the Association's reserve fund.

9.7 Approval of Litigation. The Association shall not deliver a Claim Notice to any Bound Party, commence any legal action or arbitration proceeding against any Bound Party or incur any expenses (including, without limitation, attorneys' fees) in connection with any Claim without the written approval of Owners entitled to cast more than seventy-five percent (75%) of the total votes in the Association, excluding the votes of any Owner who would be a defendant in such proceedings. The Association must pay for any such legal action or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. In the event that the Association commences any legal action or arbitration proceeding involving a Claim, all Owners must notify prospective purchasers of such legal action or arbitration proceeding and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 9.2.

9.8 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 9.4. If the arbitration proceedings are not initiated within the time period provided by Arizona law for the filing of a legal action with respect to the Claim, the Claim shall forever be barred.

9.9 Federal Arbitration Act. Because many of the materials and products that will be incorporated into the Residences and other Improvements constructed on the Lots will be manufactured in other states, the development and conveyance of the Lots evidences a transaction involving interstate commerce and the Federal Arbitration Act (9 U.S.C. §1, et. seq.) now in effect or as it may be hereafter amended, will govern the interpretation and enforcement of the arbitration provisions of this Declaration.

9.10 Conflicts. In the event of any conflict between this Article 9 and any other provision of the Community Documents, this Article 9 shall control. In the event of any conflict between the provisions of this Article 9 and the terms of any express warranty provided to a Purchaser by the Declarant or a Builder or any third party home warranty company in connection with the purchase of a Lot from the Declarant or a Builder, the provisions of the express warranty shall control; provided, however, that if the Claim is being asserted by the Association, the approval of the members of the Association required by Section 9.7 must be obtained prior to the Association demanding arbitration of the Claim or filing any legal action with respect to the Claim.

BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH PERSON, FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS,

TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED ACCORDING TO THE FEDERAL ARBITRATION ACT, THE ARIZONA REVISED STATUTES PERTAINING TO THE ARBITRATION OF DISPUTES TO THE EXTENT NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT AND THE PROVISIONS OF THIS ARTICLE 9 AND WAIVES THE RIGHT TO PURSUE ANY BOUND PARTY IN ANY MANNER OTHER THAN AS PROVIDED IN ARTICLE 9. THE ASSOCIATION, EACH OWNER AND DECLARANT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 9, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE ASSOCIATION, EACH OWNER AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH OWNER VOLUNTARILY ACKNOWLEDGES THAT HE IS GIVING UP ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF AN OWNER OR THE ASSOCIATION FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY BOUND PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 9 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE YAVAPAI COUNTY SUPERIOR COURT FOR AN ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEY'S FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

IN THE EVENT THE ARBITRATION PROVISIONS OF THIS ARTICLE 9 ARE HELD NOT TO APPLY OR ARE HELD INVALID OR UNENFORCEABLE FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EACH OWNER IN THE ASSOCIATION, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVE AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY OWNER, THE ASSOCIATION OR THE RESPECTIVE SUCCESSORS AND ASSIGNS.

ARTICLE 10 **INSURANCE**

10.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas of Association Responsibility and all other portions of the Project which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;

(b) Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

(d) Directors and officers liability insurance providing coverage in an amount determined by the Board, but not less than \$1,000,000;

(e) Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners;

(f) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions: (1) that there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household; (2) no act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy; (3) that the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under Deeds of trust; (4) a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners; (5) statement of the name of the insured as the Association ; and (6) for policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy. The premiums for any insurance obtained by the Association pursuant to this Section 10.1 shall be included in the budget of the Association and shall be paid by the Association.

10.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article 10 shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a Deed of trust. Any insurance obtained pursuant to this Article 10 may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under a Deed of trust to whom certificates of insurance have been issued.

10.3 Payment of Insurance Proceeds. With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article 10, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a Deed of trust. Subject to the provisions of Section 10.4, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

10.4 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Areas of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 Enforcement.

(a) The Association may enforce the Community Documents in any manner provided for in the Community Documents or by law or in equity, including, but not limited to the following:

(1) imposing reasonable monetary fines after notice and an opportunity to be heard by the Board is given to the Owner or other violator. An Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Resident of the Owner's Lot or by any guest or invitee of the Owner or any Lessee or Resident;

(2) suspending an Owner's right to vote;

(3) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner fails to pay any Assessment or other charge owed to the Association within fifteen (15) days after demand for payment is made;

(4) exercising self-help or taking action to abate any violation of the Community Documents;

(5) requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot that is in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right (but not the obligation) to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(6) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration or the Design Guidelines from continuing or performing any further activities in the Project;

(7) towing vehicles which are parked on Common Area in violation of this Declaration or the Association Rules;

(8) filing a suit at law or in equity to enjoin a violation of the Community Documents, to compel compliance with the Community Documents, to recover fines or money damages or to obtain such other relief as to which the Association may be entitled; or

(9) record a written notice of a violation by any Owner, Lessee or Resident of any restriction or other provision of the Community Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner, Lessee or Resident violating, or responsible for the violation of, the Community Documents; (ii) the legal description of the Lot against which the notice is being Recorded; (iii) a brief description of the nature of the violation; and (iv) a statement of the specific steps which must be taken by the Owner or occupant to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and Resident, and any subsequent purchaser of the Lot, that there is such a violation. Failure by the Association to Record a notice of violation shall not constitute a waiver of any such violation, constitute any evidence that no violation exists with respect to a particular Lot or constitute a waiver of any right of the Association to enforce the Community Documents.

(b) The Association may elect not to take any enforcement action with respect to a particular violation of the Community Documents if the Board determines, in its sole discretion, that because of the strength of any possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association. All rights and remedies of the Association under the Community Documents

or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy.

(c) Each Owner, the Design Review Committee and the Declarant shall have the right to enforce this Declaration in any manner available at law or in equity. The failure of the Association, the Declarant, the Design Review Committee or an Owner to take enforcement action with respect to a violation of the Community Documents shall not constitute or be deemed a waiver of the right of the Association, the Declarant, the Design Review Committee or any Owner to enforce the Community Documents in the future. If any lawsuit is filed by the Association, the Declarant, the Design Review Committee or any Owner to enforce the provisions of the Community Documents or in any other manner arising out of the Community Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

11.2 Duration; Termination. This Declaration, as it may be amended pursuant to Section 11.3, shall run with the land and bind the Project and be in full force and effect in perpetuity unless terminated as provided in this Section. This Declaration may be terminated at any time if such termination is approved by the following: (a) the Declarant so long as the Declarant or any Affiliate of the Declarant owns any part of the Property or Additional Property; and (b) by the Owners holding ninety percent (90%) or more of the Eligible Votes. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Following the Recording of a Certificate of Termination, this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

11.3 Amendments.

(a) This Declaration may be amended at any time by the affirmative vote or written consent of Members holding not less than sixty-seven percent (67%) of the Eligible Votes. Any amendment to this Declaration approved by the Members also must be approved in writing by the Declarant if the Declarant or any Affiliate of the Declarant owns any part of the Property or Additional Property at the time the amendment is approved by the Members.

(b) During the Declarant Control Period, the Declarant shall have the right to unilaterally amend the Declaration to: (1) comply with or make the Declaration consistent with any applicable federal, state or local law, ordinance or regulation, whether existing at the time the Declaration was Recorded or enacted after the Declaration was Recorded; or (2) correct any error or inconsistency or resolve any ambiguity in the Declaration.

(c) Any amendment approved by the Members pursuant to Section 11.3(a) shall be signed by the President or Vice President of the Association and shall be Recorded. Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the Recording of the amendment.

(d) Any challenge to an amendment to this Declaration for the reason that the amendment was not adopted by the required number of Owners or was not adopted in accordance with the procedures set forth in this Section must be made within one (1) year after the Recording of the amendment.

11.4 Interpretation. Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of the Community Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws, Association Rules or the Design Guidelines, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, Association Rules or the Design Guidelines, the Articles shall control. In the event of any conflict between the Bylaws and Design Guidelines or the Association Rules, the Bylaws shall control. Except for judicial construction, the Design Review Committee shall have the exclusive right to construe and interpret the Design Guidelines. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Design Review Committee's construction or interpretation of the Design Guidelines shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration.

11.5 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

11.6 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

11.7 Laws, Ordinances and Regulations. The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Design Review Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations. Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

11.8 References to this Declaration in Deeds. Deeds to and instruments affecting any Lot or any other part of the Project may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assignees.

11.9 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

11.10 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the

intent of context thereof. Unless otherwise specified, all references in this Declaration to Articles or Sections are to Articles and Section of this Declaration.

11.11 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally, sent by Federal Express or other overnight delivery service, sent by United States mail, postage prepaid or sent by fax, electronic mail or other form of wireless communication, as follows: (a) if to an Owner, at the mailing address, email address or fax number which the Owner provides to the Secretary of the Association for the purpose of notice or, if no such mailing address, email address or fax number is provided, at the street address of the Lot of such Owner; (b) if to the Association, at the principal place of business of the Association as shown on the records of the Arizona Corporation Commission or at such other mailing address, email address or fax number as may be designated by the Association in a written notice to the Owners pursuant to this Section; or (c) if to the Design Review Committee, at the principal place of business of the Design Review Committee as shown on the records of the Arizona Corporation Commission or at such other mailing address, email address or fax number as may be designated by the Design Review Committee in a written notice to the Owners pursuant to this Section. Notice given by personal delivery, overnight delivery service, fax, electronic mail or other form of wireless communication shall be deemed to have been received by the Person to whom the notice was addressed when the notice is actually received. A notice given by United States mail shall be deemed to have been received by the Person to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is mailed. If a Lot is owned by more than one Person, notice to one of the Owners shall constitute notice to all Owners of the same Lot.

DECLARANT:

Cottonwood 1, LLC, a Wyoming limited liability company

By: _____
Daniel Fox, Managing Member

State of Arizona)
) ss.
County of Yavapai)

Acknowledged before me this _____ day of October, 2023 by Daniel Fox, Managing Member of Cottonwood 1, LLC, a Wyoming limited liability company, on behalf of the company.

My Commission Expires:

Notary Public

ASSOCIATION:

6 on Sixteen Homeowners Association, an Arizona nonprofit corporation

By: _____
Daniel Fox, President

State of Arizona)
) ss.
County of Yavapai)

Acknowledged before me this _____ day of _____, 2023, by Daniel Fox, President of 6 on Sixteen Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

AS OF THE DATE OF THIS DECLARATION,
THE UNDERSIGNED, AS OWNER OF THE
INITIAL COVERED PROPERTY SET FORTH
ON EXHIBIT A OF THIS DECLARATION,
HEREBY RATIFIES AND CONSENTS TO
THE RECORDING OF THIS DECLARATION:

STRUCTR GROUP, LLC,
An ARIZONA limited liability company

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
)
) ss.
County of Yavapai)

Acknowledged before me this ____ day of October, 2023, by _____,
the _____ of Structr Group, LLC, an Arizona limited liability company, for
and on behalf thereof.

Notary Seal/Stamp

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL COVERED PROPERTY

APN 406-06-364J BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

Parcel No. 1:

A parcel of land located in the East half of Section 3, Township 15 North, Range 3 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 3;

Thence South $00^{\circ}02'02''$ West along the East line of said Section 3, a distance of 417.96 feet;

Thence North $89^{\circ}42'54''$ West, a distance of 351.94 feet to the point of beginning;

Thence continuing North $89^{\circ}42'54''$ West, a distance of 206.36 feet;

Thence North $00^{\circ}46'08''$ West, a distance of
403.96 feet to a point of a non-tangent curve;

Thence Southerly along said curve concave to the Southwest, having a radius of 350.00 feet, an arc length of 101.51 feet, a central angle of $16^{\circ}37'00''$ and a radial bearing of South $42^{\circ}53'07''$ West;

Thence South $31^{\circ}56'00''$ East, a distance of 203.83 feet to a point on a non-tangent curve;

Thence Southeasterly and Southerly along said curve concave to the West, having a radius of 300.00 feet, an arc length of 160.33 feet, a central angle of $30^{\circ}37'14''$ and a radial bearing of South $59^{\circ}51'01''$ West to the point of beginning.

Except all oil, minerals, ores, and metals of every kind, as reserved in Deed recorded in Book 187 of Deeds, Page 331, record of Yavapai County, Arizona.

Parcel No. 2:

That portion of the East half of Section 3, Township 15 North, Range 3 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being the property abandoned by the City of Cottonwood in Deed recorded in Book 4018 of Official Records, Page 640, more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 3, said corner being marked by a $\frac{1}{4}$ inch rebar tagged "LS 4491";

Thence North $00^{\circ}16'32''$ East along the Westerly line of said Southeast quarter of said Northeast quarter of said Section 3, a distance of 227.23 feet to a point, said point being marked by a $1/2$ -inch rebar stamped "LS 25384";

Thence South $89^{\circ}49'28''$ East 25.53 feet to a point, said point being marked by a $5/8$ -inch rebar stamped "LS 13015";

Thence South $89^{\circ}59'41''$ East 242.59 feet to a point, said point being marked by a $\frac{1}{4}$ inch rebar;

Thence North $46^{\circ}46'41''$ East a distance of 661.90 feet to the most Northerly corner of the land described in Deed recorded in Book 3624 of Official Records, Page 314, records of Yavapai County, said corner being marked by a $\frac{1}{4}$ inch rebar;

Thence South $00^{\circ}43'53''$ East along the Easterly line of the land described in said Deed a distance of 717.91 feet to a point on a non-tangent curve, concave Northeasterly, having a radius of 325.00 feet, a radial line to said curve bears North $66^{\circ}38'56''$ East, said point being the true point of beginning;

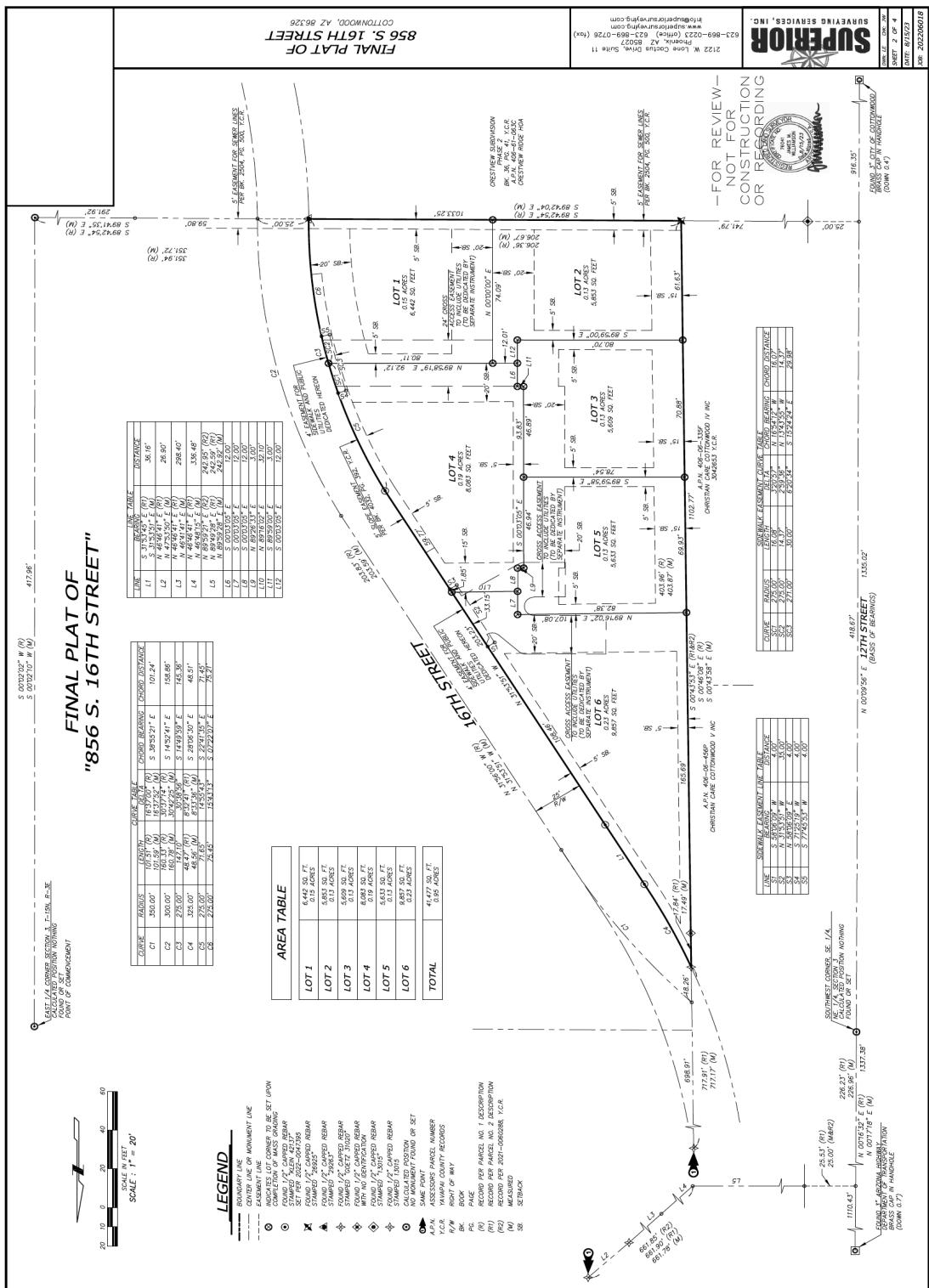
Thence Southeasterly along said curve through a central angle of $8^{\circ}32'41''$, an arc length of 48.47 feet to a point of tangency with the Northwesterly prolongation of that certain course having a bearing of North $31^{\circ}56'00''$ West and a distance of 203.36 feet, being the Southerly boundary of Parcel "B" of the land described in Deed recorded in Book 3598 of Official Records, Page 977, records of Yavapai County;

Thence South $31^{\circ}53'45''$ East along said prolongation, a distance of 36.16 feet to the Northwesterly terminus of said certain course, said point being the beginning of a non-tangent curve, concave Southwesterly, having a radius of 325.00 feet, said curve also being the Southwesterly boundary of said Parcel "B", a radial line to said curve bears South $59^{\circ}35'30''$ West;

Thence Northwesterly along said curve and Southwesterly line of said Parcel "B" through a central angle of $12^{\circ}15'41''$, an arc length of 69.55 feet to the Easterly line of said land described in said Deed recorded in Book 3624 of Official Records, Page 314, records of Yavapai County;

Thence North $0^{\circ}43'53''$ West along said Easterly line a distance of 17.84 feet to the true point of beginning. Except any portion lying within Parcel No. 1 above.

APN: 406-06-364J (Underlying APN's: 406-06-364E & 406-06-364F)



When recorded, return to:

Cottonwood 1, LLC
7909 East Pecos Lane
Scottsdale, Arizona 85250
Attn: Daniel Fox

DESIGNATION OF BUILDER UNDER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
6 ON SIXTEEN

This DESIGNATION OF BUILDER UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEL RIO RANCH PHASE 3 (“Designation”) is made by COTTONWOOD 1, LLC, a Wyoming limited liability company (“COTTONWOOD”), as the “Declarant” under that certain Declaration of Covenants, Conditions and Restrictions for 6 on Sixteen, recorded in the Official Records of the Yavapai County, Arizona, Recorder as Instrument No. 2023-_____ (the “Declaration”). Capitalized terms used in this Designation without definition shall have the meanings stated in the Declaration.

Cottonwood 1, LLC hereby designates Structr Group, LLC, an Arizona limited liability company (“Structr”) as a Builder under the Declaration.

DATED: November ___, 2023

[Balance of the Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Cottonwood 1, LLC has executed this Designation as of the date first above written.

Cottonwood 1, LLC, a Wyoming limited liability company

By: _____
Daniel Fox, Managing Manager

STATE OF ARIZONA)
)
) ss.
County of Yavapai)

Acknowledged before me this _____ day of October _____, by Daniel Fox Manager of Cottonwood 1 LLC, a Wyoming limited liability company, on behalf of the company.

Notary Seal/Stamp

Notary Public

6 on Sixteen Homeowners Association

Design Guidelines And Association Rules and Regulations

Table of Contents

Overview.....	4
Community Organization	4
Design Review Process	4
Application Procedure	5
Design Guidelines	6
General Principles	6
Design Compatibility	6
Workmanship	6
Building Architecture	6
Building Repairs.....	6
Awnings.....	6
Basketball Goals.....	7
Clotheslines	7
Driveway Extensions.....	7
Flagpoles	8
Fences and Walls.....	8
Gates.....	9
Gutters and Downspouts.....	9
HVAC.....	9
Outdoor Fireplaces	9
Outdoor Lighting.....	9
Patio Covers	9
Ramadas and Gazebos.....	10
Play Structures.....	10
Pools and Spas.....	10
Pool Fencing and Equipment.....	11
Satellite Dishes	12
Security Doors, Screen Doors and Sunscreens.....	12
Signs	13
Solar Panels	13
Storage Sheds	14
Window Coverings Criteria.....	14
Landscape Guidelines	15
Front Yard Landscaping	15
Fine Grading and Mounding	15
Rear Yard Landscaping	15
Front Yard Landscape Minimum Standards.....	15
Rock and Ground Cover.....	16
Turf.....	16
Irrigation.....	18
Landscape Lighting	18
Prohibited Plant Materials	19
Maintenance	19
Water Features and Statuary.....	20
Hardscape	20
Association Rules.....	21
General Property Restrictions.....	21

Trash/Recycling Containers and Collection	21
Pets	21
Holiday Lighting	21
Seasonal and Decorative Flags	22
Machinery and Equipment	22
Vehicles	22
Parking	22
Speakers	23

Overview

Community Organization

Every Resident of 6 on Sixteen is a Member of the 6 on Sixteen Homeowners Association (the “Association”). The Association is an Arizona nonprofit corporation formed to manage and maintain the Common Areas and to perform all duties and exercise all rights imposed on or granted to the Association by the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for 6 on Sixteen (the “CC&Rs”). The CC&Rs, as amended from time to time, provide for Design Guidelines and Rules and Regulations to interpret, clarify, and implement the restrictions detailed in the CC&Rs (the “Design Guidelines”). In the event of any conflict between the Design Guidelines and the CC&Rs, the CC&Rs shall control.

The Board of Directors of the Association (the “Board”) is responsible for the administration of the Association. The Design Review Committee is appointed by the Board, as set forth in the CC&Rs to review all Improvements within 6 on Sixteen including new construction and modifications to the existing Improvements.

The Design Review Committee has adopted the Design Guidelines and standards to evaluate proposed construction activities. The purpose of the Design Guidelines are to assist Owners in gaining approval for structural and landscape Improvements and repairs, and are necessary to enhance Property values, desirability, and attractiveness of the Property located within the Association. These Design Guidelines may be amended by the Design Review Committee and reissued from time to time. *Following the guidance detailed in these Design Guidelines does NOT eliminate the need for submission of plans for approval by the Design Review Committee except as specifically noted herein.*

Design Review Process

Any change, addition, or modification to a Lot or a building exterior of a residential Property requires the prior written approval of the Design Review Committee. Residents with proposed changes must contact the management company, with whom the Association has contracted for the day-to-day management of its affairs, to obtain the necessary submittal documentation.

Simply stated, no Improvements, alterations, repairs, additions, or other work, including changes in exterior color or landscaping, are to be constructed on any Lot or exterior of any home from its improved state existing on the date such Property was first conveyed by the Declarant or Designated Builder to a Purchaser without the prior written approval of the Design Review Committee. The responsibility of the Design Review Committee is to ensure the harmonious, high quality image of 6 on Sixteen is implemented and maintained. Any Owner requesting approval of any construction, installation, addition, alteration, repair, change or other work to their Lot or home shall follow the application procedures listed below. Upon approval, Owners shall diligently pursue approved work so that it is completed as soon as reasonably practicable. 4

Application Procedure

The following information must be included in each application:

- Application Form completed and signed (copy enclosed), additional copies can be obtained from the Association's management office.
- Plot Plan – A site plan indicating dimensions relating to the existing dwelling and Property lines (setbacks, etc.) and the proposed Improvement to be installed.
- Elevation Plans – Plans showing finished appearance of the Improvements in relation to the existing dwelling and Property lines.
- Specifications – Description detailing materials to be used with color samples attached; drawing or brochure of the proposed Improvement indicating dimensions and color.

Applications and plans must be submitted to:

**6 on Sixteen Homeowners Association c/o
Realty Asset Advisors SW, Inc.
7909 East Pecos Lane
Scottsdale, AZ 85250
realtyassetadvisors@gmail.com**

Office: (402) 708-2121

It is the Owner's responsibility to ensure that any proposed construction is coordinated with, and where applicable, approved by all city, county, state and federal government agencies. The Design Review Committee, the management company and the Association assume no responsibility for obtaining these reviews, approvals, or permits. An approval by the Design Review Committee does not indicate or imply the request complies with local zoning or building code requirements. The Design Guidelines are independent of the obligation of Owners to comply with all applicable laws, ordinances, codes and regulations.

FOR CLARITY: Only Lot Owners may request approval.

Design Guidelines

General Principles

The purpose of the Design Review Committee is to insure consistent application of the Design Guidelines, as set forth in the CC&Rs. The Design Review Committee monitors any portion of any Lot or parcel that is Visible From Neighboring Property, the street, or the Association Common Areas. The Design Guidelines promote those qualities in the 6 on Sixteen that enhance the attractiveness and functional utility of the community. Those qualities include a harmonious relationship among structures, vegetation, topography and overall design of the community.

All buildings and structures erected within the Association, and the use and appearance of all land within the Association, shall comply with all applicable municipal requirements (including any zoning requirements), as well as the requirements contained in the CC&Rs.

Design Compatibility

The proposed construction must be compatible with the design characteristics of the Property itself, adjoining properties and the neighboring setting. Compatibility is defined as harmony in style, scale, material, color and construction details.

Workmanship

The quality of workmanship evidenced in construction must be equal to, or better than, that of the surrounding properties. In addition to being visually objectionable, poor construction practices can cause functional problems and create safety hazards. The Association and the Design Review Committee assume no responsibility for the safety or livability of any construction by virtue of design review.

Building Architecture

In general, any exterior addition or alteration to an existing residence shall be compatible with the design character of the original structure.

Building Repairs

No building or structure shall be permitted to fall into a state of disrepair. The Owner of every home or structure is responsible at all times for keeping all buildings located on the Lot in good condition and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, the Owner is responsible for immediate repair or reconstruction. Roofs must also be kept in good repair at all times.

Awnings

The Design Review Committee must approve all awnings. Awnings over windows shall be canvas or similar material, of solid color on both sides which match the color of the body of the exterior of the home or roof color and may only be installed on the rear of the home. All awnings must be commercially manufactured or the equivalent, and requests for the Design Review Committee's approval of the same must include: (i) a drawing with the location of the proposed awning installation, (ii) a sample of the material to be used, and (iii) the color and design of the proposed awnings. The Owner is responsible for

maintenance and repair of any installed awnings. The Association retains all rights to determine when an awning must be repaired and/or replaced due to weather fading, tearing, ripping, and other states of disrepair.

Basketball Goals

Permanent basketball goals are prohibited. Portable basketball goals will be considered if they meet the following guidelines:

1. Backboards must be of a predominantly neutral color (gray, black, or white) or painted to match the color of the body of the home. Clear Plexiglas backboards are acceptable.
2. Only nylon or similar cord nets are acceptable. Metal or chains are expressly prohibited.
3. Portable goals cannot be placed or used in Common Areas, the street or upon sidewalks at any time.
4. Portable goals must be removed and stored on a daily basis when not in use and shall not be Visible From Neighboring Property.
5. Basketball courts may not be painted or permanently outlined on any concrete and/or asphalt surface in the front, side yard, or motor court area.
6. Equipment shall only be used during daylight hours, and lighting for night use is prohibited.
7. All equipment must be constantly maintained. Broken backboards, disfigured or bent rims, ripped or torn nets, chipped or peeling paint, and other states of disrepair are a violation.

The Design Review Committee reserves the right to rescind its approval, should the backboard cause a nuisance, such as traffic, noise or damage to any adjacent Property or Common Area.

Clotheslines

Clotheslines or other outside facilities for drying clothes are not permitted unless they are placed exclusively in the rear yard and not Visible From Neighboring Property.

Driveway Extensions

Driveway extensions will be reviewed on a case-by-case basis with strong consideration of any impact on the architectural features of the neighborhood. The maximum driveway width (existing and addition) shall not exceed twenty (20) feet of contiguous area. Approved driveway extensions will be for the purpose of access to side/rear yard gates only. Use of driveway extensions for permanent parking of vehicles is not allowed. All driveways must be kept clean and free of debris, oil, rust, and other stains. The use of planting material between the street and driveway extension is required to minimize the effect of additional hardscape.

Flagpoles

Prior to installing a flagpole on any Lot, the Owner of the Lot shall submit a written request including specific plans detailing the height, type, location, method of installation, color and any proposed flag and flagpole illumination to the Design Review Committee for approval. The Design Review Committee shall not unreasonably deny an Owner's request to install a flagpole, but retains the right to approve the flagpole subject to the following guidelines:

1. Only one (1) permanent, removable, wall mounted or freestanding pole will be permitted per Lot.
2. The height of a flagpole can be no taller than the height of the highest point of the roofline.
3. Wall mounted flag poles shall be a maximum of five feet (5') long with attaching brackets painted to match the attachment area and will not require prior approval.
4. Flag size may not exceed 3'x 5', and no more than two (2) flags shall be displayed at one time. Pursuant to A.R.S. § 33-1808(A), as it may be amended from time to time, the following flags shall be permitted (so long as displayed in a respectful manner): the American flag or an official or replica of a flag of the United States Army, Navy, Air Force, Marine Corps or Coast Guard, the POW/MIA flag, the Arizona state flag, an Arizona Indian nations flag, and the Gadsden flag, all other flags are prohibited.
5. Flags must be removed during inclement weather.
6. All equipment including poles, ropes, pulleys, and flags shall be maintained in good condition at all times.
7. If the flagpole, or its installation, causes physical damage to any other Lot or the Common Areas, the Owner of the Lot shall be responsible for all damage caused.

The Association permits display of a reasonable number of additional American flags on the following National Holidays only (to be removed no later than 5:00 p.m. of the following day): Memorial Day, Flag Day, July 4, Labor Day, Veterans Day.

Fences/Walls

Plans for new or improved fences or walls must be submitted to the Design Review Committee prior to construction. Subject to the CC&Rs and applicable laws, plans to raise the height of a common wall must be submitted to the Design Review Committee for prior approval with written consent from the adjacent neighbor(s). Owners requesting the height adjustment are solely responsible for engineering new wall footings and submitting engineering plans with each request. Copies of all applicable municipal and other approvals must be submitted with the requests. Walls Improvements must match the existing walls in texture and color. Boundary wall Improvements or modifications are prohibited.

Gates

Double gates at the side of the home may be installed to allow wider access to rear yards with prior written approval from the Design Review Committee, provided that the installation of such gates does not require boundary wall modifications. All gates (double or single) shall be the same material, design and color as the originally installed single gate. Shrubs, trees and plant material must be installed and maintained between the street and the gate access whenever possible.

Gutters and Downspouts

Gutters and downspouts will be considered for approval if the finish matches the color of the home. The Association strongly recommends use of high quality materials that offer long life as the gutter must be maintained in good condition. Downspouts must be directed so as not to drain on to neighboring Property.

HVAC

Except as initially installed by the Declarant or Designated Builder, no heating, air conditioning or evaporative cooling unit shall be placed, installed, constructed or maintained upon any Lot without the prior approval of the Design Review Committee. All units must be ground mounted, located within the perimeter of the rear yard and screened or concealed so that they are not Visible From Neighboring Property.

Outdoor Fireplaces

Outdoor fireplaces may only be installed and used in rear yards and require the prior approval of the Design Review Committee. Outdoor fireplaces may not exceed seven (7) feet in height and may not be closer than five (5) feet to the Property line or any greater distance as may be required in order to comply with any applicable ordinances, codes, or laws. Proposals for the installation of outdoor fireplaces and barbecues must include materials, colors and the location and distance from neighboring Lots. The style, color and materials of the proposed Improvement shall complement the style, color and materials of the community. Each Owner is responsible for assuring that the operation of the fireplace is in compliance with all applicable ordinances, codes and laws. The Design Review Committee may require neighbor approval of such Improvements.

Outdoor Lighting

Any outdoor lighting installed on a Lot or home must receive advance approval from the Design Review Committee. Permanent lighting sources shall not be directed towards streets, Common Areas or neighboring Property. Lighting mounted on the front or side of a building shall be in decorative fixtures that diffuse light and shall not contain colored bulbs or bulbs with wattage greater than sixty (60) watts or eight hundred (800) lumens.

Patio Covers

Roofing material color shall match that which was installed by the Declarant or Designated Builder on the original roof of the home. The color of supports and material shall match the color of the body or trim of the home. Structures must be professionally installed, and

match the exterior color of the home. A setback to sidewalls that complies with applicable regulations must be maintained.

Ramadas and Gazebos

Ramadas and gazebos may be erected in rear yards with the prior approval of the Design Review Committee, subject to the following guidelines:

1. Maximum square footage (under roof area) is one hundred and twenty (120) square feet.
2. Maximum roof height is ten (10) feet at the highest point.
3. The structure must be set back a minimum of five (5) feet from any common wall or any greater distance as may be required in order to comply with any applicable ordinances, codes, or laws.
4. The structure must be painted a natural cedar or match the color of the home and be maintained in good condition.
5. Any roof tile must also match the tile on the home.
6. Lighting of the structure must be approved by the Design Review Committee prior to installation.

Play Structures

Play structures may be erected in rear yards only with the prior approval of the Design Review Committee, subject to the following guidelines:

1. Structures must be set back a minimum of seven (7) feet from any common wall.
2. Maximum height allowed to the top support bar, highest point of structure or shade canopy is ten (10) feet.
3. Maximum height of any deck or platform is to be four (4) feet above ground.
4. The distance from the ground elevation to the top of the common wall must be measured and submitted with plans.
5. The Design Review Committee will take appearance, height, and proximity to neighboring properties into consideration.
6. Any shade canopy must be solid tan or earthtone color.
7. A brochure or picture must be included with each submittal.

Pools and Spas

Pools and spas require the prior approval of the Design Review Committee as provided below:

1. Common walls on Lots bordering Common Areas may not be torn down to allow access to rear yards.
2. Access must be gained by removing a portion of the front wall on the side of the home.
3. Gates, walls and any front yard landscaping that is removed or damaged must be returned to their original condition in a timely fashion.

4. All pool and spa motors and associated equipment must be screened or concealed so they are not Visible From Neighboring Property, and placed in a location so that noise generated from such equipment will be the least disruptive to neighbors.
5. Lots with view fence must include an equipment screening plan for approval by the Design Review Committee.
6. Except for hot tubs or whirlpool spas, above-ground pools are not permitted.
7. Plans and specifications for a pool or spa, as prepared by the pool or spa contractor, must include any proposed fencing.
8. To the greatest extent possible, hot tubs and spas shall be located in such a manner that they are not Visible From Neighboring Property.
9. Backwash water from pools and spas (including water drained from pools or spas in order to perform maintenance on pools or spas) must be contained wholly on an Owner's Lot and may not be permitted to seep or flow onto an adjacent Lot or Common Area (including streets). The Owner of the Lot shall be responsible for all damage caused to an adjacent Lot or Common Area due to backwash, including erosion.
10. Pool ladders, slides, rock waterfalls, etc. that exceed the height of the fence or wall must have the prior approval of the Design Review Committee. Such items shall not exceed eight (8) feet in height and must be set back a minimum of five (5) feet from the Property lines.

Pool Fencing and Equipment

The specifications for rear yard pool fencing installation on a Lot with view fencing shall be neutral earth tone color to match or blend with the existing color of the home or fencing. Pool fence enclosures must meet all city, county, state and federal requirements, and an Owner shall submit a proposal for a pool fence enclosure only after being assured by the applicable municipal authority that the proposed fence enclosure will not violate those requirements.

Pool equipment on Lots with view fencing must be screened so as to not be Visible From Neighboring Property or Common Area. Screening may be through plant material or hardscape enclosure. Hardscape enclosures do not require approval if the enclosure does not exceed four (4) feet in height and is painted to match the exterior color of the home. All other screening material requires the approval of the Design Review Committee.

Satellite Dishes

An antenna one (1) meter or less in diameter or diagonal measurement which is designed to receive signals from direct broadcast satellites (DBS) or designed to receive video programming services from multi-channel multi-point distribution (wireless cable) providers (MMDS) or an antenna that is designed to receive television broadcast signals (TVBS) may be placed, installed, or kept on a Lot subject to the provisions of 47 C.F.R. Section 1.4000 of the Code of Federal Regulations (“Federal Regulations”).

Should applicable law prohibit the Design Review Committee from requiring prior approval for the installation of certain antennas, the preferred locations, in descending order of preference, are as follows

1. The antenna must be placed on the Lot in such a manner as to not be Visible From Neighboring Property unless it is impossible to do so without impairing the user’s ability to receive signals from a provider of DBS, MMDS or TVBS.
2. If the antenna cannot be placed on the Lot in such a manner as to not be Visible From Neighboring Property without impairing the user’s ability to receive signals from a provider of DBS, MMDS or TVBS, then the antenna must be screened by landscaping or by some other means to reduce to the greatest extent possible its Visibility From Neighboring Property without impairing the user’s ability to receive signals from a provider of DBS, MMDS or TVBS.
3. If the antenna is mounted on a residence or other structure and is Visible From Neighboring Property, the antenna must be painted a color that will blend into the background against which the antenna is mounted, unless the painting of the antenna would impair the user’s ability to receive signals from a provider of DBS, MMDS or TVBS.
4. An antenna that is less than one (1) meter in diameter and is designed to receive video program services from MMDS or an antenna designed to receive TVBS may be mounted on a mast, provided that the mast may be no higher than twelve (12) feet above the roofline or the height necessary to establish line of sight contact with the transmitter, whichever is lower. If the mast or antenna is Visible From Neighboring Property, the mast or antenna must be painted a color that will blend into the background against which the antenna is mounted, so long as the painting of the antenna does not impair the user’s ability to receive signals from the MMDS or TVBS provider.

Security Doors, Screen Doors and Sunscreens

Metal security/screen door designs along with the proposed sunscreen materials must be submitted for approval. Approvals will only be considered if the doors are of a neutral design and are painted to match the exterior color of the home or are a neutral “earth tone” color. Bronze, gray, charcoal, brown or beige sunscreen material may also be considered for approval.

Silver colored aluminum security/screen doors and/or wire screen mesh doors are strictly prohibited on front doors.

Reflective and non-reflective window films are expressly prohibited.

Signs

No sign of any kind which is Visible From Neighboring Property shall be installed or displayed on any Lot or Common Area without the prior written approval of the Design Review Committee as to size, color, design, message content, number and location except:

1. Such signs as may be used by Declarant or Designated Builder in connection with the development and sale of Lots in the community;
2. Such signs as may be required by legal proceedings, or which by law may not be prohibited;
3. One temporary sign per Lot no larger than thirty (30) inches by twenty-four (24) inches used exclusively to advertise the Lot for sale;
4. Political sign (as defined by A.R.S. §33-1808) with a maximum aggregate total of nine (9) square feet; provided that no political signs may be displayed earlier than seventy-one (71) days before an election day or more than three (3) days after an election day;
5. Such signs as may be desired by Declarant or Designated Builder or required for traffic control, construction job identification, builder identification and subdivision identification as are in conformance with the requirements of the City;
6. Security signs are acceptable but they may not exceed eighty (80) square inches;
7. All other signs must be approved in advance in writing by the Design Review Committee.

All signs shall conform to applicable municipal ordinances and other governmental requirements. **Signs advertising landscaping or pool contractors, etc., must be removed within forty-eight (48) hours of completion of work.**

Solar Panels

The Association recognizes the Owners' right to install and use solar energy devices, as set forth in A.R.S. § 33-1816, and hereby adopts these guidelines in order to regulate the placement of solar energy devices that are governed by A.R.S. § 33-1816 and A.R.S. § 44-1761. If the solar energy device is one of the devices listed in A.R.S. § 44-1761, the placement of the solar energy device must be approved in advance by the Design Review Committee. Such solar energy device must comply with the following guidelines, to the extent that they do not impair the functioning of the device, or adversely affect the cost or efficiency of the device:

1. No solar energy device may encroach upon the Common Area or the Property of another Owner.
2. A solar energy device must be placed in the rear patio or on a portion of the roof facing away from the street so as not to be Visible From Neighboring Property.
3. The solar energy device must be shielded from view so as not to be Visible From Neighboring Property to the maximum extent possible. The landscaping or structure used to shield the solar energy device must be approved in advance by the Design Review Committee.
4. The solar energy device must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits.

5. Placement and installation must be pursuant to the manufacturer's instructions.
6. In order to protect against personal injury and property damage, the solar energy device may not be placed in a location where it may come into contact with a power line.
7. In order to protect against personal injury and property damage, all solar energy devices must be properly grounded and secured.
8. In order to protect against personal injury, solar energy devices may not block or obstruct any driver's view of an intersection or street.
9. The Owner is responsible for all costs associated with the installation and maintenance of the solar energy device and shall keep the device in good repair.
10. The Owner is responsible for all damage caused by or connected with the solar energy device.
11. The Owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the solar energy device.

Storage Sheds

Storage sheds require the prior written approval of the Design Review Committee and are subject to the following guidelines:

1. Storage sheds are subject to rear setbacks of a minimum of five (5) feet from any Property line or any greater distance as may be required in order to comply with any applicable ordinances, codes, or laws.
2. Sheds may not be Visible From Neighboring Property, the streets or the Common Areas.
3. Quality materials and construction shall be required.
4. Sheds must be in harmony with the exterior of the residence including siding, color, and roofing materials.

Window Coverings Criteria

Permanent draperies or suitable window treatments must be installed on all front-facing windows within sixty (60) days of occupancy. No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type material shall be installed or placed upon the outside or inside of any windows. Exterior window coverings, shelf openings, or treatments used to decorate must be compatible with respect to materials and color, and with the style and color of the home, and require the prior written approval of the Design Review Committee.

Landscape Guidelines

Front Yard Landscaping

Unless installed by the Declarant or Designated Builder, within ninety (90) days from the close of escrow, each Owner shall install landscaping Improvements, together with any sprinkler system or drip irrigation system sufficient to adequately water the landscaping Improvements in the front yard of their Lot and any public right-of-way areas lying between the front or side boundaries of the Lot and an adjacent street. All landscaping Improvements installed in such areas must be approved by the Design Review Committee prior to installation. The area from the street to the back of the sidewalk, shown as the Private Sidewalk Easement, is maintained by the HOA. No changes to this area are permitted by the homeowner.

Fine Grading and Mounding

Fine grading and mounding is a critical aspect of landscaping. Each Lot has been graded such that all storm water will drain away from the home. It is important that this drainage pattern is maintained when preparing the landscape design, especially if mounding or berthing is proposed. In all cases, the installation must comply with the approved grading and drainage plan. Mounding must appear natural.

Rear Yard Landscaping

Unless installed by the Declarant or Designated Builder, within ninety (90) days from the close of escrow, each Owner of a Lot where the rear and/or side yards are enclosed with wrought iron view fence and Visible From Neighboring Property shall install all landscaping Improvements, together with any sprinkler system or drip irrigation system sufficient to adequately water the landscaping Improvements, on such rear yard and/or side yards. All landscaping Improvements installed in such areas must be approved by the Design Review Committee prior to installation.

Rear yard landscaping Improvements on Lots that are not Visible From Neighboring Property shall be completed within one hundred eighty (180) days from the close of escrow and do not require the approval of the Design Review Committee.

Front Yard Landscape Minimum Standards

Front yards shall be designed to include minimum quantities and sizes of plant material. The following minimum plant material sizes and quantities are required; however the Design Review Committee may consider variations of these requirements if turf, courtyard walls or other items are installed not allowing for the minimum requirements specified in which the completed landscape plan results in an attractive front yard:

Trees: 2 (24" box)

Shrubs: 8 (5 gallon)

Ground Cover: 6 (5 gallon)

1. Plants must not include any plant/material listed in the Prohibited Plant Materials. (listed below)
2. Owners are to select low shrubs/groundcover along driveway and street frontages to maintain visibility. Plants exceeding two (2) feet in mature height shall be located at least eight (8) feet back from public sidewalks or curbs.
3. Surface select boulders may be grouped in clusters, with varied sizes, buried 1/3 below grade and incorporated with grades to mimic a natural outcropping. Boulders may not exceed three (3) feet in height and shall have a natural oval character that is compatible with specific decomposed granite. Colored and lava rocks are prohibited.
4. Owners may use low voltage lighting to highlight entry walks, or accentuate trees where permitted by all applicable laws and ordinances. Colored bulbs and lenses are prohibited. Light source shall be adjusted to minimize glare on adjacent properties, the streets and Common Areas.
5. Ornamentation such as driftwood, skulls, wagon wheels, sculptures, and others are not permitted in front yards.

Rock and Ground Cover

Decomposed granite used in the community shall be of a neutral earth tone color, artificially colored rock or granite is prohibited. No more than two (2) different colors of one-half ($\frac{1}{2}$) inch screened granite rock is allowed in the front yard and rock shall not spell out any words or names. All granite areas must be treated with a pre-emergent weed control at regular intervals to retard weed growth.

River rock shall be three (3) to six (6) inches in diameter and cover not more than ten percent (10%) of front yard landscaping. Rip rap that matches or complements the front yard decomposed granite, placed in a “run” must also meet the percent (10%) maximum coverage.

Boulders

Use of boulders to create a natural setting is permitted subject to the following criteria:

Boulders must be “surface select” granite boulders and must be buried with one-third of the boulder being underground. Boulders shall be installed in a naturalistic manner and integrated within the landscape including other boulders or landscape materials such as plants, decomposed granite and contouring.

Turf

Turf is an approved ground cover permitted in front and rear yard landscaping provided that no turf or spray irrigation shall abut walls or fences. Planting areas of at least five (5) feet are recommended between walls, fences, structures and turf or spray irrigation. Great care should be taken to avoid spraying of walls, fences and other structures that may cause

damage and void any warranty. Drainage shall flow away from all walls and any structures, and Owners shall maintain proper grading on the Lot to eliminate any undue drainage onto neighboring Lots. Irrigation systems shall not produce excessive watering on walls so as to cause structural damage to common walls.

Artificial Turf

High quality and natural-looking artificial turf is an acceptable landscape option to provide the appearance of a well-kept lawn without the cost of irrigation and routine maintenance. Any application or request to use artificial turf in front yards and rear yards Visible From Neighboring Property must be approved by the Design Review Committee in writing prior to installation.

The Design Review Committee will consider applications for the use of artificial turf on a case-by-case basis, subject to the following guidelines:

1. Artificial turf must be of a high quality material, suitable style and color for the purpose intended and must appear seamless, natural and well groomed.
2. Appropriate front yard uses are strictly for lawns and landscape elements.
3. Artificial turf and natural turf are not allowed in the same yard which is Visible From Neighboring Property.
4. Specialized surfaces for putting greens, play areas, bocce ball and other uses are allowed in rear yards only and must be installed as permanent construction. Rear yards Visible From Neighboring Property require the prior approval of the Design Review Committee.
5. Artificial turf must be installed by a professional, qualified contractor. Owners and Do-it-Yourselfers are not allowed to install artificial turf.

Maintenance Requirements for Artificial Turf

Owners must maintain the appearance of the artificial turf in a clean, “like-new” condition. Periodically, leaves and other debris shall be raked or removed in order to keep the artificial turf looking similar to natural turf. The Association retains the right to determine when the artificial turf must be replaced due to weathering or other types of damages. Artificial turf must be replaced with the same turf originally approved if replacement or repair is required.

Submittal Requirements for Artificial Turf Applications

Applications for the use of artificial turf must be submitted to the Design Review Committee for review and approval PRIOR to any installation. Construction or installation may not commence until such approval is granted in writing by the Design Review Committee.

Submittals must include:

- Application Form:** The completed application form must be signed by the Owner and must include the contact information of the contractor that will be installing the artificial turf.
- Site Plan**
 - Location of the proposed artificial turf.
 - Dimensions for the proposed Improvements.

- Proposed plan for drainage of the affected area.

Manufacturers Specifications

Sample of Artificial Turf: 12" x 12" minimum size

- This must be a sample of the actual turf to be used.
- Label the back of the sample with the Owner's Name and Address.
- Label the back of the sample with the Product Name and Manufacturer.

The Design Review Committee may, at its discretion, maintain a collection of samples and specifications of artificial turf products that have been deemed acceptable and approved by the Design Review Committee, and Owners and Applicants may request a list of these products. The Design Review Committee does not endorse or warranty any artificial turf products.

Irrigation

With an average rainfall of less than nine (9) inches, most plant material requires a supplemental irrigation system to sustain plant life yet preserve our precious water supply. Each Owner shall provide a complete irrigation system compatible with the front yard design. All landscape irrigation must be underground, automatic and low water use drip systems with time clocks cycled for efficient deep watering, except for turf and flower bed areas which may use spray systems with 100% head-to-head coverage. Overspray onto sidewalks and streets is strictly prohibited, and great care should be taken to avoid spray of walls, fences and other structures that may cause damage and void any warranty. All irrigation and drip system lines must be covered under gravel or within plant material. Exposed irrigation or drip system lines are prohibited. Any irrigation lines that are not in use must be capped.

Landscape Lighting

Lighting, other than that installed by Declarant or Designated Builder, must be approved by the Design Review Committee. The following outlines the minimum standards for lighting:

1. Lighting shall be shielded such that the light shines primarily on the Lot on which it is installed. Lights which create glare Visible From Neighboring Property are prohibited.
2. Lights shall be screened whenever possible with walls, plant materials or internal shielding to allow the light to be seen, but not the fixture itself.
3. Only low-voltage landscape lighting is permitted, and fixtures shall not exceed an illumination intensity of more than one (1) foot-candle power as measured from the closest Property line.

Prohibited Plant Materials

The following vegetation types and varieties are expressly prohibited due to reasons of profuse and noxious pollen, excessive heights and weed-like characteristics of excessive growth, high water demands or other similar traits. Under no circumstances is it permissible to plant a prohibited plant or allow it to remain within the front yard or backyard of any Lot within the community, unless specifically noted below.

TREES

<u>Common Name</u>	<u>Botanical Name</u>
Australian Bottle Trees	<i>Brachychiton populneus</i>
Australian Willow	<i>Geijera parviflora</i>
Canary Date Palm	<i>Phoenixd/canariensis</i>
Cottonwood	<i>Populus</i>
Cypress	<i>Cupressus</i>
False Cypress	<i>Chamaecyparissus</i>
Olive trees other than "Swan Hill" variety	<i>Olea Europaea</i>
Jacaranda	<i>Jacaranda mimosifolia</i>
Mexican Fan Palm	<i>Washingtonia robusta</i>
Mexican Palo Verde	<i>Parkinsonia aculeate</i>
Mimosa	<i>Algizia Julibrissin</i>
Oleanders other than dwarf variety	<i>Nerium Oleander</i>
Thevetia	<i>Thevetia species</i>
Windmill Palm	<i>Trachycarpus foruniei</i>
Mulberry trees, all varieties	<i>Morus L.</i>
Eucalyptus trees, all varieties	

Note: All Citrus, Palms, Oleanders, Pines, Juniper and Cedar, whose mature growth height may reasonably be expected to exceed ten (10) feet will be prohibited for aesthetic reasons. Dwarf varieties, and those specimens whose mature growth height may reasonably be expected to be maintained at less than ten (10) feet, may be installed in rear yards only.

Ground Cover

<u>Common Name</u>	<u>Botanical Name</u>
Fountain Grass	<i>Pennisetum setaceum</i>
Pampas grass	<i>Cortaderia selloana</i>

Maintenance

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses, and removal of trash, leaves, and debris.

Water Features and Statuary

Lawn ornamentations, including but not limited to, landscape sculptures, statues, outdoor art, decorative water features, waterfalls, fountains, ponds, animal replicas, pottery or similar landscape elements, or any material or object applied to a wall, fence, gate or other Improvement on a Lot, whether permanently installed or not, are considered Improvements and part of the landscaping and therefore subject to the prior written approval of the Design Review Committee before installation. Items such as fountains and statuary are permissible within the rear yard (as long as they are not visible above the fence line). Fountains in the front yard may not exceed four (4) feet in height. Statuary is not allowed in the front yard except for seasonal decorations which must be removed in a timely manner (see Holiday Lighting). Following approval by the Design Review Committee, it is recommended that water features and fountains be chlorinated. The Design Review Committee reserves the right to limit the size and quantity of statuary in rear yards where the Improvement is Visible From Neighboring Property. Statuary must be of earth tones, no painted finishes, and must be approved in advance by the Design Review Committee.

Hardscape

The Design Review Committee must approve any hardscape items proposed for front yard installation. Hardscape items that will be Visible From Neighboring Property, the streets, or the Common Area in the rear yard also require prior approval.

Association Rules

The following Association rules summarize some of the common provisions found in the CC&Rs as well as rules established by the Board pursuant to its rulemaking authority set forth in the CC&Rs.

General Property Restrictions

No Owner may lease less than his, her or its entire Lot, and no Lot may be leased for a period of less than three (3) consecutive months. All leases must restrict occupancy to a Single Family Residential Use and be in writing. No gainful occupation, trade or other non-residential use may be conducted on the Property for the purpose of receiving products or services related to such usage. Owners must notify the Association of any lease within fifteen (15) days of the effective date of the lease, and provide the Association with the following: (a) name of tenant, (b) date and term of the lease, and (c) current address of the Owner. The Association shall have the right to charge an administrative fee in connection with the Association's record keeping of each new lease.

Trash/Recycling Containers and Collection

No garbage or trash shall be kept on any Lot except in covered containers. These containers must be stored so that they are not Visible From Neighboring Property, the street, or Common Areas, except up to twenty-four (24) hours in advance of collection and not later than twenty-four (24) hours after collection. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot. Notwithstanding the foregoing, garbage or trash placed on any Lot solely in connection with any bulk trash pickup program shall be acceptable so long as such garbage or trash is placed neatly on the Lot and is made available for collection no earlier than the weekend immediately prior to the weekday of collection.

Pets

Residents are allowed to keep a reasonable number of generally recognized domesticated house or yard pets. Animals cannot be kept or raised for commercial purposes and they are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors. Dog runs must have the prior approval of the Design Review Committee. Dogs must be kept on leashes at all times while on the Association's Property and all Owners must clean up after their pets. No structure for the care, housing, or confinement of any pet shall be maintained so as to be Visible From Neighboring Property. Upon the written request of an Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal, bird, poultry, or livestock is a generally recognized as a domesticated house or yard pet and whether such a pet is a nuisance.

Holiday Lighting

Temporary holiday decorations are permitted from Thanksgiving through January 15. Other holiday lighting must receive the approval of the Design Review Committee prior to being installed.

Seasonal and Decorative Flags

Seasonal and decorative flags, which are house mounted below the roofline, do not require approval. Seasonal flags must be removed within ten (10) days after the date of the holiday, and all flags must be maintained in good condition at all times. Seasonal or decorative flags that are determined by the Board, in its sole discretion, to be offensive to neighbors or the Association must be removed. Sports flags will only be allowed to be displayed on the day prior to and the day of the specified team's most recent game.

Machinery and Equipment

No machinery, fixtures, or equipment of any type, including, but not limited to heating, cooling, air-conditioning and refrigeration equipment, may be placed on any Lot without screening or concealment so they are not Visible From Neighboring Property, the street or Common Areas. Oil pans, carpet, boards or any other object used to collect oil spills from driveways must be removed when not in use and stored so as not to be Visible From Neighboring Property, the street or Common Areas.

Vehicles

Motor vehicles classed by manufacturer rating as exceeding one (1) ton, mobile homes, recreational vehicles, travel trailers, tent trailers, camper shells, detached campers, boats, boat trailers, hang gliders, ultra lights, or other similar equipment or vehicle cannot be parked, kept, placed, or maintained on the street or any Lot so as to be Visible From Neighboring Property, the street or Common Areas. The provisions of this section shall not apply to pickup trucks of less than one (1) ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked and used on a regular and reoccurring basis for basic transportation or in conjunction with a Resident's occupation, provided the vehicle is in good repair and any and all "tools of the trade" stored in or upon the vehicle are not visible.

Automobiles, motorcycles, motorbikes or other vehicles cannot be constructed, reconstructed or repaired upon any Lot, parcel or street, and no inoperable vehicles, including but not limited to vehicles with flat tires. Vehicles described in the preceding sentence cannot be stored or parked on the street or any Lot, so as to be Visible From Neighboring Property, the street or Common Areas; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement approved in writing by the Design Review Committee.

Parking

Vehicles of all Owners, lessees, and Residents, and of their guests and invitees, are to be kept in garages, carports or the residential driveways of the Owner, whenever such facilities are sufficient to accommodate the number of vehicles on the Lot. In the event the garage and driveway is insufficient for parking, temporary parking shall be allowed on the street directly adjacent to the Lot.

Speakers

Outside speakers will only be allowed if they are concealed in the patio cover and secluded from view. Residents are required to keep the volume as low as possible so as not to disturb the peaceful enjoyment of neighbors.

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
6 ON SIXTEEN HOMEOWNERS ASSOCIATION**

c/o Realty Asset Advisors SW, Inc.
7909 East Pecos Lane, Scottsdale, AZ 85250
PHONE: 402-708-2121/E-Mail: realtyassetadvisors@gmail.com

RESOLUTION TO ADOPT DESIGN GUIDELINES AND RULES AND REGULATIONS

WHEREAS, the 6 on Sixteen Homeowners Association (the "Association") is an Arizona nonprofit corporation that governs, in whole or in part, the property subject to the Declaration of Covenants, Conditions and Restrictions for 6 on Sixteen Homeowners Association, recorded as Document No. 2019-0021869 in the Official Records of Yavapai County, Arizona, as amended from time to time (the "Declaration");

WHEREAS, the Declaration of the 6 on Sixteen Homeowners Association provides the Board of Directors of the Association (the "Board") the authority to govern the affairs of the Association;

WHEREAS, Article 3, Section 3.1(b) of the Declaration provides for the Board's authority to adopt, amend and repeal architectural guidelines, standards and procedures;

WHEREAS, the Board now wishes to adopt certain architectural guidelines and rules and regulations; and

WHEREAS, the Board hereby takes the following action in writing and without a meeting pursuant to A.R.S. § 10-3821, which action shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

NOW, THEREFORE, the Board hereby approves and adopts the 6 on Sixteen Homeowners Association Design Guidelines and Association Rules and Regulations dated effective October ____ 2023 (the "Design Guidelines"), and declares that these Design Guidelines shall be binding and enforceable as set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this day of October, ____ 12023



Daniel Fox
President and Director, Board of Directors

After recording, return to:

Rose Law Group p.c.
Attn: Tony Freeman
7144 E. Stetson Dr., Ste. 300
Scottsdale, AZ 85251
Telephone: 480-944-4250

ABANDONMENT AND RELEASE OF EASEMENT

THIS ABANDONMENT AND RELEASE OF EASEMENT ("Abandonment") is made effective as of June 30, 2022, by express acknowledgment of COTTONWOOD 1, LLC, a Wyoming limited liability company (the "Owner").

WHEREAS, the Owner is the fee title owner of that certain property described in the Warranty Deed, recorded with the Yavapai County Recorder on July 20, 2022, at Reception Number 2022-0044194 ("Property");

WHEREAS, pursuant to that certain Warranty Deed, recorded with the Yavapai County Recorder on March 2, 1981, at Book 1363, Page 457 (as attached in Exhibit A hereto, "Easement Warranty Deed"), a portion of the Property was subject to a purported Easement for Ingress-Egress and Utilities over the West 25.00 feet of the parcel (the "Easement");

WHEREAS, the grantee named in the Easement Warranty Deed subsequently conveyed the affected portion of the Property via Quit Claim Deed, recorded with the Yavapai County Recorder on May 8, 1998, at Book 3569, Page 250 (as attached in Exhibit B hereto, the "Quit Claim"), without condition or reference to such Easement;

WHEREAS, pursuant to a Yavapai County Recorder title search, there is no record of any dominant estate grantee holding rights, title, or interest to said Easement in any prior or subsequent conveyance related to the same;

WHEREAS, no property or record owner adjacent to the Property or purported Easement, contends to benefit from or use such Easement for ingress, egress, or utilities;

WHEREAS, the Easement has not been in use for a significant period, if any, and is unduly and significantly burdensome to the Owner's rights, title, use, and enjoyment of the Property;

WHEREAS, the Owner owns the entirety of the Property which make up the adjoining parcels of land abutting the purported Easement, meaning there is complete unity of the dominant and servient estates, if any, and no other known property or person benefits from or holds any recorded or known rights, title or interest in the Easement, and Owner so desires to expressly state and confirm that the Easement is, abandoned, extinguished, terminated and released in all material respects by virtue of merger of ownership.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, and to forego any reasonable doubt, the Owner is duly authorized and so does expressly agree and acknowledge

that the Easement, and all rights and interests granted thereunder, if any, is hereby abandoned, extinguished, terminated and released in all respects, and that the Easement is hereby null, void and no longer of any further force or effect.

IN WITNESS WHEREOF, the Owner has caused this Abandonment and Release of Easement to be effective as of the date first written above.

COTTONWOOD 1, LLC, a Wyoming limited liability company

By: Daniel Fox
Its: Authorized Signatory

NOTARY PUBLIC

State of Arizona)
County of Maricopa) SS.

The foregoing instrument was acknowledged before me this 26th day of May, 2023, by Daniel Fox, a duly authorized representative of Cottonwood 1, LLC, a Wyoming limited liability company.

Angelica Van Bellen
Notary Public

My commission expires: June 5, 2023

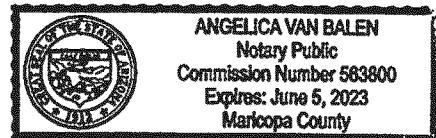
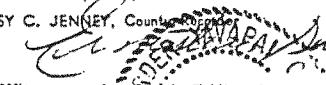


Exhibit A

ATTACHED.

STATE OF ARIZONA, County of Yavapai—7338

I do hereby certify that the within instrument was filed and recorded at the request of **TRANSAMERICA TITLE INSURANCE CO.**
on **MAR 2 '81-3 20 PM** o'clock book **1363** Official Records Page **457**
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By  Deputy

When recorded, mail to:

Witness my hand and official seal.

Compared
Photostated
Fee:

M. and R. Enterprises, an Ariz. Partnership
3602 N. 30th Street
Phoenix, Arizona 85016

By

County Recorder
Deputy Recorder

Escrow #40006080-4

5

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

HANS-RUDY C. STADELMAN and CYNTHIA L. STADELMAN, husband and wife
hereafter called the Grantor, whether one or more than one, hereby conveys to

M. AND R. ENTERPRISES, AN ARIZONA PARTNERSHIP

the following real property situated in Yavapai County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

A parcel of land located in the East 1/2 of Section 3, Township 15 North, Range 3 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 3; thence S 00°02'02" West, along the East line of said Section 3; a distance of 417.96 feet; thence N 89°42'54" West, a distance of 291.82 feet to the TRUE POINT OF BEGINNING; thence continuing N 89°42'54" West, a distance of 266.48 feet; thence N 00°46'08" West, a distance of 1103.53 feet; thence S 89°44'08" East, a distance of 266.48 feet; thence S 00°46'08" East, a distance of 1103.63 feet to the POINT OF BEGINNING.

EXCEPT all oil, minerals, ores and metals of every kind, as reserved in Deed recorded in Book 187 of Deeds, page 331, records of Yavapai County, Arizona.

Subject to an Easement for Ingress-Egress and Utilities over the West 25.00 feet of the above described parcel.

arb. 186

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 25th day of November, 1980


Hans-Rudy C. Stadelman


Cynthia L. Stadelman

STATE OF ARIZONA
County of Yavapai

My commission will expire Mar. 18, 1983

This instrument was acknowledged before me this 15 day of February, 1981, by Hans-Rudy C. Stadelman and Cynthia L. Stadelman


ST

Notary Public

STATE OF _____
County of _____

This instrument was acknowledged before me this _____ day of
_____, 19_____, by _____

BOOK **1363** PAGE **457**

Notary Public

My commission will expire

FURNISHED THROUGH THE COURTESY OF TRANSAMERICA TITLE INSURANCE COMPANY

Exhibit B

ATTACHED.

2023-0023107 ABND
05/30/2023 08:22:39 AM Page 7 of 11
3037754 BK 3369 PG 250
Yavapai County
Patsy Jenney-Colon, Recorder
05/08/1998 10:31A PAGE 1 OF 5
R E SPURR
RECORDING FEE 5.00
SURCHARGE 4.00
POSTAGE 1.00

Recorded at the request of:

When Recorded, MAIL TO:

See p. 2

QUIT CLAIM DEED

WHEN RECORDED, MAIL TO:

2023-0023107 ABND
05/30/2023 08:22:39 AM Page 8 of 11

R.E. Spurr, as Trustee of the Raymond and Laura Spurr Family Trust dated November 19, 1987
3602 N. 30th Street
Phoenix, Arizona 85016

Escrow No. 200221

QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, **M AND R ENTERPRISES, AN ARIZONA GENERAL PARTNERSHIP**

hereby quit-claim to R.E. SPURR, AS TRUSTEE OF THE RAYMOND AND LAURA SPURR FAMILY TRUST DATED NOVEMBER 19, 1987

all right, title, or interest in the following real property situated in Yavapai County, Arizona:

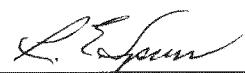
See Attached Legal Description

THE BENEFICIARIES OF THE TRUST ARE:
RAYMOND E. SPURR AND LAURA M. SPURR
3602 N. 30th Street, Phoenix, Arizona 85016

Exempt from Affidavit of Value per ARS 42-1614B 8

Dated: May 6, 1998

M and R Enterprises, an Arizona general partnership:

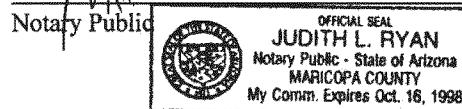
BY: 
R.E. Spurr, Partner

2023-0023107 ABND
05/30/2023 08:22:39 AM Page 9 of 11

STATE OF Arizona)
County of Maricopa)
) ss.
)

This instrument was acknowledged before me this 050698 by R.E. Spurr, as partner of M and R
Enterprises, an Arizona general partnership.

My commission expires:



2023-0023107 ABND
05/30/2023 08:22:39 AM Page 10 of 11

DESCRIPTION
OF A
4.1912 ACRE PARCEL

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE SOUTH 00°02'02" WEST ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 417.96 FEET;
THENCE NORTH 89°42'54" WEST, A DISTANCE OF 291.82 FEET;
THENCE NORTH 00°46'08" WEST, A DISTANCE OF 418.25 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°40'22" WEST, A DISTANCE OF 266.48 FEET;
THENCE NORTH 00°46'08" WEST, A DISTANCE OF 685.09 FEET;
THENCE SOUTH 89°44'08" EAST, A DISTANCE OF 266.48 FEET;
THENCE SOUTH 00°46'08" EAST, A DISTANCE OF 685.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 182,568 S.F. OR 4.1912 ACRES OF LAND, MORE OR LESS.

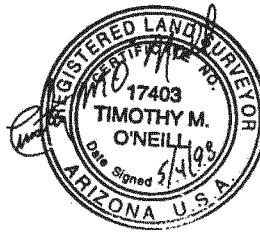
PREPARED BY:

O'NEILL ENGINEERING, INC.
2001 WEST CAMELBACK ROAD
SUITE 200
PHOENIX, AZ 85015

JOB NO: 3055

D:\3055\LEGAL.001

MAY 4, 1998



DESCRIPTION
OF A
1.2003 ACRE PARCEL

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3;
THENCE SOUTH $00^{\circ}02'02''$ WEST ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 417.96 FEET;
THENCE NORTH $89^{\circ}42'54''$ WEST, A DISTANCE OF 351.94 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH $89^{\circ}42'54''$ WEST, A DISTANCE OF 206.36 FEET;
THENCE NORTH $00^{\circ}46'08''$ WEST, A DISTANCE OF 403.96 FEET TO A POINT OF A NON-TANGENT CURVE;
THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET AN ARC LENGTH OF 101.51 FEET, A CENTRAL ANGLE OF $16^{\circ}37'00''$ AND A RADIAL BEARING OF SOUTH $42^{\circ}53'07''$ WEST;
THENCE SOUTH $31^{\circ}56'00''$ EAST, A DISTANCE OF 203.83 FEET TO A POINT ON A NON-TANGENT CURVE;
THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 300.00 FEET AN ARC LENGTH OF 160.33 FEET, A CENTRAL ANGLE OF $30^{\circ}37'14''$ AND A RADIAL BEARING OF SOUTH $59^{\circ}51'01''$ WEST TO THE POINT OF BEGINNING.

CONTAINING 52,284 S.F. OR 1.2003 ACRES OF LAND, MORE OR LESS.

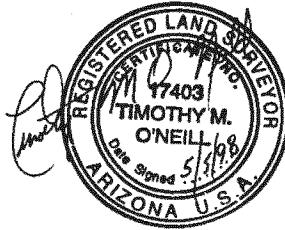
PREPARED BY:

O'NEILL ENGINEERING, INC.
2001 WEST CAMELBACK ROAD
SUITE 200
PHOENIX, AZ 85015

JOB NO: 3055

D:\3055\LEGAL.003

MAY 5, 1998



INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this 9th day of October, 2023 (the "Execution Date"),

BETWEEN:

Cottonwood 1, LLC of 7909 East Pecos Lane
(the "Indemnitee")

OF THE FIRST PART

and

City of Cottonwood Arizona of 111 N. Main Street Cottonwood, AZ 86326
(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

Definitions

1. The following definitions apply in the Agreement:

- a. "Activity" means the following:
Hold Harmless Agreement in favor of the City of Cottonwood for the abandonment of a 25' wide access and utility easement along the West boundary of referenced property.
- b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including lawyers' fees.
- c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- d. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
- e. "Parties" means both the Indemnitee and the Indemnifier.
- f. "Party" means either the Indemnitee or the Indemnifier.
- g. "Third Party" means any person other than the Indemnifier and the Indemnitee.

Indemnification

2. The Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the participation of the Indemnitee in the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnitee against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agent, employee or subcontractor.

3. In the case of a criminal proceeding, the Indemnitee will not be indemnified by the Indemnifier.

Exceptions to Indemnification

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Activity where:
 - a. in the case of a civil claim, the Indemnitee did not act in good faith and in a reasonable manner;
 - b. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
 - c. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
 - d. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

Notice of Claim

5. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

Authorization of Indemnification

6. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.

7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon an admission of guilt or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner.

Assumption of Defense

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
10. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further Expenses subsequently incurred by the Indemnitee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnitee.

Failure to Defend

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier will promptly reimburse the Indemnitee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Settlement and Consent of Indemnifier

12. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

Settlement and Consent of Indemnitee

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee. The Indemnitee will not unreasonably withhold consent to any settlement.

Cooperation

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnitee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnitee in the Activity.
15. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

Expenses

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Advances of Expenses

18. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses, including lawyers' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance payments may be made prior to the disposition of any claim.
19. The Indemnitee agrees to repay to the Indemnifier any advance payments of Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

Payment

20. All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within sixty days of receipt of Notice of Indemnity from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnitee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnitee will contain a listing of items covered under the payment.

Enforcement

22. If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty days after a written Notice of Indemnity has been submitted by the Indemnitee to the Indemnifier, the Indemnitee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnitee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnitee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnitee is not entitled to indemnification under this Agreement.

Insurance

24. The Indemnifier must take out and maintain insurance coverage with an insurer reasonably acceptable to the Indemnitee on terms reasonable and sufficient to indemnify the participation of the Indemnitee in the Activity.
25. If the Indemnifier fails to maintain adequate liability insurance, the Indemnitee may take out insurance and charge all costs to the Indemnifier.

Duration

26. The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:
 - a. so long as the Indemnitee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitral, administrative or investigative that results from the participation of the Indemnitee in the Activity; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

Unlimited Indemnification

- 27. Under this Agreement, indemnification will be unlimited as to amount.

Full Release

- 28. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

Further Action

- 29. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

Subrogation

- 30. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

Amendments

- 31. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

Assignment of Indemnifier Rights and Obligations

- 32. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

Assignment of Indemnitee Rights and Obligations

- 33. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

Notices

34. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

Governing Law

35. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

Jurisdiction

36. The courts of the State of Arizona are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

General Provisions

37. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

38. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

39. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

40. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

41. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.

42. Time is of the essence in this Agreement.
43. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
44. Headings are inserted for the convenience of the Parties only and will not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this 9th day of October, 2023.

Cottonwood 1, LLC (Indemnitee)



Authorized Signatory

Managing Member, Cottonwood 1, LLC

APPROVED AS TO FORM

City Attorney, City of Cottonwood Arizona (Indemnifier)

Authorized Signatory

City of Cottonwood Arizona (Indemnifier)

Authorized Signatory



October 6, 2023

Dear Mr. Daniel Fox,

Regarding Cottonwood 1, LLC., Abandonment and Release of Easement, reception number 2023-0023107 as recorded in Yavapai Co., Az.

UniSource does not occupy and has no future intention of occupying the referenced "Easement" as recorded in Book 1363, Page 457, Yavapai Co., Az, as it pertains to the "Property" in Deed 2022-0044194.

This letter represents UniSource Energy Services approval for abandonment of the ROW as noted on the aforementioned documents.

Thank you,

Brad Wurmser

Right of Way Agent I

Unisource Energy Services

6405 Wilkinson Dr.

Prescott, AZ 86301





October 2, 2023

Daniel Fox
Realty Asset Advisors
3300 n Scottsdale Rd. #4108
Scottsdale, AZ 85251

RE: *Ingress, Egress and Utility Easement Abandonment Concurrence*

Dear Mr. Fox:

Per your request for Arizona Public Service Company's (APS) concurrence to the abandonment of the ingress, egress, and utility easement (Easement) located on APN 406-36-364J (856 S. 16th St., Cottonwood, AZ), the following information is provided.

I have researched our records and found that the subject property is situated within the APS service territory. Our records indicate that there are no APS service or primary overhead or underground electric lines installed in the area of said Easement.

Should you have further questions concerning this matter, please contact me at (928) 773-6439 or dee.mcgrath@aps.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dee A. McGrath".

Dee A. McGrath
Senior Right of Way Agent
Right of Way Services Department
Arizona Public Service Company



“Inspiring a Vibrant Community”

VIA EMAIL

August 2, 2022

Daniel Fox
3300 N. Scottsdale Rd. #4108
Scottsdale, AZ 85251
realtyassetadvisors@gmail.com

Dear Mr. Fox,

Thank you for meeting with the Code Review Board on July 26, 2022 regarding the above referenced proposal for a seven-lot single-family subdivision.

The following is a process summary and preliminary comments from city departments:

- 1. Site Improvement Permits:** Permits may not be issued nor any site work commenced until after approval of Final Plats.
- 2. These comments are only for the project as presented at code review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.**

These comments are only for the project as presented at code review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov (928) 634-5505 x3320

1. For a subdivision of 10 or fewer lots an applicant may meet with the Community Development Director and the Public Works Director to review the conceptual plan for the subdivision. After approval from both Directors the applicant can proceed with having the Final Plat prepared.
2. The sidewalk on the eastern side of the parcel can be relocated into public right of way and does not have to be within the parcel. If the sidewalk is to remain within the property then an easement will be required for the sidewalk.
3. Lot setbacks should be measured from the exterior wall/post of any covered portion of the building. Lot 3 shows a back patio that extends into the rear yard setback of 15 feet. If the patio is covered then this does not meet the 15-foot setback requirements as we measure from the exterior post.
4. A lot combination will be required prior to approval of a Final Plat.
5. The site plan and letter of intent state that all units will be single-story. However, the site plan for the 3-bedroom units shows stairs and there does not seem to be 3 bedrooms in those floorplans. 2 and 2 & 1/2 story buildings are permitted with a maximum height of 35 feet.
6. We recommend driveways for lots 2,3,5 and 6 extend to at least 20 feet to increase parking capacity from 2 to 4 spaces per lot. Having vehicles parked in driveways that are too short will result in vehicles blocking the road/fire lane.
7. Any exterior lighting for residential uses shall meet the provisions of the State's Dark Sky Laws as well as the City's Lighting Code, Section 408. Full, cut-off style shielding is required. Please submit a lighting plan with cut sheets on all lighting fixture types and lumen calculation.
8. If you wish to receive additional Code Review comments before preparing the Final Plat contact Community Development at (928) 634-5505 to schedule an additional Code Review meeting. No additional Code Review application or fee is required.

Fire Department Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741 x2145

PRELIMINARY FIRE DEPARTMENT COMMENTS CRB 22-019

1. As a reminder, all plans and designs shall fully comply with the 2018 International Fire Code {IFC} and the 2018 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions. Please review the comments that are listed below.
2. A full complete set of detailed stamped plans shall be provided to the Cottonwood Fire & Medical Department for review and prior approval of all phases before the work is permitted to start.

FIRE SPRINKLERS

3. Fire sprinklers shall be installed throughout the building{s} per NFPA 13D and all local regulations. The system shall be designed to meet the Hazard Class.
4. The Fire Marshal or his representative shall inspect any/all fire protection system{s} components prior to concealment. Call 24 hours in advance to schedule all fire inspections @ {928} 634-2741 The following inspections are required for Fire Sprinklers:
 - *The installation of a 1.5" yard line shall be installed*
 - *The installation of Underground Fire Hydrants*
 - *Fireline Flush*
 - *Aboveground Rough-in & 200# test for Fire Sprinklers*
 - *Freeze Protection/Insulation.*
 - *Final system acceptance*
 - *Above and Below ground Certifications*

FIRE HYDRANT AND FIRE FLOW COMMENTS

5. One Fire Hydrant is required to be installed on this project. Contact the Cottonwood Fire Marshal for direct placement of the Fire Hydrants.
6. All plans, designs and fire flow calculations shall fully comply with the 2018 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
7. Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site.

STREET / ACCESS / FIRE LANE COMMENTS

8. Surface shall be designed and maintained to support the imposed loads of all fire apparatus and shall be surfaced so as to provide all weather driving capabilities.
9. All Fire Lane access roads shall be capable of supporting the imposed load of fire apparatus weighing up to 75,000 {GVW}
10. All road widths turn around distance shall meet the requirements in the 2018 International Fire Code Appendix D and the City of Cottonwood conditions.
11. The minimum turning radius for all turns shall be twenty-eight (35) feet inside turning radius and fifty (50) feet outside turning radius. Show all Fire Apparatus turning radius movements on the plans.
12. Fire lanes shall be provided and shall be a minimum of 20' wide and have a vertical clearance of 13'6" and maintained within 150' of any part of the building. All turn radius shall meet Appendix D of the 2018 IFC.
13. 12"x 8" red retro reflective Fire Lane signs stating "No parking by order of the Fire Marshal" shall be posted at every 75'

MAPPING / ADDRESSING COMMENTS

14. All addressing and street names shall be coordinated and approved with the Cottonwood Fire Departments Captain Jeff Boyd. All requirements and conditions shall meet the conditions of Chapter 5 and appendix D of the 2018 IFC.
15. Six inch addressing shall be installed onto the buildings.

FIRE DEPARTMENT ACCESS

16. A designated approved Fire Department access Fire Lane{s} shall be installed and maintained at all times during construction. No roll off bins, dumpsters or construction materials shall obstruct the Fire Lane at any time.

FIRE MARSHAL DIRECT COMMENTS

17. The contractor shall schedule an onsite meeting with the Cottonwood Fire Marshal at the start of the project.
18. Schedule all Fire Inspections from Monday to Thursday 7:00am to 4:00pm
19. If there are any questions or comments, please feel free to contact me at 928} 634-2741 or email rcontreras@cottonwoodaz.gov

<https://www.knoxbox.com/Products>

No plan review approval will be provided until all conditions are fully met. These comments are preliminary and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. All comments and standards shall meet the City of Cottonwood Fire & Medical Department.

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. This development will require a drainage study according to the requirements of the City of Cottonwood Engineering Design Standards Manual which is located on the City website under public works.
2. Any increase in runoff as a result of this development will need to be detained/mitigated and the “first flush” will need to be retained or treated.
3. A full set of final civil improvement plans shall be provided to the City of Cottonwood Engineering Department for review and approval prior to the issuance of any permits.
4. Any work within the City’s right-of-way will require an approved right-of-way permit. The application for this permit may be obtained through the City’s Public Works facility or on the City’s official website.
5. All improvements within the City’s right-of-way shall comply with the City’s engineering design standards.
6. All work within the City’s right-of-way will be subject to the inspections and approval by the City’s Engineering Department.
7. This development will be responsible for completing offsite improvements along 16th Street adjacent to the development’s frontage. The developer will be required to install vertical curb and gutter and 6-foot wide concrete sidewalk from the existing improvements south of the development to the development’s northmost property corner.

8. This project will disturb more than $\frac{1}{4}$ acre of ground. A stormwater pollution prevention plan (SWPPP) and permit coverage ADEQ will be required. Provide the City Engineering Department with a copy of the Notice of Intent (NOI), SWPPP, and all inspection reports.

Risk Management – Amanda Wilber, awilber@cottonwoodaz.gov (928) 340-2713

1. No comments.

Cottonwood Municipal Airport – Jeffrey S. Tripp, A.A.E. jtripp@cottonwoodaz.gov
928-340-2722

1. Please use industry standards and techniques necessary to achieve interior noise level reduction of 65 DNL.
2. Per [**A.R.S. § 28-8486 Territory in the Vicinity of a Public Airport**](#), the Public Airport Disclosure Map (**Attachment A**) notifies owners and potential purchasers of property that the property is located in the vicinity of a public airport and hospital heliport. The proposed development is located within the flight patterns for the runway and near the Verde Valley Regional Medical Center heliport. Residents/occupants will experience aircraft and helicopter overflight and noise.
3. A Surface and Overhead Avigation Easement (**Attachment B**) is required and must be recorded by the Yavapai County Recorder's Office before the Certificate of Occupancy is issued by the City. Any future owners should be provided a copy of the recorded "Surface and Overhead Avigation Easement".
4. The Airport requests all residents be provided with a copy of the Cottonwood Airport Traffic Area disclosure notice (**Attachment C**) in all fair disclosure documents and CC&Rs. The Airport supports no-cost, reasonable access to airport/avigation-related disclosures and easement information to prospective residents to the public (owner-occupants and/or renters).
5. Airport staff reserves the right to append CRB comments or provide more specific information about requirements, conditions, applicable regulatory/safety processes, etc., as the project evolves.

Utilities – Russell Freye, P.E. rfreyecottonwoodaz.gov (928) 634-0186

1. City of Cottonwood standard specifications and details shall be used to construct and install water and sewer utilities.
2. Maintain water and sewer separation per City of Cottonwood and MAG Standards.

3. Capacity fees are to be paid for by the developer or owner.
4. Since Fire flows to the building are required for interior sprinkler system a backflow preventer per City of Cottonwood Standards will be required on the water service lines where applicable.

Police Department – Christopher Dowell, cdowell@cottonwoodaz.gov (928) 634-4246 x 2270

1. No comments.

Building Department – Cody Blazer, cblazer@cottonwoodaz.gov (928) 634-5505 x3368

1. All plan submittals shall be through the Community Development Department.
2. All change orders which occur following the issuance of a building permit must be approved by city staff or they will be cited as part of the final inspection corrections and must be remedied before a certificate of occupancy will be issued.
3. Two sets of plans as well as one digital copy prepared and stamped by a licensed architect shall be submitted for each building for review accompanied by a completed building permit application for each.
4. All plans submitted shall meet the applicable code requirements of the 2018 IBC, 2018 IRC, 2018 IPC, 2018 IMC, 2018 IECC, and the 2017 NEC.
5. Fire sprinklers may be required and will be submitted as a separate permit, verify with Fire Marshal.
6. Where required by law all work will be performed by contractors licensed by the State of Arizona and the City of

Yavapai County Community Health Services – Robert Mumper, robert.mumper@yavapaiaz.us (928) 634-6891

1. No comments.

Housing Manager – Shannon Boone, sboone@cottonwoodaz.gov (928) 203-5126

1. No comments.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please call if you have any questions.

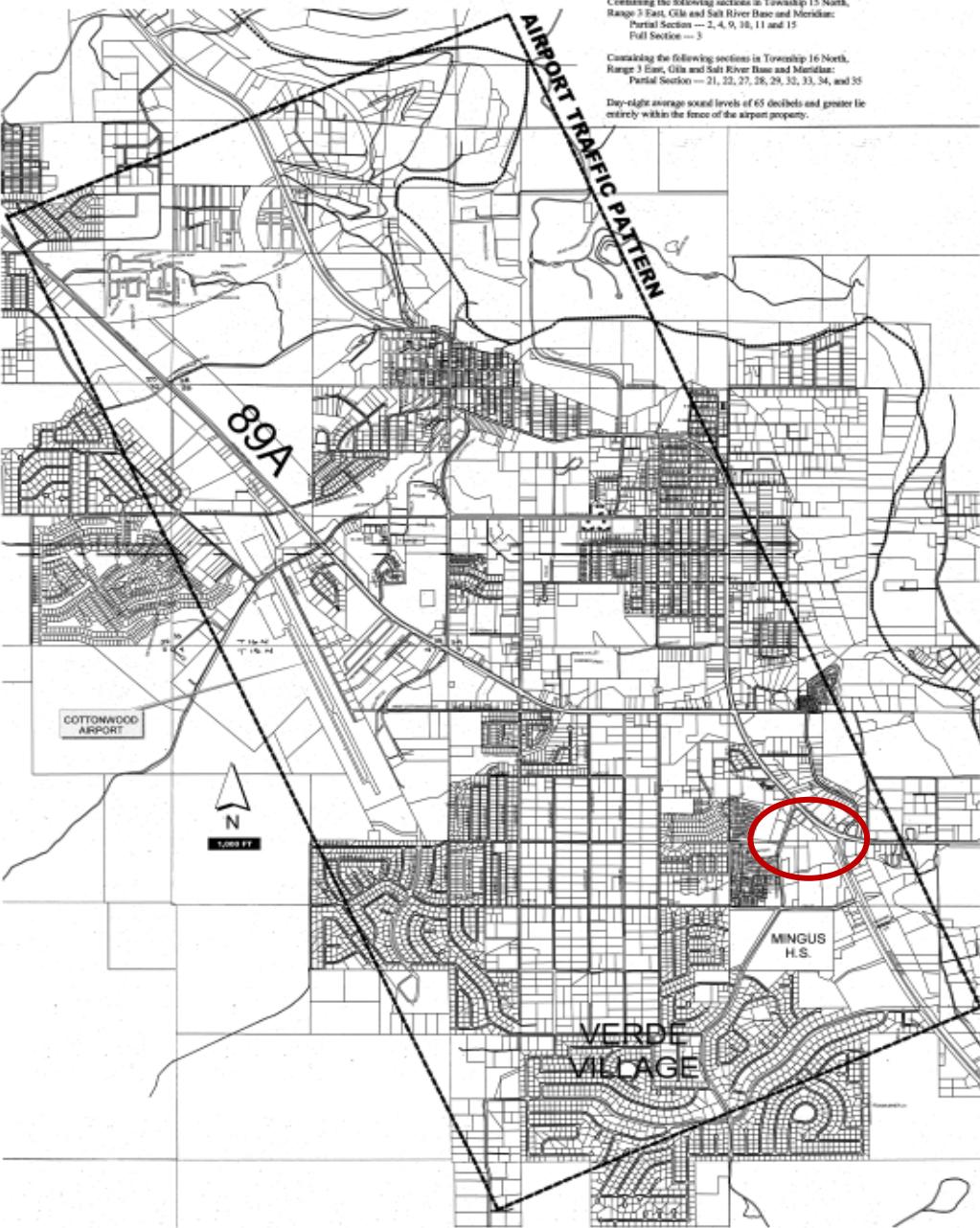
Sincerely,



Tina Hayden
Community Development Planner

Attachment A
Public Airport Disclosure Map

**Territory in the Vicinity
of the Cottonwood Airport**
Pursuant to ARS 28-8486
January 2006



Attachment B

SURFACE AND OVERHEAD AVIGATION EASEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, ("Grantor"), and the CITY OF COTTONWOOD, a municipal corporation of the State of Arizona. ("Grantee").

WHEREAS, Grantor is the owner of certain real property in Yavapai County, Arizona, more particularly described as parcel(s) _____ on Exhibit A, attached hereto and by this reference incorporated herein ("the Property").

NOW, THEREFORE, the Grantor, for themselves, their heirs, administrators, executors, successors and assigns do hereby grant the following appurtenant rights and benefits to the (Cottonwood Municipal Airport) hereinafter called the "Grantee" for the use and benefit of the public.

The appurtenant rights and benefits include the uses, rights and restrictions described as follows:

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of Cottonwood Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

In granting this easement, the Grantor agree to construct no buildings taller than one hundred feet (100') in height from the surface of the above listed property.

The Grantor agrees that during the life of this easement, they will not construct, erect, suffer to permit or allow any structure or trees on the surface of the burdened property taller than the height listed above.

The Grantor agrees to keep the easement area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights; fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the easement area.

Grantor agrees to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document. The (Cottonwood Municipal Airport)

has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is taller than the height listed above.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Cottonwood Municipal Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantor, their heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals this _____ day
of _____, 20____.

GRANTORS:

By:

The foregoing instrument was acknowledged before me, the undersigned notary public,
This _____ day of _____, 20__ by _____ as the
of _____

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

Notary Public

GRANTEE:

City of Cottonwood

By:

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

Attachment C

DISCLOSURE OF THE COTTONWOOD AIRPORT TRAFFIC AREA

The City of Cottonwood (“City”) seeks to provide prospective buyers or renters of property near the Cottonwood Municipal Airport (“Airport”) with notice and information regarding the potential to experience airport noise within the Cottonwood Municipal Airport Traffic Area (“ATA”). In addition, the Airport currently provides recommended noise abatement procedures to all pilots. These procedures are posted at the airport; in various FAA and other aviation-related publications; and are broadcast on the Airport’s Automated Weather Observation System in an attempt to decrease the amount and impact of airport noise on surrounding residential areas whenever possible. The City is sensitive to aeronautical noise over residential areas; however, noise is an inevitable effect of operating a public airport, and cannot be fully eliminated.

In accordance with Arizona Revised Statutes Sections 28-8485 and 28-8486, the City is recording this Notice and the attached Municipal Airport Traffic Area and Noise Contour Maps in the Official Records of Yavapai County, and has also submitted them to the AZ Department of Real Estate for posting on its website.

Prospective buyers and/or renters of property within the Cottonwood Municipal Airport Traffic Area are hereby advised that:

- (a) Cottonwood Municipal Airport is located approximately 1.3 miles southwest of the center of the City of Cottonwood. The Airport is generally located between Route 89A to the north, Mesquite Drive to the south, Willard Street to the east, and Mingus Avenue to the west. The Cottonwood Municipal Airport Traffic Area map indicates the estimated current noise levels, in decibels, of certain areas of the Traffic Area.
- (b) The Airport is operated as a general aviation airport for City of Cottonwood and is used mostly for single engine and twin-engine airplanes, corporate jets, helicopters, unscheduled service of turboprop and jet aircraft, helicopter medical evacuation, and charter services that use both helicopters and fixed wing aircraft of various sizes.
- (c) Aircraft leaving or approaching the Airport may fly over nearby residential areas at varying altitudes depending on meteorological conditions, aircraft type, aircraft performance, and pilot proficiency.
- (d) The Airport encourages aviators to follow the published noise abatement procedures, which may change from time to time. However, the Airport is open 24 hours / 7 days per week per Federal Aviation Administration requirements — which means takeoffs and landings may occur at any hour.
- (e) The average number of takeoffs and landings at the Airport in calendar year 2021 was approximately 37,000 per year. However, that number varies, and has steadily increased in correlation with the population growth of the City of Cottonwood and surrounding Verde Valley and flight training activity.

(f) Flights over properties within the ATA may generate noise. The volume, pitch, amount, and frequency of such noise varies depending the altitudes at which the aircraft fly, wind direction and other meteorological conditions, and the number or type of aircraft.

(g) The Airport has, and will continue to implement noise abatement procedures. These procedures include informing aviators of the procedures that may help reduce or minimize aircraft noise within the ATA. These noise abatement procedures are published in various FAA and other aviation publications, and they are also on the Airport's website.

The Arizona Department of Real Estate – <https://azre.gov/public-airports>



"Inspiring a Vibrant Community"

VIA EMAIL

December 20, 2022

Daniel Fox
3300 N. Scottsdale Rd. #4108
Scottsdale, AZ 85251
realtyassetadvisors@gmail.com

Re: CRB #22-019 REVISION

**Cottonwood 1: 856 S. 16th Street
APN 406-06-364J**

Dear Mr. Fox:

Thank you for meeting with the Code Review Board on December 13, 2022 regarding the above referenced project. The project as presented is for single-family subdivision consisting of six residential lots. As mentioned, this project is subject to the Subdivision Ordinance and will require review by the Planning and Zoning Commission and City Council approval of the Final Plat. Please review the [Subdivision Ordinance](#) for the Final Plat submittal requirements, the following is a process summary:

1. **Conceptual Plan:** For subdivisions of 10 or fewer lots a Conceptual Plan may be reviewed by the Community Development Director and the Public Works Director. The Community Development Director may approve the Conceptual Plan, bypassing the Sketch Plan phase and Preliminary Plat phase.
2. **Final Plat:** A Final Plat application submittal is required, and the application fee is \$1,120 (\$1000 base fee plus \$20 per lot). The application and fees should be submitted four to five weeks prior to a Planning and Zoning hearing. The Planning and Zoning Commission typically meets at 6 PM on the third Monday of each month. If this date falls on an observed holiday, then the meeting will take place on the following Monday. After Commission review, a City Council hearing will be scheduled to review the application. The City Council meets at 6 PM on the first and third Tuesday of each month.
3. **Site Improvement Permits:** Permits may not be issued nor any site work commenced until after approval of Final Plats.

4. **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required for each unit prior to use. All requirements stipulated as part of the Platting process must be addressed before any Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

These comments are only for the project as presented at Code Review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov (928) 634-5505 x3320

1. For a subdivision of 10 or fewer lots, an applicant may meet with the Community Development Director and the Public Works Director to review the conceptual plan for the subdivision. After approval from both Directors, the applicant can proceed with having the Final Plat prepared. A deed restriction will be required to prohibit further division or subdivision of these parcels when using this alternative procedure.
2. Any exterior lighting for residential uses shall meet the provisions of the State's Dark Sky Laws as well as the City's Lighting Code, Section 408. Full, cut-off style shielding is required. Please submit a lighting plan with cut sheets on all lighting fixture types and lumen calculation.
3. All previous iterations of Code Review comments, regarding this subdivision project, shall be complied with.

Fire Department Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741 x2145

PRELIMINARY FIRE DEPARTMENT COMMENTS CRB 22-019 THIRD REVIEW

1. As a reminder, all plans and designs shall fully comply with the 2018 International Fire Code {IFC} and the 2018 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions. Please review the comments that are listed below.
2. A full complete set of detailed stamped plans shall be provided to the Cottonwood Fire Department for review and prior approval of all phases before the work is permitted to start.

FIRE SPRINKLERS

3. Fire sprinklers shall be installed throughout the building{s} per NFPA 13D and all local regulations. The system shall be designed to meet the Hazard Class.

4. The Fire Marshal or his representative shall inspect any/all fire protection system{s} components prior to concealment. Call 24 hours in advance to schedule all fire inspections @ {928} 634-2741 The following inspections are required for Fire Sprinklers:

- *Installation and testing of underground Fireline's {including thrust blocks}*
- *The installation of Underground Fire Hydrants*
- *#200 lb. test of the Fireline*
- *Fireline Flush*
- *Aboveground Rough-in & 200# test for Fire Sprinklers*
- *Freeze Protection/Insulation.*
- *Final system acceptance*
- *Above and Below ground Certifications*

FIRE HYDRANT AND FIRE FLOW COMMENTS

5. One Fire Hydrant is required to be installed on this project. Contact the Cottonwood Fire Marshal for direct placement.
6. All plans, designs and fire flow calculations shall fully comply with the 2018 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
7. Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site.

STREET / ACCESS / FIRE LANE COMMENTS

8. Surface shall be designed and maintained to support the imposed loads of all fire apparatus and shall be surfaced so as to provide all weather driving capabilities.
9. All Fire Lane access roads shall be capable of supporting the imposed load of fire apparatus weighing up to 75,000 {GVW}
10. Fire lanes shall be provided and shall be a minimum of 20' wide and have a vertical clearance of 13'6" and maintained within 150' of any part of the building. All turn radius shall meet Appendix D of the 2018 IFC.
11. 12"x 8" red retro reflective Fire Lane signs stating "No parking by order of the Fire Marshal" shall be posted at every shared driveway {Two required at each driveway}

MAPPING / ADDRESSING COMMENTS

12. All addressing and street names shall be coordinated and approved with the Cottonwood Fire Departments Captain Jeff Boyd. All requirements and conditions shall meet the conditions of Chapter 5 and appendix D of the 2018 IFC.
13. Six inch addressing shall be installed onto the building, six-inch numbering shall be installed onto the signage at the entrance.

FIRE MARSHAL DIRECT COMMENTS

14. Call 24 hours in advance to schedule all fire inspections at {928} 634-2741.
15. Schedule all Fire Inspections from Monday to Thursday 7:00am to 4:00pm
16. If there are any questions or comments, please feel free to contact me at 928} 634-2741 or email rcontreras@cottonwoodaz.gov

- **No plan review approval will be provided until all conditions are fully met. These comments are preliminary and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. All comments and standards shall meet the City of Cottonwood Fire & Medical Department.**

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. This development will require a drainage study according to the requirements of the City of Cottonwood Engineering Design Standards Manual which is located on the City website under Public Works.
2. Any increase in runoff as a result of this development will need to be detained/mitigated and the “first flush” will need to be retained or treated.
3. A full set of final civil improvement plans shall be provided to the City of Cottonwood Engineering Department for review and approval prior to the issuance of any permits.
4. Any work within the City’s right-of-way will require an approved right-of-way permit. The application for this permit may be obtained through the City’s Public Works facility or on the City’s official website. The current cost for this permit is \$65 and is adjusted January 1 of every year.
5. All improvements within the City’s right-of-way shall comply with the City’s engineering design standards.
6. All work within the City’s right-of-way will be subject to the inspection and approval by the City’s Engineering Department.

7. This development will be responsible for completing offsite improvements along 16th Street adjacent to the development's frontage. The developer will be required to install vertical curb and gutter and 6' wide concrete sidewalk from the existing improvements south of the development to the development's northernmost property corner
8. This project will disturb more than 1 acre of ground. A stormwater pollution prevention plan (SWPPP) and permit coverage from ADEQ will be required. Provide the City Engineering Department with a copy of the Notice of Intent (NOI), SWPPP and all inspection reports.
9. Please revise the driveway configuration to ensure that all vehicles can exit the property without backing out onto 16th Street.

Risk Management – Amanda Wilber, awilber@cottonwoodaz.gov (928) 340-2713

1. No comments.

Cottonwood Municipal Airport – Jeffrey S. Tripp, A.A.E. jtripp@cottonwoodaz.gov
928-340-2722

1. No comments.

Utilities – Russell Freye, P.E. rfreye@cottonwoodaz.gov (928) 634-0186

1. No additional comments. All comments from previous Code Review Board meetings still apply.

Police Department – Christopher Dowell, cdowell@cottonwoodaz.gov (928) 634-4246 x 2270

1. No comments.

Building Department – Cody Blazer, cblazer@cottonwoodaz.gov (928) 634-5505 x3368

1. All plan submittals shall be through the Community Development Department.
2. All change orders which occur following the issuance of a building permit must be approved by city staff or they will be cited as part of the final inspection corrections and must be remedied before a certificate of occupancy will be issued.

3. Two sets of plans or one digital copy prepared and stamped by a registered design professional shall be submitted for each building for review accompanied by a completed building permit application for each.
4. All plans submitted shall meet the applicable code requirements of the 2018 IBC, 2018 IRC, 2018 IPC, 2018 IMC, 2018 IFGC, 2018 IECC, 2017 NEC, and 2009 A117.1 (including ADA parking).
5. Where required by law all work will be performed by contractors licensed by the State of Arizona and the City of Cottonwood.

Yavapai County Community Health Services – Robert Mumper,
robert.mumper@yavapaiaz.us (928) 634-6891

1. No comments.

Housing Manager – Shannon Boone, sboone@cottonwoodaz.gov (928) 203-5126

1. No comments.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please call if you have any questions.

Sincerely,



Tina Hayden
Community Development Planner



“Inspiring a Vibrant Community”

VIA SMARTGOV APPLICATION PORTAL

November 13, 2023

Daniel Fox
3300 N. Scottsdale Road
Scottsdale, AZ 85251
realtyassetadvisors@gmail.com

**Re: CRB-23-043 6 on 16th: 856 S. 16th Street
APN 406-06-364J**

Dear Mr. Fox:

Thank you for your submittal. The project as presented is for the subdivision of a parcel into 10 residential lots. As mentioned, this project would require Final Plat approval recommendation by the Planning and Zoning Commission and Final Plat Approval by the City Council. Please review the Cottonwood Zoning Ordinance procedural codes in the [Subdivision Ordinance](#). The following is a process summary:

1. **Final Plat submittal:** A Final Plat application submittal is required; and the application fee is \$1,000 plus \$20/lot (including any additional tracts of land). The application and fees should be submitted five to six weeks prior to a Planning and Zoning hearing. The Planning and Zoning Commission meets at 6 PM on the third Monday of each month. The City Council meets at 6 PM on the first and third Tuesday of each month.
2. **Site Improvement Permits:** Permits may not be issued nor any site work commenced until after Council approval and Final Plat recordation.
3. **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required prior to use. All requirements stipulated as part of the Building Permit process must be addressed before the Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

These comments are only for the project as presented at Code Review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov
(928) 634-5505 x3320

1. This proposed plat consists of 10 or fewer lots and is eligible, per Section 104.08 of the Subdivision Ordinance, to progress directly to the preparation of the Final Plat with the concurrence of the Community Development Director.

The Community Development Director has reviewed the preliminary plat and has determined that there are currently no unresolved issues with the preliminary plat and concurs that the applicant may progress to the preparation of the Final Plat.

The Final Plat will be required to be reviewed by the Planning and Zoning Commission prior to City Council review of the Final Plat.

This alternative procedure is not intended for property that will be further divided or subdivided into smaller tracts, parcels or lots at a later time. A deed restriction will be required as part of any Final Plat approved under this alternative procedure, prohibiting the further division or subdivision of lots approved as part of the Final Plat.

2. The cross-access easement must allow for emergency vehicle access for the City of Cottonwood.

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. The site will need to account for offsite flow entering the property from the south and west. Assume the 4-6" diameter outlets from the west are flowing full and the 4.7 CFS from the Crestview drainage report are entering the site.
2. Verify that the runoff directed to flow on 16th Street will not encroach more than half of the lane.
3. A catch basin is preferred instead of a scupper to capture runoff on 16th Street. +
4. Verify that the pipe under 16th Street will accommodate the peak runoff without overtopping the roadway. Upsize the pipe if necessary.
5. Add a layer of separation fabric on top of the rock in the detention ditch approximately six inches from the surface.

6. I do not see where the volume of the rock in the detention ditches are accounted for in the capacity.
7. The owner will need to execute a maintenance agreement with COC for the permanent stormwater controls per COCEDSM 3.10.4 B.
8. Developer may be required to apply a chip seal to 16th Street depending on the number and extent of patches caused by utility connections.
9. Pavement section for 16th Street will be 3" AC on 6" AB or match existing, whichever is greater. I did not see this called out on the plans.
10. Any work within the City's right-of-way will require an approved right-of-way permit. The application for this permit may be obtained through the City's Public Works facility or on the City's official website. The current cost for this permit is \$69 and is adjusted January 1 of every year.
11. All improvements within the City's right-of-way shall comply with the City's engineering design standards.
12. All work within the City's right-of-way will be subject to the inspection and approval by the City's Engineering Department.
13. This project will disturb more than 1 acre of ground. A stormwater pollution prevention plan (SWPPP) and permit coverage from ADEQ will be required. Provide the City Engineering Department with a copy of the Notice of Intent (NOI), SWPPP and all inspection reports.
14. Public Works will require the design engineer to provide certification that the civil improvements were constructed in substantial conformance with the approved plans at project completion.
15. An easement is required to address the drainage flow from the south adjacent property.

Utilities – Russell Freye, P.E. rfreye@cottonwoodaz.gov (928) 634-0186

1. City of Cottonwood standard specifications and details shall be used to construct and install water and sewer utilities.
2. Maintain water and sewer separation per City of Cottonwood and MAG Standards.
3. Capacity fees are to be paid for by the developer or owner.

4. The property owner or developer shall provide a third-party testing agency to inspect and ensure testing is done of installed utilities per the City of Cottonwood Design Standards. The testing reports shall be submitted to City of Cottonwood for documentation purposes.
5. The property owner or developer shall submit Approval to Construct (ATC) to ADEQ or appropriate paperwork from Yavapai County and provide completed forms to City of Cottonwood prior to construction permits being issued if ATC is required by the county. This is also documented the City of Cottonwood Standards and Specifications.
6. The City of Cottonwood has no water or sewer utilities on the western boundary of the property or in the easement at that location. Therefore, is okay with abandoning that easement as noted on the Submitted Plat maps.
7. For clarification, the City ROW will need to be retained for access to public utilities in it. This would be on the North and East side of the property. The existing 5' sewer will need to be retained for access to an existing sewer in it on the south side of the property.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please reach out if you have any questions.

Sincerely,



Tina Hayden
Community Development Planner



Meeting Date: January 22, 2024

Subject:

FP-23-002 – MINGUS VIEWS FINAL PLAT – Consideration of a Final Plat for a 10-lot single family residential subdivision in the R-1 (Single Family Residential) zone to be known as Mingus Views. The site is located on approximately 2.7 acres on the south side of Marauder Drive approximately 250 feet west of 16TH Street. APN: 406-06-036A.
Applicant: Joe Mulcaire Contracting LLC.

Department: Community Development

From: Kristina Hayden

REQUESTED ACTION

Consideration of a Final Plat for a 10-lot single family residential subdivision in the R-1 (Single Family Residential) zone to be known as Mingus Views.

SUGGESTED MOTION

If the Commission desires to recommend approval of this item, the suggested motion is:

"I move to recommend approval of the Final Plat for Mingus Views, subject to the stipulations that Staff has read into the record."

BACKGROUND

PROJECT DATA AND FACTS:

Property Owner:	Joe Mulcaire Contracting LLC
Representative:	Joe Mulcaire Contracting LLC
Location of Property:	No Address; APN: 406-06-036A
Present Zoning and Land Use:	R-1 (Single Family Residential - Vacant)
Description of Request:	Recommendation of approval to Council to approve the Final Plat for 10-lot single family residential subdivision.

LAND USE:

Description and Character of Surrounding Area:

The 2.73-acre site is a vacant lot located on the south side of Marauder Drive, and is surrounded by R-1 (Single Family Residential) zoned parcels. The parcels to the north and west are used for single family residential and non-conforming multi-family residential, and the parcels to the east and south have church uses.

Adjacent Land Uses and Zoning:

North: R-1 (Single Family Residential) - Single Family Residential, Non-Conforming Multi-Family Residential

South: R-1 (Single Family Residential) - Church

East: R-1 (Single Family Residential) - Church

West: R-1 (Single Family Residential) - R-1 (Single Family Residential) - Vacant

The applicant requests consideration of a Final Plat for a 10-lot single-family residential subdivision. The 2.73-acre site is located on the south side of Marauder Drive approximately 250 feet west of 16th Street.

Section 104.08 of the Subdivision Ordinance allows an alternative process for subdivisions that consist of 10 or fewer lots. This alternative process does require that the Planning and Zoning Commission review the Final Plat and make a recommendation to City Council. This alternative process is optional, and the only additional requirement for this process is a deed restriction that prohibits the further division or subdivision of the approved plat. The applicant is able to bypass both the sketch plan and preliminary plat phases and instead submit a conceptual plan which will be reviewed by the Public Works Director and Community Development Director. If the Community Development Director is able to determine that there are no unresolved issues with the conceptual plan, the applicant may directly proceed with the Final Plat submittal without submitting a Preliminary Plat.

STAFF ANALYSIS:

The applicant proposes 10 single-family residential lots, and two private streets to be named Wyatt Way and Mingus Views Lane. Wyatt Way is an east-west street that would connect to north-south Mingus Views Lane which further connects to the existing east-west Marauder Drive. Lots 1-4 are proposed to have access along Marauder Drive, and Lots 5-10 are proposed to have access along Wyatt Way.

Lots 2,3, and 5-10 will share ownership and have easement access to the private streets. The applicant is also dedicating easement access for emergency vehicle access along the private streets. Additional 8-foot wide public utility access easements are being dedicated along the interior side yards of Lots 1,2, 5, & 6; and the interior side yards of Lots 3, 4, 7, & 8. An 85-foot wide drainage easement along the interior side yard of Lots 9 and 10 is also proposed. Each lot exceeds the minimum lot size of 7,500 square feet required in the R-1 (Single Family Residential) Development Standards.

Per the CRB Comment Letter dated November 2, 2023, the City Engineer is requiring off-site improvements which includes the sidewalk across the property frontage adjacent to Marauder Drive. The off-site improvement plans would be included in the required Construction Plans submittal. The City Engineer is allowing the applicant to defer the submittals for the Construction Plans, Construction Cost Estimates, and the Phase 3 Drainage Report until Grading & Civil permit is submitted. The applicant has been made aware that the deferred submittal is done at risk and that a Plat Amendment may be required in the future to resolve any concerns that arise during permit review.

The proposed subdivision is not within a PAD (Planned Area Development) zone and so Design Review for single-family residences is not required for this proposal.

Staff posted a notice of the Planning and Zoning hearing at the property APN:406-06-036A and mailed notifications to owners of all properties within 300 feet of the site.

Staff has reviewed this project and finds that the requested Final Plat for a 10-lot single family subdivision is subject to review and recommendation by the Planning and Zoning Commission; and further review and approval by the City Council. Staff recommends the following stipulations:

1. The project shall be developed in conformance with the development plans as reviewed by the Planning and Zoning Commission at the January 22, 2024 meeting, and as reviewed by the City Council.
2. The developer shall adhere to the Code Review Board comment letters dated September 7, 2022 (Re: CRB #22-031), April 12, 2023 (Re: CRB #22-031 REVISION), and November 2, 2023 (Re: REVISED CRB-23-041).
3. The Construction Plans, Construction Cost Estimate, and Phase 3 Grading Report shall be submitted with the required Grading and Civil permit submittal.
4. The developer shall provide City staff with proof of recordation of the approved Final Plat within 60 days of City Council approval.

ATTACHMENTS

[Letter of Intent](#)

[Locator Map Mingus View Plat Color.pdf](#)

[FINAL PLAT REVISED 12-12-23 SHEET 1 OF 2.pdf](#)

[FINAL PLAT REVISED 12-12-23 SHEET 2 OF 2.pdf](#)

[CC&Rs 2 Updated.pdf](#)

[21-067_Mingus Views Subdivision Drainage Report \(2\).pdf](#)

[CRB #22-031](#)

[CRB #22-031 REVISION](#)

[REVISED CRB-23-041](#)

11/13/2023

To Whom It May Concern,

Joe Mulcaire Contracting LLC, owned by Joe & Rachel Mulcaire, has purchased the following parcel: 406-06-036A located to the south of Marauder Dr. and to the west of 16th St. Joe Mulcaire Contracting LLC is a local general contracting business that prides itself on building homes that our clients won't just live in but that they'll love. Joe & I have a collective 50 years of experience in the industry and deep roots in the Verde Valley. We are excited to meet a need the community we live in, and love, has for housing. The previously described parcel is 2.73 acres of relatively flat terrain, slightly sloping toward the wash at the southern rear of the property. A retention area will be implemented at the southern end of the proposed road to feed into the preexisting wash. We are proposing to build 10 single family residences with an estimated size of 1200-1800 SQFT each. They will be craftsman and farmhouse style. The road providing access to these home sites will be owned and maintained by the property owners, while meeting the specifications and standards of the City of Cottonwood. There are no other conditions or deed restrictions to address. There are no significant issues that have been identified in prior reviews. No code exemptions are being requested. Upon approval of the project, all infrastructure will be installed. Initially, we will be installing all City Utilities (power, sewer, gas and water), after which we will begin building 1-2 homes at a time with a 2-3 year estimated completion for the entire project. There are no future development or redevelopment of later phases applicable to this project.

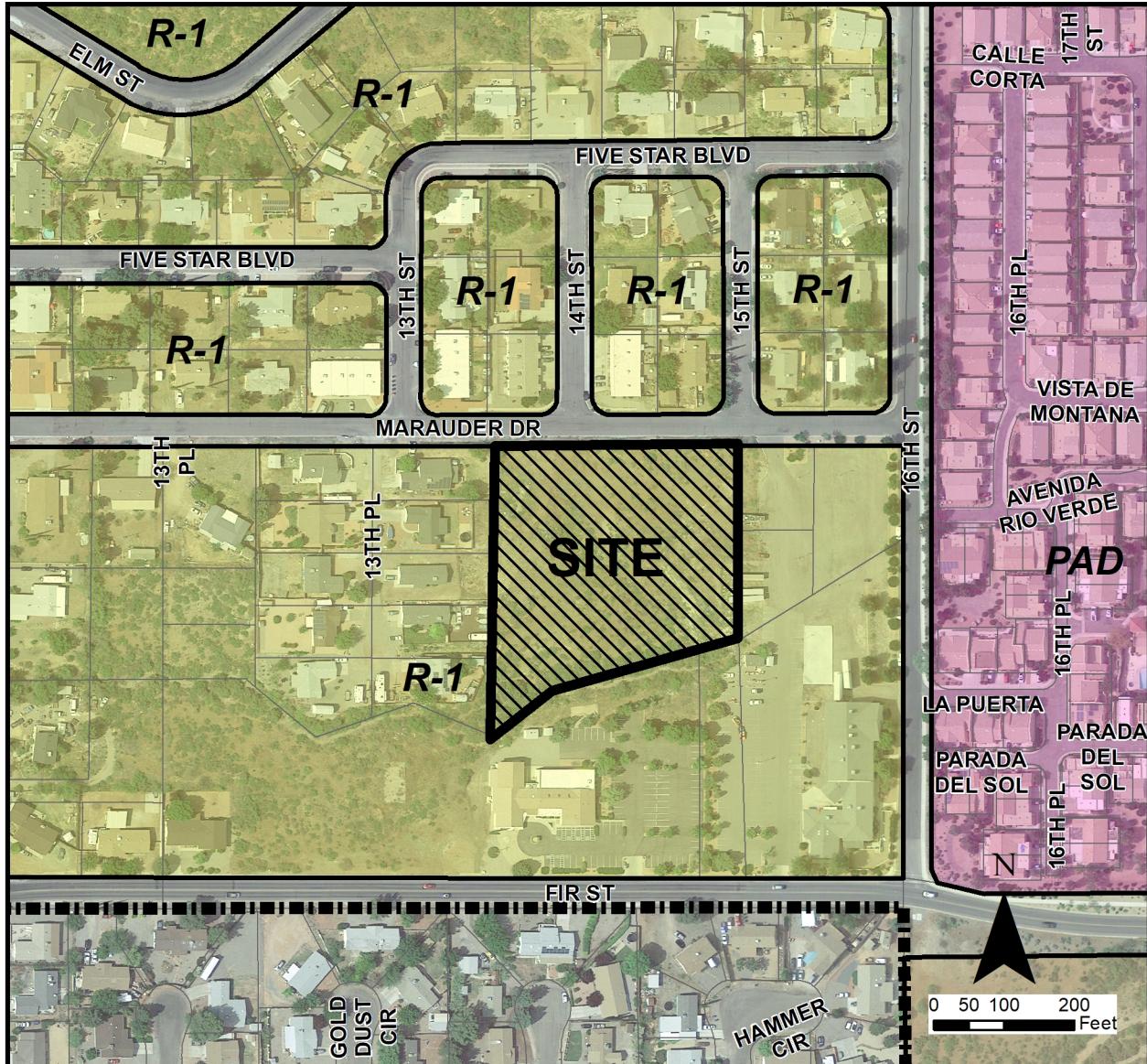
Thank you for reviewing our project.

Sincerely,

Joe & Rachel Mulcaire

FP 23-002

MINGUS VIEW FINAL PLAT



- City Boundary
- Proposed Final Plat
- Zoning Boundary

FINAL PLAT OF MINGUS VIEWS

CITY OF COTTONWOOD, ARIZONA
APN. 406-06-036A

BEING A PORTION OF SECTION 3,
TOWNSHIP 15 NORTH, RANGE 3 EAST,
GILA & SALT RIVER BASE & MERIDIAN,
YAVAPAI COUNTY, ARIZONA
CONTAINING 2.81 ACRES \pm

PRELIMINARY PLAT NOTES

1. THE SUBDIVIDER HEREBY DECLARES AND AGREES THAT THE NUMBERED LOTS ARE SHOWN AT THE MINIMUM SIZE PERMISSIBLE AND SHALL NOT BE FURTHER DIVIDED. THIS PROHIBITION AGAINST FURTHER DIVISIONS OF NUMBERED LOTS SHALL BECOME BINDING UPON EACH AND EVERY SUCCESSIVE OWNER. THIS PROHIBITION SHALL NOT APPLY TO THE CREATION OF EASEMENTS OR RIGHTS-OF-WAY, NOR TO THE CONVEYANCE OF MINOR PORTIONS OF A LOT TO THE OWNER OF A CONIGUOUS LOT FOR A ATTACHMENT TO THAT LOT. IN NO CASE SHALL ANY LOT BE SUBDIVIDED AS TO CREATE A LOT OF LESSER SIZE THAT IS ALLOWED WITHIN THE ZONING DISTRICT IN FORCE OVER THIS PLAT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER UTILITY EASEMENTS EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE OF FENCING, ASPHALT, PAVING, GRAVEL, CONCRETE, OR OTHER DRIVEWAY MATERIALS, OR SUITABLE LANDSCAPING. IT SHALL BE FURTHER UNDERSTOOD THAT THE UTILITY COMPANIES SHALL NOT BE REQUIRED TO REPLACE OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF UTILITIES.
3. LOT CORNERS SHALL BE SET WITHIN 120 DAYS OF APPROVAL AND RECORDING OF THIS FINAL PLAT AND WILL BE MONUMENTED WITH $\frac{1}{2}$ REBAR WITH PLASTIC CAPS STAMPED RLS 50106 OR OTHER ACCEPTED CORNER MONUMENT.
4. NO LINES, WIRES, OR SERVICES FOR THE COMMUNICATION OR TRANSMISSION OF ELECTRIC CURRENT OR POWER, ELECTROMAGNETIC IMPULSES, INCLUDING TELEPHONE, TELEVISION, AND RADIO SIGNALS, SHALL BE PLACED, OR MAINTAINED, ANYWHERE IN OR UPON THE PROPERTY UNLESS THEY ARE CONTAINED IN CONDUITS OR CABLES INSTALLED AND MAINTAINED UNDERGROUND OR CONCEALED, UNDER, OR ON BUILDINGS OR OTHER STRUCTURES APPROVED BY THE ASSOCIATION, NOTWITHSTANDING THE FOREGOING, BUT SUBJECT TO ANY APPLICABLE REQUIREMENTS OF GOVERNMENTAL AUTHORITIES, THE ASSOCIATION MAY AUTHORIZE THE ERCTION OF MICROWAVE TOWERS AND SIMILAR STRUCTURES ON COMMON AREAS FOR CENRALIZED RECEIPTION, TRANSMISSION, AND RE-TRANSMISSION OF MICROWAVE AND SIMILAR SIGNALS. NO PROVISION OF THIS PLAT APPROVED SHALL BE DEEMED TO FORBID THE ERCTION OF TEMPORARY POWER, OF TELEPHONE STRUCTURES INCIDENT TO THE CONSTRUCTION OF BUILDINGS, STRUCTURES OR IMPROVEMENTS APPROVED BY THE ASSOCIATION.

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JOE MULCAIRE CONTRACTING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE REAL PROPERTY DESCRIBED AND DEPICTED HEREON, HAS SUBDIVIDED UNDER THE NAME MINGUS VIEWS, A PORTION OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLATS AND FOR THE PLAT OF MINGUS VIEWS (THE "PLAT"), OWNER HEREBY DECLARAS THAT THE PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS AND THAT SUCH LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN HEREON.

1. OWNER HEREBY DEDICATES TO THE PUBLIC NON-EXCLUSIVE DRAINAGE EASEMENTS UPON OVER, ACROSS AND THROUGH OPEN SPACE TRACTS AND THOSE AREAS SPECIFICALLY DESIGNATED AS SUCH HEREON, NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER, SHOULD THE PROPERTY OWNER NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENT, THE GOVERNING AGENCY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS AND CHARGE THE PROPERTY OWNER THE COST OF THE MAINTENANCE. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

2. OWNER HEREBY DEDICATES THE DRAINAGE EASEMENT, AS RETENTION AREA SHOWN ON THIS PLAT FOR DRAINAGE AND RETENTION OF STORM WATER USAGE AND GRANTS TO THE OWNERS OF "MINGUS VIEWS" THE RIGHT TO ACCES AND MAINTAIN THE AREA DEEMED AS RETENTION AREA/DRAINAGE EASEMENT.

3. OWNER HEREBY DEDICATES ACCESS TO THE CITY OF COTTONWOOD EMERGENCY SERVICES FOR THE PRIVATE ROADS SHOWN ON THE FINAL PLAT OF THE MINGUS VIEWS SUBDIVISION, CALLED OUT AS WYATT WAY AND MINGUS VIEWS.

4. OWNER HEREBY DEDICATES THE CITY OF COTTONWOOD AND PRIVATE UTILITY COMPANIES THOSE AREAS ON HIS PLAT DESCRIBED AS PUBLIC UTILITY EASEMENT (PIPE, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF UTILITIES AND ACCESS THERETO, INCLUDING BUT NOT LIMITED TO SEWER, WATER, ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION, IMPAIRED IN ANY MANNER. THE CITY OF COTTONWOOD WILL NOT BE RESPONSIBLE FOR MAINTENANCE OF THESE PRIVATE ROADWAYS OR THEIR CORRIDORS.

DECLARATION OF EASEMENTS

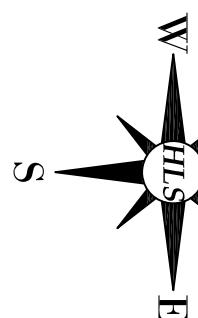
RECEIPT, TRANSMISSION, AND RE-TRANSMISSION OF MICROWAVE AND SIMILAR SIGNALS. NO PROVISION OF THIS PLAT APPROVED SHALL BE DEEMED TO FORBID THE ERCTION OF TEMPORARY POWER, OF TELEPHONE STRUCTURES OR IMPROVEMENTS APPROVED BY THE ASSOCIATION.

CERTIFICATION FOR ASSURED OR ADEQUATE WATER SUPPLY

THIS SUBDIVISION IS NOT WITHIN A DESIGNATED ACTIVE WATER SOURCE AREA. A STATEMENT CONCERNING WATER ADEQUACY HAS BEEN RECEIVED FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (PERTAINANT TO AAS-45-08) STATING THE WATER RESOURCES ARE ADEQUATE FOR THIS SUBDIVISION.

BY: COMMUNITY DEVELOPMENT DIR. DATE _____

NOT TO SCALE



VICINITY MAP



PROJECT

ACKNOWLEDGEMENT
STATE OF ARIZONA
COUNTY OF YAVAPAI
SUBSCRIBED AND SWEORN TO BEFORE ME THIS _____ DAY OF
2023, BY _____ (OWNER), OR
MULCAIRE CONTRACTING, LLC, AN ARIZONA LIMITED LIABILITY
COMPANY, ON BEHALF OF THE COMPANY.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED THERETO, TO THE REQUIREMENTS OF THE CITY OF COTTONWOOD SUBDIVISION ORDINANCE AND TO ANY OTHER APPLICABLE REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE.
APPROVED:
CITY ENGINEER _____ DATE _____
COMMUNITY DEVELOPMENT DIR. _____ DATE _____

APPROVALS
CITY COUNCIL SUBJECT TO STIPULATION ON _____ DATE _____
COTTONWOOD MAYOR _____ DATE _____
COTTONWOOD POLICE _____ DATE _____
SEAN PERROTTO, PE
231 SWANSON AVE, STE 204
LAKE HAVASU CITY, AZ 86403
CENTEL LINK
COTTONWOOD WATER
TAYLOR WASTE, PATRIOT, WASTE MANAGEMENT
COTTONWOOD SEWER
COTTONWOOD POLICE
FIRE DEPARTMENT
COTTONWOOD FIRE DEPARTMENT
ARIZONA PUBLIC SERVICE
CENTEL LINK
UNISOURCE ENERGY

CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED ON THIS FINAL PLAT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLINT GILLESPIE
REGISTERED LAND SURVEYOR
12/12/2023
DATE

WATER SOURCE
REFUSE REMOVAL
SEWER SERVICE
SEWER
FIRE DEPARTMENT
COTTONWOOD FIRE DEPARTMENT
ARIZONA PUBLIC SERVICE
CENTEL LINK
UNISOURCE ENERGY

JOB #22-0507M SHEET 1 OF 2
DATE: 12/12/2023 DRAWN BY: CDG

12/12/2023
DATE

HERITAGE
LAND SURVEYING & MAPPING INC.
CLINT GILLESPIE RLS
PO BOX 3270
(928) 567-9770

CLINT GILLESPIE RLS
PO BOX 3270
(928) 567-9770

Restrictive Covenants

Mingus Views

KNOWN BY ALL MEN THESE PRESENTS:

That Joe Mulcaire Contracting LLC, being the owner of the following described premises located within the City of Cottonwood, Yavapai County, Arizona, to wit:

Mingus Views lots 1-10 according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona in Book () of Maps and Plats, Page ().

WHEREAS, the owner has subdivided said protected area and intends to sell lots and building sites therein subject to certain protective restrictions, conditions, limitations, reservations, and covenants, herein referred to as "PROTECTIVE RESTRICTIONS" in order to ensure the most beneficial development in said area, and to prevent any detrimental use thereof.

1. **LANDSCAPING:** The natural or planted vegetation and landscape materials within the setbacks will be maintained by the property owner and may not be removed. All lots shall be landscaped to be aesthetically complimentary to the subdivision. Driveways must be concrete, granite, or asphalt with a minimum base of four inches. Granite, gravel or grass may be used for ground cover, however desert landscaping is recommended. The use of low water required plants is also recommended.
2. **MOTOR VEHICLE:** No motor vehicle, boat, camper, recreational vehicle, trailer or bus shall be constructed, reconstructed, repaired or stored on any lot in the project in such manner as to be visible from neighboring property; provided however, that the provisions of this section shall not apply to emergency repairs. Motor vehicles shall not be permitted to park on the roadways in the project. No vehicle shall be kept in a state of disrepair on the lot site or the roadway.
3. **FENCING:** All fences shall be wooden, wrought iron, ornamental iron, or vinyl construction. No chain link fencing.
4. **LOT DIVISION:** Lots are not permitted to be further subdivided.
5. **ROADS:** All roads are private and maintenance is the shared responsibility of all lot owners. Roads are to be maintained to accommodate emergency vehicle access in accordance with current fire codes.

Title subject to restrictions. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to the declaration obtained through sales in satisfaction of any mortgage or deed of trust shall thereafter be held subject to all the protective covenants hereof.

The foregoing protective covenants shall be binding on all parties and all persons claiming under them for a period of twenty five years from _____, at which time said protective restrictions shall be automatically renewed for an additional period of twenty

five years, unless 75% or more of the owners of record, at that time, agree in writing to changes and said changes are made in a lawful manner. Each and all of the protective restrictions shall be enforceable by injunction or by other forces of action available to the parties aggrieved, or to the grantor or their successors in interest. Invalidation of any one of these protective restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

DATED this _____ day of _____

Joe Mulcaire Contracting LLC by

STATE OF ARIZONA)
) SS
COUNTY OF YAVAPAI)

On this _____ day of _____, before me personally appeared

and _____

who acknowledged to be the Owners of the above described property and that as such Owners executed the foregoing instrument for the purpose therein contained.

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

(Notary Public)

My Commission expires:

Drainage Report

for

Mingus Views Subdivision

City of Cottonwood, Yavapai County, Arizona

Prepared for

Joe Mulcaire Contracting, LLC

2280 W. Quail Springs Ranch Rd.
Cottonwood, AZ 86326

This report and drainage plan for the drainage design of Cottonwood Subdivision was prepared by me in accordance with the provisions of the "Drainage Planning Submittal Requirements" of Yavapai County and other regulations of Yavapai County. I understand that Yavapai County does not, and will not, assume liability for the drainage facilities designed by others.

SIGNATURE:
Registered Professional Engineer



EXPIRES 12-31-2025

State of Arizona No. 51810

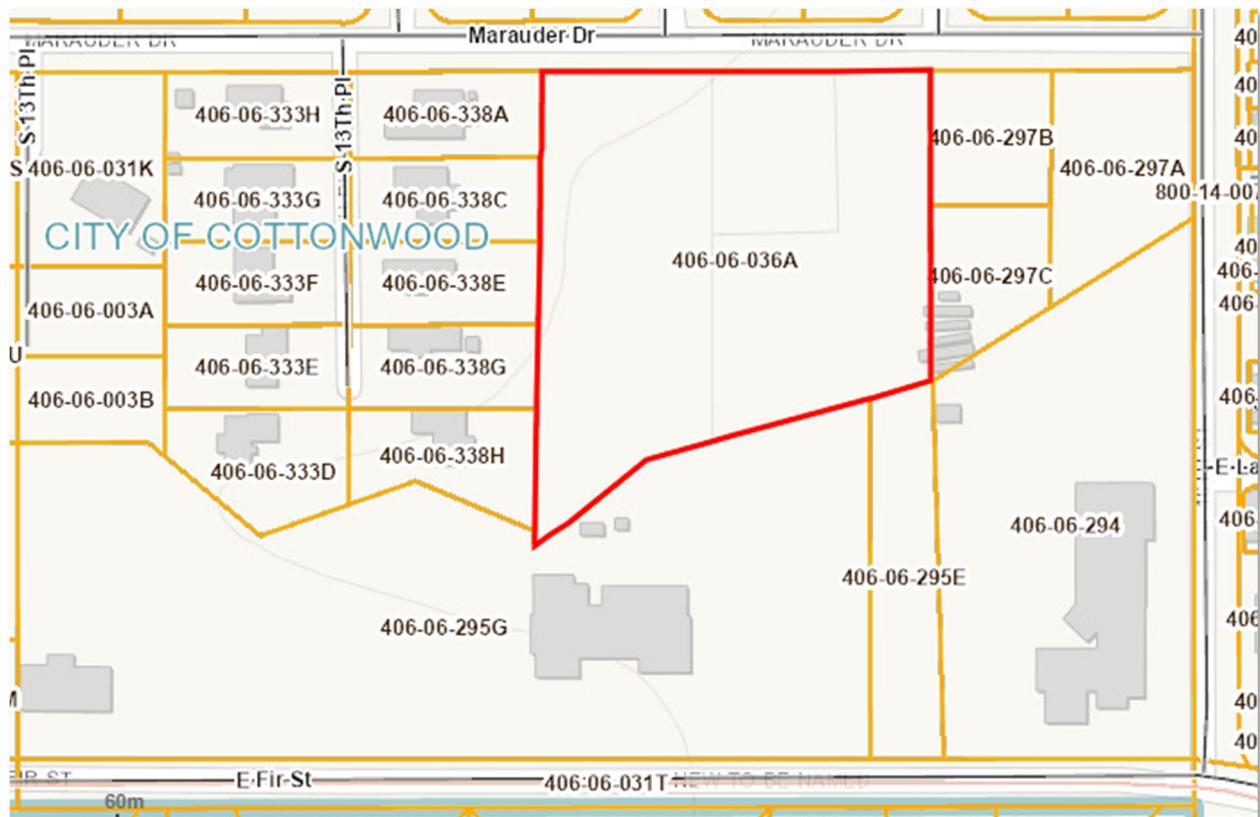
Trico PN: 21-067
July 6, 2023

<u>TABLE OF CONTENTS</u>	<u>PAGE NO.</u>
1.0 GENERAL LOCATION AND DESCRIPTION.....	3
2.0 DRAINAGE BASINS AND SUB-BASINS.....	4
3.0 DRAINAGE DESIGN CRITERIA	5
4.0 DRAINAGE FACILITY DESIGN	7
5.0 CONCLUSIONS	8
6.0 REFERENCES	8
7.0 APPENDICES	8
APPENDIX A – DEVELOPER CERTIFICATION SHEET	
APPENDIX B – FEMA FIRM MAP	
APPENDIX C – NOAA ATLAS 14 DOCUMENTATION	
APPENDIX D – DRAINAGE EXHIBITS	
APPENDIX E – HYDRAULIC CALCULATIONS	

1.0 GENERAL LOCATION AND DESCRIPTION

The Mingus Views Subdivision (Project) is being developed by Joe Mulcaire Contracting, LLC and is located within APN 406-06-036A (Site), just south of Marauder Dr. in Cottonwood, Yavapai County, Arizona. The site is further described as a portion of Section 3, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Refer to the Vicinity Map on the following below.

Vicinity Map



The proposed Project is comprised of 2.81-acres of land and will incorporate private streets, ten (10) graded pads and a retention basin.

The existing site consists of an unoccupied residence, unimproved vacant land with desert vegetation and generally drains to the southeast corner at approximately 5% and ultimately into a drainage wash to the South running west to east direction. The site is accessed via paved public roads from Marauder Drive. The Project will include one main access to/from Marauder Drive.

Due to the generally steep nature of the terrain within the Project, the on-site private drive aisles will be approximately 5.5% heading south from Marauder and up to 8.6% from the west, with a standard 2% cross-slope, respectively. All pads will be graded approximately 12 inches above adjacent street grades to act as freeboard as required within the YCDDM.

The Project will include the other applicable utilities that will include, but not be limited to water, sewer, electric, etc. These utilities will be carefully designed with respect to each other to eliminate conflicts.

A Boundary & Topographic Survey was performed and prepared for the property by Heritage Land Surveying & Mapping, Inc. (Heritage), dated January 24, 2022. An AutoCAD file was provided by Heritage, which was incorporated and used as the base files for the Project.

The purpose of this report is to show that the proposed development will be designed to meet the Yavapai County Drainage Design Manual (YCDDM) and to provide the supporting documentation required by the County's Development Services Department (DSD) for the Client to acquire the pertinent permit(s) to construct the Project.

2.0 DRAINAGE BASINS AND SUB-BASINS

The Site is identified on a Flood Insurance Rate Map (FIRM) panel number 04025C1757H, Yavapai County, effective October 16, 2015. The site, in its entirety, is located within Zone "X" designation. This is described as, "0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile."

The off-site flow condition is minimal for this project. The Project is being constructed from an improved street, therefore flow generated to the north will remain within the ROW. Flows generated on-site will remain on-site as further described below.

3.0 DRAINAGE DESIGN CRITERIA

This drainage for this Project was designed in accordance with the YCDDM, including no requested deviations. It is our understanding there are no other drainage studies or reports that would influence the drainage design for this Project.

The hydrology for this Project was analyzed using the 100-year, 2-hour storm event in accordance with Chapter 7 of the YCDDM, more specifically Section 7.3, using the Rational Method. Point precipitation frequency estimates were derived from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 website. The supporting website documentation has been provided in Appendix B of this report. The resultant 100-year, 10-minute intensity and 100-year, 2-hour depths provided were 6.94 in/hour and 2.64 inches, respectively.

Runoff coefficients for this project were derived from the Table 7.6 of the YCDDM and vary per storm frequency. They were used to calculate the 100-year peak flows using the following equation and are presented in the summary of peak discharges below. Additionally, the areas and peak flows are presented in the Drainage Area Map in Appendix C of this report.

Summary of Onsite Peak Discharges

Rational Method - $Q = C \times i \times A$

Where: $C_{pre} =$ Runoff Coefficient =	0.50
$C_{post2} =$ Runoff Coefficient =	0.55
$C_{post10} =$ Runoff Coefficient =	0.55
$C_{post25} =$ Runoff Coefficient =	0.70
$C_{post100} =$ Runoff Coefficient =	0.80
$i =$ Rainfall Intensity (2-year) =	2.45
$i =$ Rainfall Intensity (10-year) =	4.06
$i =$ Rainfall Intensity (25-year) =	5.11
$i =$ Rainfall Intensity (100-year) =	6.94

$A =$ Area in acres

DESIGN POINT	DRAINAGE AREA (AC)	PRE-DEVELOPED				POST-DEVELOPED			
		PEAK FLOW (cfs)				PEAK FLOW (cfs)			
		2-YR	10-YR	25-YR	100-YR	2-YR	10-YR	25-YR	100-YR
1	2.57	3.15	5.22	6.57	8.92	3.46	5.74	9.19	14.27

The stormwater detention for this Project was designed in accordance with Chapter 15 of the YCDDM, more specifically Sections 15.3 and 15.4. The detention basin has been designed to retain the first 0.5-inch of runoff for the improved area, and will detain a minimum of the difference between the pre-and post-developed 100-year storm events. Due to the outlet pipe size and head pressure restrictions of the basin, the volume of the basin had to be slightly oversized. These parameters are further described below.

The detention basin bottom and high-water-level elevations are 3381.0 and 3383.8, respectively. The side-slopes will be constructed at a maximum of 3:1 slope and a total depth of 3.8 feet, including 12 inches of freeboard. With a total required retention/detention volume of 8,240 cf, the provided volume for the development was calculated as follows:

Summary of First-Flush Retention

Retention Volume - $V = 0.5/12 \times A$

$A =$ Volume in cubic feet

DRAINAGE AREA I.D.	AREA (Ac)	AREA (sf)	VOLUME REQUIRED (cf)
1	2.57	111,948	4,665
FIRST-FLUSH RETENTION REQUIRED =			4,665
FIRST-FLUSH RETENTION PROVIDED =			4,675

Summary of Onsite Detention (Pre- vs Post-)

Detention Volume - $V = (Q_{post} - Q_{pre}) \times 10 \text{ Min Duration}$
 Q_{post} = Post-Developed 100-yr Flow
 Q_{pre} = Pre-Developed 100-yr Flow
 V = Volume Required (in cubic feet)
 V = Volume Provided (in cubic feet)

DRAINAGE AREA I.D.	Q_{post} (cfs)	Q_{pre} (cfs)	VOLUME REQUIRED (cf)
1	14.27	8.92	3,210
Orifice Design	14.27	8.31	3,575
DETENTION REQUIRED =			3,575
DETENTION PROVIDED =			9,770

Summary of Onsite Overall Volume

TOTAL VOLUME REQUIRED =	8,240
TOTAL VOLUME PROVIDED =	14,445
TOTAL VOLUME SURPLUS =	6,206

In order to detain a minimum of the predeveloped flow, the restricted outlet is proposed as a 4.5-foot long weir set at the same flowline elevation of 1182.0. The stormwater retention required for the ultimate condition was evaluated and considered to verify there will be adequate space on the site to accommodate, and to consider the earthwork volumes necessary for construction purposes. The bottom twelve (12) inches of the retention basin shall be dewatered within 36 hours as required by the YCDDM via evaporation and natural percolation. The retention basin is shown on the Grading and Drainage Plans submitted in conjunction with this report.

The hydraulics for this Project were analyzed in accordance with Chapter 10 of the YCDDM and were analyzed using Hydraulic Toolbox, version 4.2. Considering the post-developed peak flow of 14.3 cfs, the drive isle and retention basin inlet and outlets were evaluated to ensure flow adequacy and conveyance.

Supporting hydraulic calculations are found in Appendix E of this report.

4.0 DRAINAGE FACILITY DESIGN

The proposed drainage improvements and associated facilities will remain in general conformance with the existing drainage pattern flowing from a northwest to southeast flow pattern, eventually reaching the existing creek just south of the Project.

Due to the majority of this project being covered in decomposed granite along with the nature of the project, there was effort to minimize grade slopes to minimize flow velocities during larger storm events. During and after large rain events, the detention basin along with the inlet and outlet

will need to be inspected and maintained to remain clear of any debris. Erosion will be controlled via rip-rap in areas where drainage will flow in conditions of concentrated flow. Rip-rap has been sized in accordance with the flow and velocities associated. In an effort to control sedimentation transport during construction, Erosion Control Plans have been provided to accompany the Grading and Drainage Plans.

Finished floors were set a minimum of 12 inches above adjacent inlet elevations and 18 inches above low lot outfall for the project. There are no upstream or downstream properties that will be affected by the drainage design associated with this project.

5.0 CONCLUSIONS

The proposed Bradshaw Mountain RV Park Project will adhere to Yavapai County drainage criteria to retain the first-flush volume and detain the pre-developed vs post-developed 100-year, 2-hour storm event flow. The detention basin will be dewatered within 36 hours via evaporation and natural percolation.

There are no anticipated offsite flows that will impact the proposed pads. Any unanticipated offsite flows will remain within the right-of-way and conveyed along the existing road to existing drainage swales. Construction will consist of private roadway and ten (10) graded pads and a retention basin.

6.0 REFERENCES

Yavapai County Drainage Design Manual, Version 2015

Uniform Details for Public Works Construction, by the M.A.G., 2018 Revisions

Uniform Standard Specifications for Public Works Construction, by the M.A.G., Version 2018

7.0 APPENDICES

APPENDIX A – DEVELOPER CERTIFICATION SHEET

APPENDIX B – FEMA FIRM MAP

APPENDIX C – NOAA ATLAS 14 DOCUMENTATION

APPENDIX D – DRAINAGE EXHIBITS

APPENDIX E – HYDRAULIC CALCULATIONS

Appendix A

Developer Certification Sheet

Developer Certification Sheet

Joe Mulcaire Contracting, LLC hereby certify that the drainage facilities for Mingus Views Subdivision shall be constructed according to the design presented in this report. I understand that Yavapai County does not, and will not, assume liability for the drainage facilities designed and/or certified by my engineer, and that Yavapai County reviews drainage plans pursuant to the Arizona Revised Statutes, Chapter 21, Article 1, §48-3601 to §48-3628; but cannot, on behalf of Joe Mulcaire Contracting, LLC, guarantee that final drainage design review will absolve Joe Mulcaire Contracting, LLC and/or their successors and/or assigns of future liability for improper design.

Appendix B

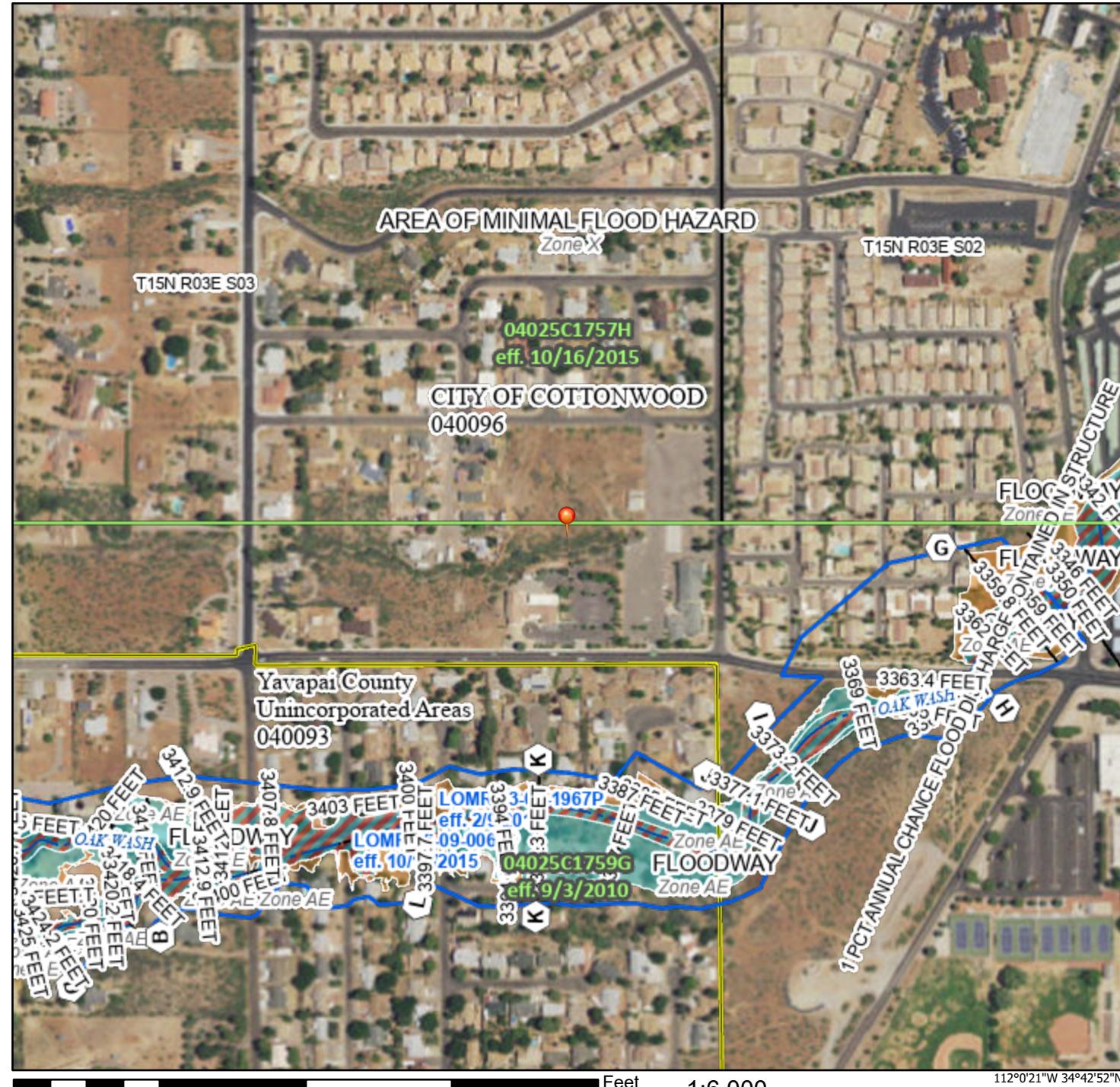
FEMA FIRM Map

National Flood Hazard Layer FIRMette



FEMA

112°0'59" W 34°43'22" N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	<p>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X</p> <p>Future Conditions 1% Annual Chance Flood Hazard Zone X</p> <p>Area with Reduced Flood Risk due to Levee. See Notes. Zone X</p> <p>Area with Flood Risk due to Levee Zone D</p>
OTHER AREAS	<p>NO SCREEN Area of Minimal Flood Hazard Zone X</p> <p>Effective LOMRs</p>
GENERAL STRUCTURES	<p>— — — Channel, Culvert, or Storm Sewer</p> <p> Levee, Dike, or Floodwall</p>
OTHER FEATURES	<p> 20.2 Cross Sections with 1% Annual Chance</p> <p>17.5 Water Surface Elevation</p> <p>8 — — — Coastal Transect</p> <p>~~~~~ 513 ~~~~~ Base Flood Elevation Line (BFE)</p> <p>——— Limit of Study</p> <p>——— Jurisdiction Boundary</p> <p>---- - - - Coastal Transect Baseline</p> <p>- - - - - Profile Baseline</p> <p>— — — Hydrographic Feature</p>
MAP PANELS	<p> Digital Data Available</p> <p> No Digital Data Available</p> <p> Unmapped</p>

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/18/2023 at 4:45 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix C

NOAA Atlas 14 Documentation



NOAA Atlas 14, Volume 1, Version 5
Location name: Cottonwood, Arizona, USA*
Latitude: 34.7192°, Longitude: -112.0112°
Elevation: 3396.22 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.208 (0.176-0.245)	0.268 (0.227-0.316)	0.364 (0.309-0.427)	0.444 (0.375-0.520)	0.559 (0.466-0.652)	0.655 (0.541-0.763)	0.759 (0.619-0.886)	0.873 (0.702-1.02)	1.04 (0.818-1.22)	1.17 (0.911-1.39)
10-min	0.317 (0.269-0.373)	0.409 (0.347-0.480)	0.554 (0.470-0.651)	0.676 (0.571-0.791)	0.851 (0.710-0.993)	0.997 (0.824-1.16)	1.16 (0.943-1.35)	1.33 (1.07-1.55)	1.58 (1.25-1.86)	1.79 (1.39-2.11)
15-min	0.393 (0.333-0.462)	0.506 (0.429-0.596)	0.687 (0.582-0.807)	0.838 (0.707-0.981)	1.06 (0.880-1.23)	1.24 (1.02-1.44)	1.43 (1.17-1.67)	1.65 (1.33-1.92)	1.96 (1.54-2.30)	2.21 (1.72-2.61)
30-min	0.529 (0.449-0.623)	0.682 (0.578-0.802)	0.926 (0.784-1.09)	1.13 (0.952-1.32)	1.42 (1.19-1.66)	1.67 (1.38-1.94)	1.93 (1.58-2.25)	2.22 (1.79-2.59)	2.64 (2.08-3.10)	2.98 (2.32-3.52)
60-min	0.655 (0.556-0.770)	0.844 (0.716-0.993)	1.15 (0.971-1.35)	1.40 (1.18-1.64)	1.76 (1.47-2.05)	2.06 (1.70-2.40)	2.39 (1.95-2.79)	2.74 (2.21-3.21)	3.26 (2.57-3.83)	3.69 (2.87-4.36)
2-hr	0.773 (0.672-0.892)	0.979 (0.850-1.13)	1.30 (1.12-1.50)	1.57 (1.35-1.80)	1.96 (1.67-2.25)	2.28 (1.92-2.62)	2.64 (2.19-3.04)	3.03 (2.48-3.49)	3.60 (2.89-4.17)	4.08 (3.21-4.73)
3-hr	0.837 (0.738-0.960)	1.06 (0.933-1.21)	1.37 (1.20-1.56)	1.63 (1.43-1.86)	2.01 (1.74-2.28)	2.32 (2.00-2.64)	2.67 (2.27-3.05)	3.06 (2.56-3.50)	3.63 (2.97-4.18)	4.10 (3.30-4.74)
6-hr	1.01 (0.900-1.14)	1.25 (1.12-1.42)	1.57 (1.39-1.77)	1.84 (1.63-2.08)	2.24 (1.96-2.52)	2.56 (2.22-2.88)	2.91 (2.50-3.28)	3.28 (2.78-3.72)	3.83 (3.18-4.37)	4.29 (3.50-4.93)
12-hr	1.20 (1.07-1.35)	1.49 (1.33-1.68)	1.82 (1.63-2.05)	2.10 (1.87-2.36)	2.48 (2.20-2.79)	2.78 (2.44-3.12)	3.09 (2.69-3.47)	3.40 (2.94-3.84)	3.86 (3.30-4.39)	4.34 (3.59-4.98)
24-hr	1.44 (1.31-1.59)	1.80 (1.64-1.99)	2.26 (2.04-2.48)	2.62 (2.37-2.88)	3.11 (2.81-3.42)	3.50 (3.14-3.84)	3.89 (3.48-4.28)	4.30 (3.82-4.73)	4.85 (4.26-5.35)	5.28 (4.61-5.84)
2-day	1.61 (1.46-1.77)	2.01 (1.82-2.22)	2.51 (2.28-2.77)	2.92 (2.65-3.21)	3.48 (3.14-3.82)	3.91 (3.51-4.31)	4.36 (3.89-4.80)	4.82 (4.28-5.32)	5.45 (4.79-6.03)	5.94 (5.18-6.60)
3-day	1.70 (1.56-1.86)	2.13 (1.95-2.33)	2.66 (2.44-2.91)	3.09 (2.83-3.37)	3.68 (3.35-4.01)	4.13 (3.75-4.51)	4.60 (4.16-5.03)	5.08 (4.57-5.57)	5.74 (5.11-6.30)	6.24 (5.51-6.88)
4-day	1.80 (1.66-1.95)	2.25 (2.08-2.44)	2.81 (2.60-3.05)	3.26 (3.01-3.54)	3.88 (3.57-4.20)	4.35 (3.99-4.72)	4.84 (4.43-5.26)	5.34 (4.85-5.81)	6.02 (5.42-6.56)	6.55 (5.84-7.16)
7-day	2.10 (1.94-2.29)	2.63 (2.43-2.86)	3.28 (3.03-3.56)	3.79 (3.49-4.10)	4.48 (4.12-4.84)	5.01 (4.59-5.42)	5.55 (5.07-6.01)	6.09 (5.54-6.62)	6.82 (6.15-7.43)	7.37 (6.61-8.05)
10-day	2.36 (2.18-2.57)	2.95 (2.72-3.22)	3.68 (3.39-4.00)	4.24 (3.90-4.60)	4.99 (4.57-5.40)	5.55 (5.08-6.02)	6.12 (5.57-6.64)	6.68 (6.06-7.27)	7.42 (6.69-8.09)	7.99 (7.16-8.73)
20-day	3.02 (2.79-3.29)	3.78 (3.49-4.11)	4.66 (4.30-5.06)	5.29 (4.88-5.74)	6.09 (5.60-6.60)	6.66 (6.11-7.22)	7.21 (6.60-7.82)	7.72 (7.05-8.38)	8.36 (7.60-9.08)	8.80 (7.99-9.58)
30-day	3.59 (3.32-3.89)	4.50 (4.16-4.88)	5.56 (5.13-6.02)	6.33 (5.85-6.84)	7.32 (6.75-7.91)	8.03 (7.39-8.69)	8.71 (8.01-9.44)	9.37 (8.59-10.2)	10.2 (9.30-11.1)	10.8 (9.81-11.7)
45-day	4.26 (3.93-4.62)	5.34 (4.93-5.79)	6.62 (6.11-7.16)	7.57 (6.98-8.17)	8.79 (8.10-9.48)	9.68 (8.89-10.4)	10.5 (9.66-11.4)	11.4 (10.4-12.3)	12.4 (11.3-13.4)	13.1 (12.0-14.3)
60-day	4.81 (4.44-5.19)	6.03 (5.58-6.51)	7.45 (6.89-8.03)	8.49 (7.85-9.14)	9.81 (9.04-10.5)	10.8 (9.89-11.5)	11.7 (10.7-12.5)	12.5 (11.5-13.5)	13.6 (12.4-14.6)	14.3 (13.0-15.4)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

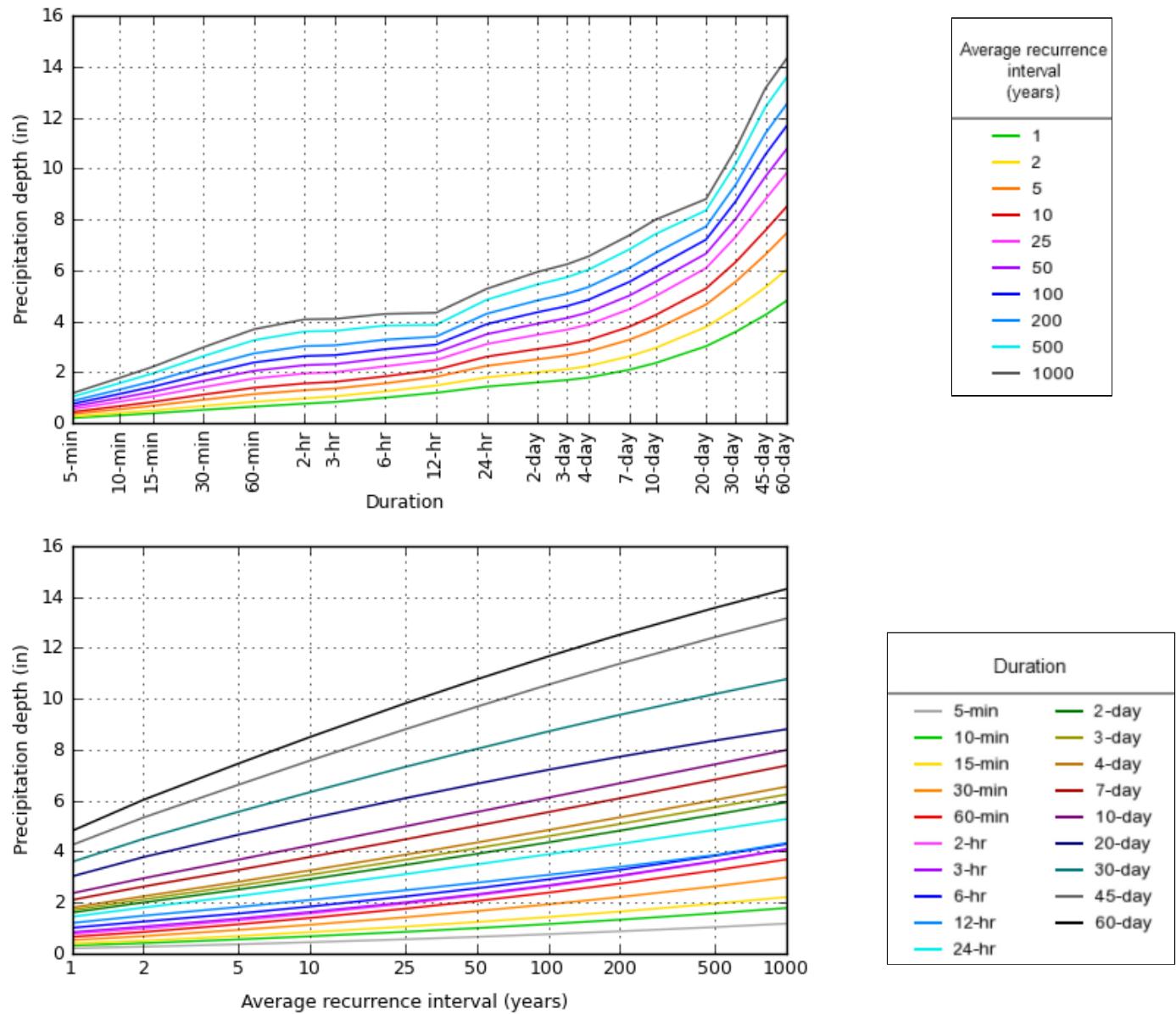
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 34.7192°, Longitude: -112.0112°



NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Tue Feb 1 17:29:57 2022

[Back to Top](#)

Maps & aerials

[Small scale terrain](#)



NOAA Atlas 14, Volume 1, Version 5
Location name: Cottonwood, Arizona, USA*
Latitude: 34.7192°, Longitude: -112.0112°
Elevation: 3396.22 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aerials](#)

PF tabular

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	2.50 (2.11-2.94)	3.22 (2.72-3.79)	4.37 (3.71-5.12)	5.33 (4.50-6.24)	6.71 (5.59-7.82)	7.86 (6.49-9.16)	9.11 (7.43-10.6)	10.5 (8.42-12.2)	12.4 (9.82-14.6)	14.1 (10.9-16.6)
10-min	1.90 (1.61-2.24)	2.45 (2.08-2.88)	3.32 (2.82-3.91)	4.06 (3.43-4.75)	5.11 (4.26-5.96)	5.98 (4.94-6.97)	6.94 (5.66-8.09)	7.97 (6.41-9.31)	9.47 (7.47-11.1)	10.7 (8.32-12.7)
15-min	1.57 (1.33-1.85)	2.02 (1.72-2.38)	2.75 (2.33-3.23)	3.35 (2.83-3.92)	4.22 (3.52-4.92)	4.94 (4.09-5.76)	5.73 (4.68-6.69)	6.58 (5.30-7.69)	7.82 (6.18-9.20)	8.86 (6.88-10.5)
30-min	1.06 (0.898-1.25)	1.36 (1.16-1.60)	1.85 (1.57-2.17)	2.26 (1.90-2.64)	2.84 (2.37-3.31)	3.33 (2.75-3.88)	3.86 (3.15-4.50)	4.43 (3.57-5.18)	5.27 (4.16-6.19)	5.96 (4.63-7.04)
60-min	0.655 (0.556-0.770)	0.844 (0.716-0.993)	1.15 (0.971-1.35)	1.40 (1.18-1.64)	1.76 (1.47-2.05)	2.06 (1.70-2.40)	2.39 (1.95-2.79)	2.74 (2.21-3.21)	3.26 (2.57-3.83)	3.69 (2.87-4.36)
2-hr	0.386 (0.336-0.446)	0.490 (0.425-0.567)	0.650 (0.562-0.750)	0.783 (0.673-0.900)	0.978 (0.833-1.12)	1.14 (0.960-1.31)	1.32 (1.10-1.52)	1.52 (1.24-1.74)	1.80 (1.44-2.08)	2.04 (1.61-2.37)
3-hr	0.279 (0.246-0.320)	0.352 (0.311-0.403)	0.455 (0.401-0.520)	0.542 (0.476-0.618)	0.668 (0.580-0.761)	0.774 (0.665-0.879)	0.890 (0.756-1.01)	1.02 (0.852-1.17)	1.21 (0.990-1.39)	1.36 (1.10-1.58)
6-hr	0.169 (0.150-0.190)	0.210 (0.187-0.237)	0.262 (0.233-0.296)	0.308 (0.272-0.347)	0.374 (0.328-0.422)	0.427 (0.371-0.481)	0.486 (0.417-0.548)	0.548 (0.465-0.621)	0.640 (0.531-0.730)	0.717 (0.585-0.823)
12-hr	0.100 (0.089-0.112)	0.123 (0.110-0.139)	0.151 (0.135-0.170)	0.174 (0.155-0.196)	0.206 (0.182-0.231)	0.231 (0.203-0.259)	0.256 (0.224-0.288)	0.282 (0.244-0.318)	0.321 (0.273-0.364)	0.360 (0.298-0.413)
24-hr	0.060 (0.055-0.066)	0.075 (0.068-0.083)	0.094 (0.085-0.104)	0.109 (0.099-0.120)	0.130 (0.117-0.142)	0.146 (0.131-0.160)	0.162 (0.145-0.178)	0.179 (0.159-0.197)	0.202 (0.178-0.223)	0.220 (0.192-0.243)
2-day	0.033 (0.030-0.037)	0.042 (0.038-0.046)	0.052 (0.047-0.058)	0.061 (0.055-0.067)	0.072 (0.065-0.080)	0.081 (0.073-0.090)	0.091 (0.081-0.100)	0.100 (0.089-0.111)	0.114 (0.100-0.126)	0.124 (0.108-0.137)
3-day	0.024 (0.022-0.026)	0.030 (0.027-0.032)	0.037 (0.034-0.040)	0.043 (0.039-0.047)	0.051 (0.047-0.056)	0.057 (0.052-0.063)	0.064 (0.058-0.070)	0.071 (0.063-0.077)	0.080 (0.071-0.087)	0.087 (0.076-0.096)
4-day	0.019 (0.017-0.020)	0.023 (0.022-0.025)	0.029 (0.027-0.032)	0.034 (0.031-0.037)	0.040 (0.037-0.044)	0.045 (0.042-0.049)	0.050 (0.046-0.055)	0.056 (0.051-0.061)	0.063 (0.056-0.068)	0.068 (0.061-0.075)
7-day	0.013 (0.012-0.014)	0.016 (0.014-0.017)	0.020 (0.018-0.021)	0.023 (0.021-0.024)	0.027 (0.024-0.029)	0.030 (0.027-0.032)	0.033 (0.030-0.036)	0.036 (0.033-0.039)	0.041 (0.037-0.044)	0.044 (0.039-0.048)
10-day	0.010 (0.009-0.011)	0.012 (0.011-0.013)	0.015 (0.014-0.017)	0.018 (0.016-0.019)	0.021 (0.019-0.023)	0.023 (0.021-0.025)	0.025 (0.023-0.028)	0.028 (0.025-0.030)	0.031 (0.028-0.034)	0.033 (0.030-0.036)
20-day	0.006 (0.006-0.007)	0.008 (0.007-0.009)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.013 (0.012-0.014)	0.014 (0.013-0.015)	0.015 (0.014-0.016)	0.016 (0.015-0.017)	0.017 (0.016-0.019)	0.018 (0.017-0.020)
30-day	0.005 (0.005-0.005)	0.006 (0.006-0.007)	0.008 (0.007-0.008)	0.009 (0.008-0.009)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)	0.015 (0.014-0.016)
45-day	0.004 (0.004-0.004)	0.005 (0.005-0.005)	0.006 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)
60-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

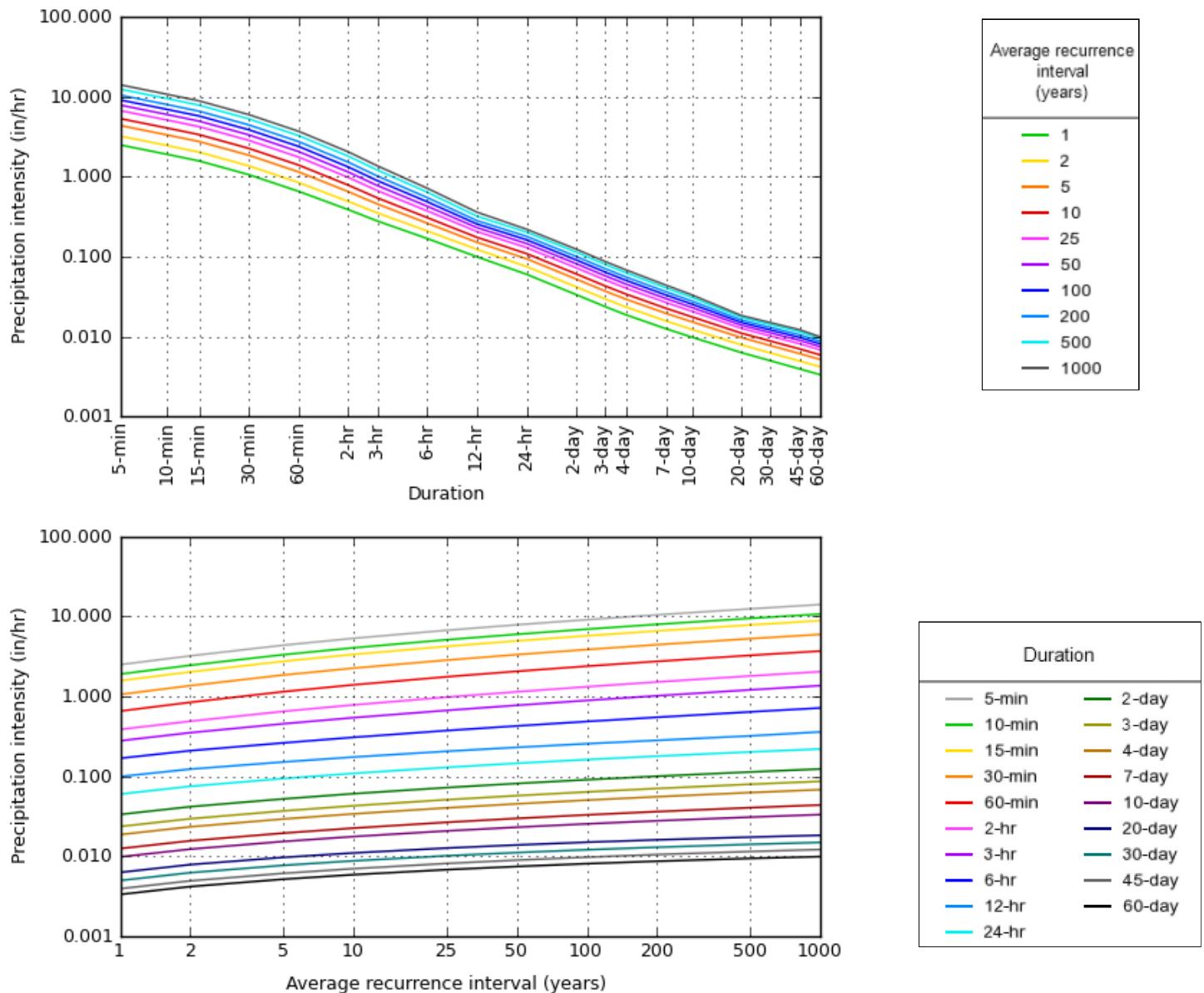
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based intensity-duration-frequency (IDF) curves
Latitude: 34.7192°, Longitude: -112.0112°



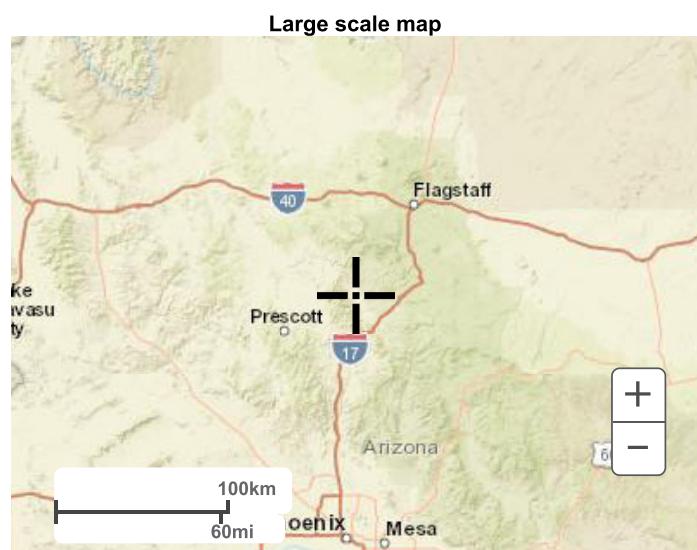
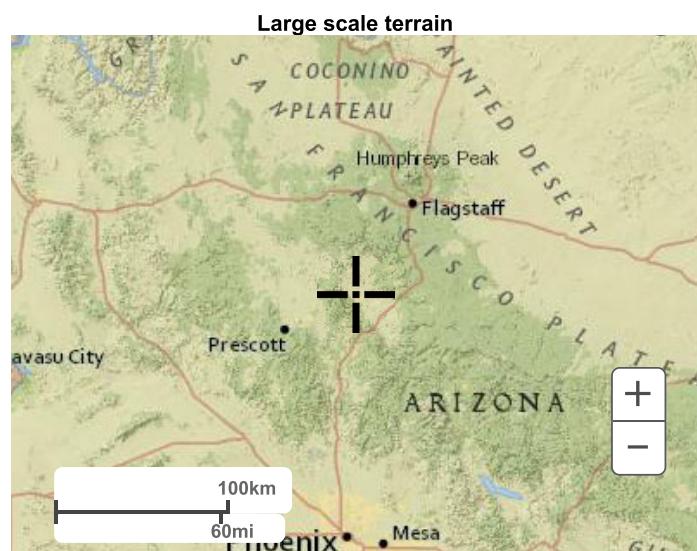
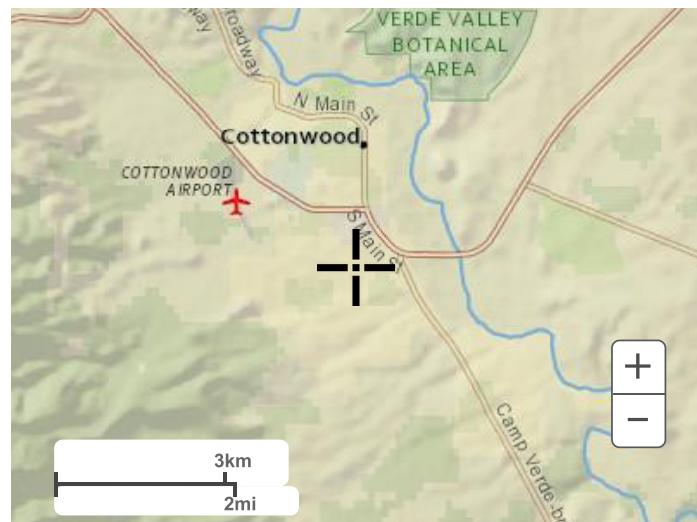
NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Tue Feb 1 17:32:13 2022

[Back to Top](#)

Maps & aerials

[Small scale terrain](#)



Large scale aerial



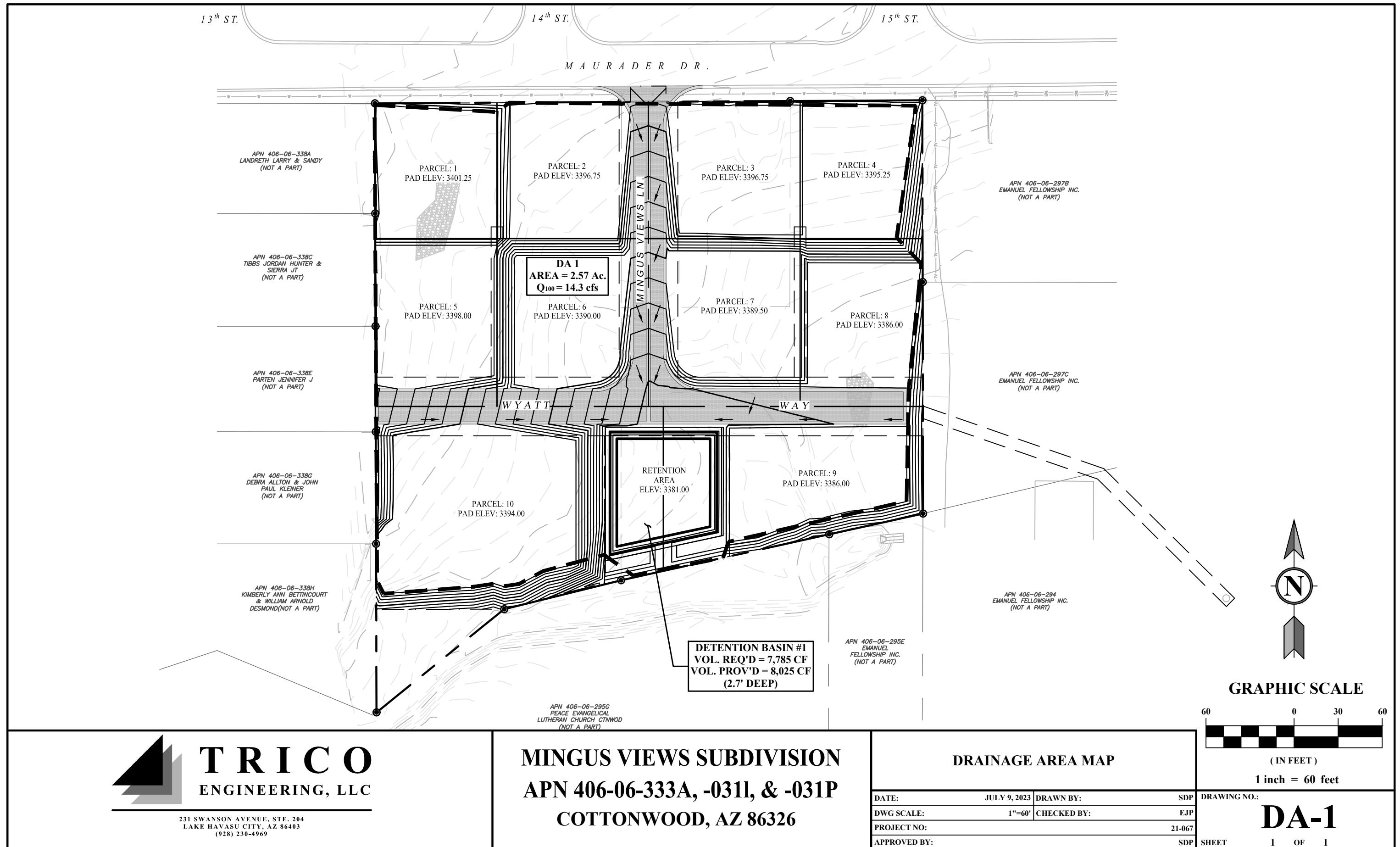
[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Appendix D

Drainage Exhibits



Appendix E

Hydraulic Calculations

Hydraulic Analysis Report

Project Data

Project Title: 21-067_Mingus Views Stormwater

Designer:

Project Date: Thursday, June 8, 2023

Project Units: U.S. Customary Units

Notes:

Weir Analysis: 4.5 Ft Weir Analysis

Notes:

Input Parameters

Weir Type: Cipolletti

Coefficient: 3.3670

Length: 4.5000 ft

Flow: 8.9200 cfs

Result Parameters

Head: 0.7024 ft



“Inspiring a Vibrant Community”

VIA EMAIL

September 7, 2022

Joe Mulcaire
2280 W. Quail Springs Ranch Road
Cottonwood, AZ 86326
joe.mulcaire@gmail.com

**Re: CRB #22-031 Marauder Subdivision
APN 406-06-036A**

Dear Mr. Mulcaire,

Thank you for meeting with the Code Review Board on August 30, 2022 regarding the above referenced project. The project as presented is for an 11-lot single family subdivision. As mentioned, this project is subject to the Subdivision Ordinance. Please review the [Cottonwood Subdivision Ordinance](#) procedural codes for the Platting Process.

The following is a process summary and preliminary comments from city departments:

1. **Platting Process:** Preliminary Plats are required to go before the Planning and Zoning Commission and City Council and Final Plats are required to be reviewed by City Council. No permits may be applied for until the Final Plats are approved by City Council.
2. **Site Improvement Permits:** Grading and Building Permits may not be issued nor any site work commenced until after approval of Final Plats.
3. **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required prior to use. All requirements stipulated as part of the Code Review process must be addressed before the Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

The following comments are only for the project as presented at code review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov
(928) 634-5505 x3320

1. For a subdivision of more than 10 lots a Preliminary Plat and Final Plat are required. The Preliminary Plat requires review and approval from both the Planning and Zoning Commission and the City Council. The Final Plat requires review and approval from the City Council.
2. Determine whether roads will be a single tract or if ownership will be divided among lots with an easement.
3. Follow the Property Development Standards in Section [413.D](#) of the Zoning Ordinance pertaining to development in R-1 zones.
4. Any exterior lighting shall meet the provisions of the State's Dark Sky Laws, [ARS 49-1101–49-1106](#) as well as the City's Lighting Code, [Section 408](#). Full, cut-off style shielding is required. Please submit a lighting plan with cut sheets on all lighting fixture types and lumen calculation.

Fire Department Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741 x2145

PRELIMINARY FIRE DEPARTMENT COMMENTS CRB 22-031

1. As a reminder, all plans and designs shall fully comply with the 2018 International Fire Code {IFC} and the 2018 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions. Please review the comments that are listed below.
2. A full complete set of detailed stamped plans shall be provided to the Cottonwood Fire & Medical Department for review and prior approval of all phases before the work is permitted to start.

FIRE HYDRANT AND FIRE FLOW COMMENTS

3. Fire Hydrants are required to be installed on this project. Contact the Cottonwood Fire Marshal for direct placement of the Fire Hydrants.

4. All plans, designs and fire flow calculations shall fully comply with the 2018 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
5. Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site.

STREET / ACCESS / FIRE LANE COMMENTS

6. All Fire Lane access roads shall be capable of supporting the imposed load of fire apparatus weighing up to 75,000 {GVW}
7. All road widths turn around distance shall meet the requirements in the 2018 International Fire Code Appendix D and the City of Cottonwood conditions.
8. The minimum turning radius for all turns shall be twenty-eight (35) feet inside turning radius and fifty (50) feet outside turning radius. Show all Fire Apparatus turning radius movements on the plans.
9. Fire lanes shall be provided and shall be a minimum of 20' wide and have a vertical clearance of 13'6" and maintained within 150' of any part of the building. All turn radius shall meet Appendix D of the 2018 IFC.
10. 12"x 8" red retro reflective Fire Lane signs stating "No parking by order of the Fire Marshal" shall be posted at every 75' {where required}.

MAPPING / ADDRESSING COMMENTS

11. All addressing and street names shall be coordinated and approved with the Cottonwood Fire Departments Captain Jeff Boyd. All requirements and conditions shall meet the conditions of Chapter 5 and appendix D of the 2018 IFC.

FIRE DEPARTMENT ACCESS

12. A designated approved Fire Department access Fire Lane{s} shall be installed and maintained at all times during construction. No roll off bins, dumpsters or construction materials shall obstruct the Fire Lane at any time.
13. If there are any questions or comments, please feel free to contact me at 928} 634-2741 or email rcontreras@cottonwoodaz.gov

No plan review approval will be provided until all conditions are fully met. These comments are preliminary and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. All comments and standards shall meet the City of Cottonwood Fire & Medical Department.

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. A drainage memo/study for this development will be required to document the mitigation of any increase in peak runoff and treatment of “first flush” rainfall.
2. The developer shall provide a full set of civil improvement plans to the City’s Engineering Department for review and approval.
3. Any work within the City’s right-of-way requires an approved right-of-way permit.
4. All work within the City right-of-way will be subject to inspection and approval by the City of Cottonwood Engineering Department.
5. All work within the public right-of-way shall conform to all federal, state, and local laws, ordinances, and specifications.
6. If the streets shown within this development are to be designated as public streets they shall conform to the standard for a local street as specified by the City of Cottonwood Engineering Design Standards Detail 1601.
7. The developer will be required to file a Notice of Intent (NOI) with the Arizona Department of Environmental Quality (ADEQ) as well as prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP).

Cottonwood Municipal Airport – Jeffrey S. Tripp, A.A.E. jtripp@cottonwoodaz.gov
928-340-2722

1. No comments.

Utilities – Russell Freye, P.E. rfreye@cottonwoodaz.gov (928) 634-0186

1. City of Cottonwood standard specifications and details shall be used to construct and install water and sewer utilities.
2. Maintain water and sewer separation per City of Cottonwood and MAG Standards.
3. Capacity fees are to be paid for by the developer or owner.
4. Since Fire flows to the building are required for interior sprinkler system a backflow preventer per City of Cottonwood Standards will be required on the water service lines where applicable.
5. A complete set of signed and sealed utility drawings shall be submitted for approval prior to construction activities beginning.

6. The developer shall submit water and sewer design reports for approval.
7. The property owner or developer shall submit Approval to Construct (ATC) to ADEQ or appropriate paperwork from Yavapai County and provide completed forms to City of Cottonwood prior to construction permits being issued. This is also documented the City of Cottonwood Standards and Specifications.
8. The property owner or developer shall provide a third-party testing agency to inspect and ensure testing is done of installed utilities per the City of Cottonwood Design Standards. The testing reports shall be submitted to City of Cottonwood for documentation purposes.
9. Water for irrigation would need to be metered as well for the property.
10. Provide to the City of Cottonwood Utility Department the easement paperwork across the church property.
11. City water connection would be in Marauder Ave ROW.
12. If the roads were to remain private, a utility easement would be required for City of Cottonwood access for repairs and Maintenance. Otherwise if a utility is not completed, the maintenance and repairs would be on the property owners beyond the master water meter and to the sewer connection point.

Police Department – Christopher Dowell, cdowell@cottonwoodaz.gov (928) 634-4246 x 2270

1. No comments

Building Department – Cody Blazer, cblazer@cottonwoodaz.gov (928) 634-5505 x3368

1. No comments

Yavapai County Community Health Services – Robert Mumper, robert.mumper@yavapaiaz.us (928) 634-6891

1. No comments

Housing Manager – Shannon Boone, sboone@cottonwoodaz.gov (928) 203-5126

1. No comments.

Risk Management – Amanda Wilber, awilber@cottonwoodaz.gov (928) 340-2713

1. No comments.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please call if you have any questions.

Sincerely,



Tina Hayden
Community Development Planner



"Inspiring a Vibrant Community"

VIA EMAIL

April 12, 2023

Joe Mulcaire
2900 Spring View Drive
Cottonwood, AZ 86326
joemulcaire@gmail.com

**Re: CRB #22-031 REVISION Mingus View: Marauder Drive
APN 406-06-036A**

Dear Mr. Mulcaire:

Thank you for meeting with the Code Review Board on March 27, 2023 regarding the above referenced project. The project as presented is for 10-lot single-family subdivision. As mentioned, this project is subject to the Subdivision Ordinance. Please review the Cottonwood Subdivision Ordinance regarding procedural codes for the Platting process. The following is a process summary:

1. **Platting Process:** Preliminary Plats are required to go before the Planning and Zoning Commission and City Council, and Final Plats are required to be reviewed by City Council. No building permits may be applied for until the Final Plat is approved by City Council, and recorded.
2. **Site Improvement Permits:** Grading and Building Permits may not be issued nor any site work commenced until after approval of the Final Plat.
3. **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required prior to use. All requirements stipulated as part of the Code Review and Subdivision processes must be addressed before the Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

These comments are only for the project as presented at code review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov
(928) 634-5505 x3320

1. For a subdivision of 10 or fewer lots, the applicant may choose the alternative platting procedure that bypasses the Sketch Plan and Preliminary Platting phases. The alternative procedure requires that both the Public Works Director and Community Development Director review the conceptual plans. If the Directors determine that there are no unresolved issues, then the applicant can proceed directly to the Final Plat phase.

With the alternative procedure, the Final Plat is required to be reviewed by the Planning and Zoning Commission prior to City Council review and decision. A deed restriction will also be required to limit the further division or subdivision of any lots approved on the plat.

2. It is indicated that the roads will be divided among the lots with an access easement.
3. Follow the Property Development Standards in Section [413.D](#) of the Zoning Ordinance pertaining to development in R-1 zones.
4. Any exterior lighting shall meet the provisions of the State's Dark Sky Laws, [ARS 49-1101–49-1106](#) as well as the City's Lighting Code, [Section 408](#). Full, cut-off style shielding is required. Please submit a lighting plan with cut sheets on all lighting fixture types and lumen calculation.

Fire Department Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741 x2145

1. All previous comments from the August 30, 2022 Code Review Meeting are still applicable.

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. A drainage memo/study for this development will be required to document the mitigation of any increase in peak runoff and treatment of “first flush” rainfall.
2. The developer shall provide a full set of civil improvement plans to the City’s Engineering Department for review and approval.
3. Any work within the City’s right-of-way requires an approved right-of-way permit.

4. All work within the City right-of-way will be subject to inspection and approval by the City of Cottonwood Engineering Department.
5. All work within the public right-of-way shall conform to all federal, state, and local laws, ordinances, and specifications.
6. If the streets shown within this development are to be designated as public streets they shall conform to the standard for a local street as specified by the City of Cottonwood Engineering Design Standards Detail 1601.
7. The developer will be required to file a Notice of Intent (NOI) with the Arizona Department of Environmental Quality (ADEQ) as well as prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP).
8. The developer shall provide a full set of final civil improvement plans to the City's Engineering Department for review and approval.

Risk Management – Amanda Wilber, awilber@cottonwoodaz.gov (928) 340-2713

1. No comments.

Cottonwood Municipal Airport – Jeffrey S. Tripp, A.A.E. jtripp@cottonwoodaz.gov
928-340-2722

1. No comments.

Utilities – Russell Freye, P.E. rfreye@cottonwoodaz.gov (928) 634-0186

1. City of Cottonwood standard specifications and details shall be used to construct and install water and sewer utilities.
2. PUE for any Public Utility water and/or sewer are 20' wide per City of Cottonwood Engineering design Standards.
3. Maintain water and sewer separation per City of Cottonwood and MAG Standards.
4. Capacity fees are to be paid for by the developer or owner.
5. Since Fire flows to the building are required for interior sprinkler system a backflow preventer per City of Cottonwood Standards will be required on the water service lines where applicable.

6. A complete set of signed and sealed utility drawings shall be submitted for approval prior to construction activities beginning.
7. The developer shall submit water and sewer design reports for approval.
8. The property owner or developer shall submit Approval to Construct (ATC) to ADEQ or appropriate paperwork from Yavapai County and provide completed forms to City of Cottonwood prior to construction permits being issued. This is also documented the City of Cottonwood Standards and Specifications.
9. The property owner or developer shall provide a third-party testing agency to inspect and ensure testing is done of installed utilities per the City of Cottonwood Design Standards. The testing reports shall be submitted to City of Cottonwood for documentation purposes.
10. Water for irrigation would need to be metered as well for the property.
11. Provide to the City of Cottonwood Utility Department the sewer easement paperwork across the church property for documentation.
12. City water connection would be in Marauder Ave ROW.
13. If the roads were to remain private, a utility easement would be required for City of Cottonwood access for repairs and Maintenance. Otherwise if a utility easement is not completed, the maintenance and repairs would be on the property owners beyond the master water meter and to the sewer connection point.

Police Department – Gareth Braxton-Johnson, gjohnson@cottonwoodaz.gov (928) 634-4246 x 2256

1. No comments.

Building Department - Cody Blazer, cblazer@cottonwoodaz.gov (928) 634-5505 x3368

2. All previous comments from the August 30, 2022 Code Review Meeting are still applicable.

Yavapai County Community Health Services – Robert Mumper, robert.mumper@yavapaiaz.us (928) 634-6891

1. No comments

Housing Manager – Shannon Boone, sboone@cottonwoodaz.gov (928) 203-5126

1. No comments.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please call if you have any questions.

Sincerely,



Tina Hayden
Community Development Planner



“Inspiring a Vibrant Community”

VIA EMAIL

November 2, 2023

Joe Mulcaire
2900 Spring View Drive
Cottonwood, AZ 86326
joemulcaire@gmail.com

Re: REVISED CRB-23-041

**Mingus Views: Marauder Drive
APN 406-06-036A**

Dear Mr. Mulcaire:

Thank you for your submittal. The project as presented is for the subdivision of a parcel into 10 residential lots. As mentioned, this project would require Final Plat approval recommendation by the Planning and Zoning Commission and Final Plat Approval by the City Council. Please review the Cottonwood Zoning Ordinance procedural codes in the [Subdivision Ordinance](#). The following is a process summary:

1. **Final Plat submittal:** A Final Plat application submittal is required; and the application fee is \$1,000 plus \$20/lot (including any additional tracts of land). The application and fees should be submitted five to six weeks prior to a Planning and Zoning hearing. The Planning and Zoning Commission meets at 6 PM on the third Monday of each month. The City Council meets at 6 PM on the first and third Tuesday of each month.
2. **Site Improvement Permits:** Permits may not be issued nor any site work commenced until after Council approval and Final Plat recordation.
3. **Certificate of Occupancy:** Issuance of a Certificate of Occupancy is required prior to use. All requirements stipulated as part of the Building Permit process must be addressed before the Certificate of Occupancy will be issued.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

These comments are only for the project as presented at Code Review. Any additional work may require additional reviews and approvals. Contact staff before starting any work that was not part of this review.

Community Development/Planning – Tina Hayden, khayden@cottonwoodaz.gov
(928) 634-5505 x3320

1. This proposed plat consists of 10 or fewer lots and is eligible, per Section 104.08 of the Subdivision Ordinance, to progress directly to the preparation of the Final Plat with the concurrence of the Community Development Director.

The Community Development Director has reviewed the preliminary plat and has determined that there are currently no unresolved issues with the preliminary plat and concurs that the applicant may progress to the preparation of the Final Plat.

The Final Plat will be required to be reviewed by the Planning and Zoning Commission prior to City Council review of the Final Plat.

This alternative procedure is not intended for property that will be further divided or subdivided into smaller tracts, parcels or lots at a later time. A deed restriction will be required as part of any Final Plat approved under this alternative procedure, prohibiting the further division or subdivision of lots approved as part of the Final Plat.

Fire Department Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741 x2145

PRELIMINARY FIRE DEPARTMENT COMMENTS CRB 22-031

1. As a reminder, all plans and designs shall fully comply with the 2018 International Fire Code {IFC} and the 2018 International Building Code {IBC} and per the Cottonwood Fire Departments Conditions. Please review the comments that are listed below.
2. A full complete set of detailed stamped plans shall be provided to the Cottonwood Fire Department for review and prior approval of all phases before the work is permitted to start.

FIRE HYDRANT AND FIRE FLOW COMMENTS

3. Fire Hydrants are required to be installed on this project. Contact the Cottonwood Fire Marshal for direct placement of the Fire Hydrants.
4. All plans, designs and fire flow calculations shall fully comply with the 2018 International Fire Code Appendix B and Chapter 5 of the IFC and per the Cottonwood Fire Departments Conditions.
5. Fire hydrants and all water supply systems shall be installed, inspected, tested and accepted in accordance with all fire code requirements before any building materials and combustibles are allowed to arrive on site.

STREET / ACCESS / FIRE LANE COMMENTS

6. All Fire Lane access roads shall be capable of supporting the imposed load of fire apparatus weighing up to 75,000 {GVW}
7. All road widths turn around distance shall meet the requirements in the 2018 International Fire Code Appendix D and the City of Cottonwood conditions.
8. The minimum turning radius for all turns shall be twenty-eight (28) feet inside turning radius and fifty (50) feet outside turning radius. Show all Fire Apparatus turning radius movements on the plans.
9. Fire lanes shall be provided and shall be a minimum of 20' wide and have a vertical clearance of 13'6" and maintained within 150' of any part of the building. All turn radius shall meet Appendix D of the 2018 IFC.
10. 12"x 8" red retro reflective Fire Lane signs stating "No parking by order of the Fire Marshal" shall be posted at every 75' {where required}.

MAPPING / ADDRESSING COMMENTS

11. All addressing and street names shall be coordinated and approved with the Cottonwood Fire Departments Captain Jeff Boyd. All requirements and conditions shall meet the conditions of Chapter 5 and appendix D of the 2018 IFC.

FIRE DEPARTMENT ACCESS

12. A designated approved Fire Department access Fire Lane{s} shall be installed and maintained at all times during construction. No roll off bins, dumpsters or construction materials shall obstruct the Fire Lane at any time.
13. If there are any questions or comments, please feel free to contact me at 928} 634-2741 or email rcontreras@cottonwoodaz.gov

No plan review approval will be provided until all conditions are fully met. These comments are preliminary and final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. All comments and standards shall meet the City of Cottonwood Fire Department.

Public Works/Engineering – James Bramble, jbramble@cottonwoodaz.gov (928) 340-2770

1. A drainage memo/study for this development will be required to document the mitigation of any increase in peak runoff and treatment of “first flush” rainfall.
2. The developer shall provide a full set of civil improvement plans to the City’s Engineering Department for review and approval.
3. Any work within the City’s right-of-way requires an approved right-of-way permit.
4. All work within the City right-of-way will be subject to inspection and approval by the City of Cottonwood Engineering Department.
5. All work within the public right-of-way shall conform to all federal, state, and local laws, ordinances, and specifications.
6. If the streets shown within this development are to be designated as public streets they shall conform to the standard for a local street as specified by the City of Cottonwood Engineering Design Standards Detail 1601.
7. The developer will be required to file a Notice of Intent (NOI) with the Arizona Department of Environmental Quality (ADEQ) as well as prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP).
8. This development will be required to construct off-site improvements including sidewalk across the property frontage on Marauder.
9. Previous temporary street patches from utility connections on Marauder west of this site need to be replaced with standard t-top patches according to the right of way permit.
10. The developer shall provide a full set of final civil improvement plans to the City’s Engineering Department for review and approval.
11. It is likely that Marauder will need to be resurfaced full width across the site frontage after all utility connections are made. More information is needed.

Utilities – Russell Freye, P.E. rfreye@cottonwoodaz.gov (928) 634-0186

All Submitted Documents

1. City of Cottonwood standard specifications and details shall be used to construct and install water and sewer utilities.
2. Maintain water and sewer separation per City of Cottonwood and MAG Standards.
3. Capacity fees are to be paid for by the developer or owner.
4. Since Fire flows to the building are required for interior sprinkler system a backflow preventer per City of Cottonwood Standards will be required on the water service lines where applicable.
5. The property owner or developer shall submit Approval to Construct (ATC) to ADEQ or appropriate paperwork from Yavapai County and provide completed forms to City of Cottonwood prior to construction permits being issued. This is also documented the City of Cottonwood Standards and Specifications.
6. The property owner or developer shall provide a third-party testing agency to inspect and ensure testing is done of installed utilities per the City of Cottonwood Design Standards. The testing reports shall be submitted to City of Cottonwood for documentation purposes.
7. Water for irrigation would need to be metered as well for the property.
8. Final approval of Fire related water appurtenances or hydrants shall be at the approval of the City of Cottonwood Fire Department.
9. For Gravity Sewer PVC piping SDR-26 is minimum wall thickness for PVC sewer pipe in this diameter per City of Cottonwood Standard.

Water and Sewer Utility Plans

10. Provide to the City of Cottonwood Utility Department the easement paperwork across the property to where the sewer is installed to connect to the existing sewer, and verify the timing of when the PUE was completed, the width of the sewer does not meet City of Cottonwood current standards.
11. Sheet C-10, Provide detail of connection of new sewer into exist MH at Existing MH.
12. Engineer of record shall record as-built utility separations for water and sewer utilities in relation to other utilities at all crossings.

13. All Sewer sheets, City of Cottonwood Standard for PVC sewer pipe is SDR26.

Water and Sanitary Sewer System Report

14. 3.0 Water Study – Basis of Design, Existing System, for clarification, the City of Cottonwood Utility Department did not provide Heritage Land Surveying water flow data.

15. 4.0 Wastewater Study – Basis of Design, Existing system, the extent, location, and pipe material of the sewer stub out should be field verified prior to construction. The pipe material listed in the report does correspond to PVC sewer pipe material.

16. 4.0 Wastewater Study – Basis of Design, SDR-26 is minimum wall thickness for PVC sewer pipe in this diameter per City of Cottonwood Standard.

NOTE: Changes to project proposals following approval which have been incorporated into permit submittal must be highlighted in writing and attached to the building permit, or they will not be considered approved.

Please reach out if you have any questions.

Sincerely,



Tina Hayden
Community Development Planner



Meeting Date: January 22, 2024

Subject:

CUP-23-011 - FOUR8 FRIED CHICKEN ADDITIONAL SIGNAGE -

Consideration of a Conditional Use Permit to allow two additional signs in a C-1 (Light Commercial) zone on approximately 0.05 acres located on the northeast corner of N. Main Street and E. Pinal Street, at 1001 N. Main Street. APN 406-34-097. Applicant: John Alvey on behalf of Merkin Vineyard INC.

Department: Community Development

From: Clover Pinion

REQUESTED ACTION

Consideration of a Conditional Use Permit to allow two additional signs in a C-1 (Light Commercial) zone.

SUGGESTED MOTION

If the Commission desires to approve this item, the suggested motion is:

"I move to approve CUP-23-011 to allow for additional signage in a C-1 (Light Commercial) zone with regard to the Findings of Fact, and subject to the stipulations that were read into the record by staff."

BACKGROUND

CONDITIONAL USE PERMIT REQUEST:

The applicant requests a Conditional Use Permit approval to allow two additional signs in a C-1 (Light Commercial) zone on approximately 0.05 acres. The Zoning Ordinance allows two signs per street frontage, and the maximum square footage allowed for this project would be 200 square feet based on the linear street frontage for this parcel. The applicant is proposing approximately 130 square feet total for all 6 signs. The original signs put up by Merkin for the Osteria had three signs on each side of the street, however, a CUP was never obtained for that project. The owners would like to keep the dimensions and the number of signs that were utilized when the Osteria was completed. Additional signage over the two allowed per street frontage in a C-1 zone is subject to Planning and Zoning Commission approval of a Conditional Use Permit and subject to the standards set forth in the Cottonwood City Ordinances, Section 405 Signs.

STAFF ANALYSIS:

Per Section 302.D.6 of the Zoning Ordinance, a Conditional Use Permit may only be granted if the Planning and Zoning Commission can make all of the following findings.

- *“General Findings: The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, safety, or welfare of the surrounding properties or occupants, not be substantially or permanently injurious to neighboring property.”*
 - The project is subject to Section 405 Signs of the City Ordinances. The applicant proposes that the dimensions will be the same as the existing Merkin Osteria signage which was approved in Design Review and permitted. The additional signage should not adversely affect neighboring properties.
- *“Compatibility with Surrounding Uses: The proposed use shall be compatible with surrounding uses in the vicinity with respect to the intensity of activity, times of use, scale of buildings, anticipated traffic, parking requirements, architectural and site improvements, landscaping, outdoor lighting, and other property development standards.”*
 - All properties adjacent to or across from this project are zoned C-1 (Light Commercial.) The property to the north is law offices (has a large nonconforming sign), to the east is a parking lot, to the south is a bar, and to the west is retail. The additional signage should not create an incompatible use.
- *“Traffic and Circulation: The proposed use shall have adequate access to public streets and highways to carry the type and quantity of traffic which may be generated by the subject use; and on-site circulation, including driveways, drive aisles, parking and loading facilities, and pedestrian and bicycle facilities, shall be provided in a manner which is adequate, safe, efficient and convenient.”*
 - The added signs will not affect traffic or circulation.

Per Zoning Ordinance Section 302.E.1, any applicant or resident of the City of Cottonwood who is dissatisfied or aggrieved by the decision of the Planning and Zoning Commission may appeal such decision to the City Council by filing a written Notice of Appeal with the City Clerk, not later than 15 days from the date of the decision.

Per Zoning Ordinance Section 302.F, the Conditional Use Permit shall be commenced and diligently pursued within 6 months of the date of approval by the Planning and Zoning Commission.

Staff posted a notice of the Planning and Zoning hearing at the property at 1001 N. Main Street and mailed notifications to owners of all properties within 300 feet of the project site.

Staff has reviewed this project and finds that the request for two additional signs in the C-1 (Light Commercial) zone is subject to Conditional Use Permit approval based on Findings of Fact regarding General Findings, Compatibility with Surrounding Uses, and Traffic and Circulation. Staff has no recommended stipulations for CUP-23-011.

ATTACHMENTS

[MERKIN LETTER OF INTENT \(1\).pdf](#)

[FOUR8 SITE PLAN \(1\).pdf](#)

[FOUR8 FRIED CHICKEN RENDERINGS.pdf](#)

PARCEL #: 406 34 097
1001 N MAIN ST

John Alvey, proprietor of Alvey Signs, is acting agent for Maynard James Keenan, owner of Four8 Fried Chicken, previously Merkin Vineyards. I have been contracted by Merkin Vineyards to both design and install future signage for the new Four8 Fried Chicken restaurant.

Originally the Cottonwood Café, later the building housed Vaughter's Printing in the 80's to mid '90's. Merkin Vineyards, Inc., completed the current buildout in 2017.

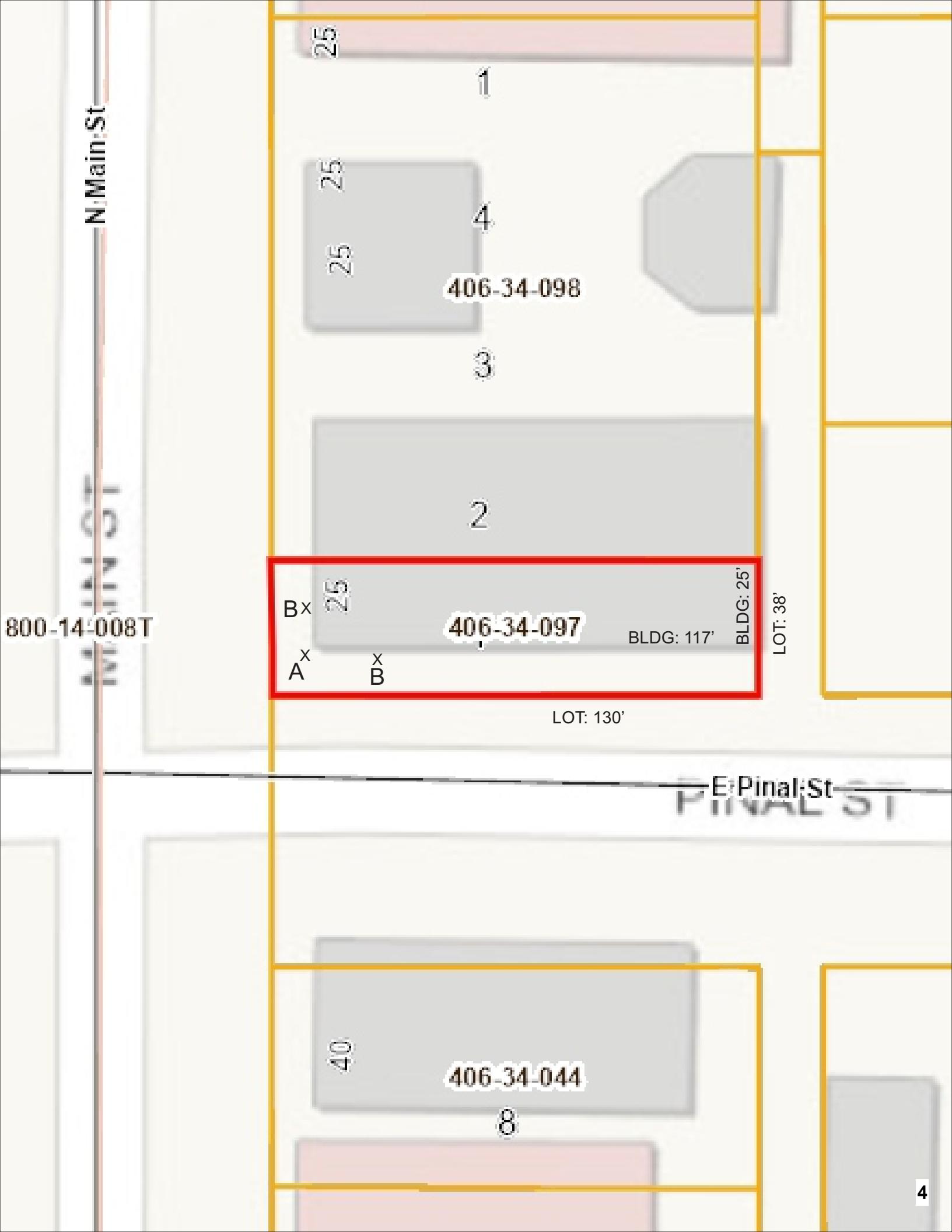
The current site is allowed foru total signs, two on each side of building (Main Street & Pinal Street). Owner is seeking two additional signs. City of Cottonwood's sign ordinance allows a total of 200 square feet. The six total proposed sign will cover a total of 130.09 square feet.

Upon potential approval, signs will be installed within 30 days.


John Alvey
Alvey Signs
483 S. Main St.
PO Box 1231
Cottonwood. AZ 86326

12/18/23

928.300.4024

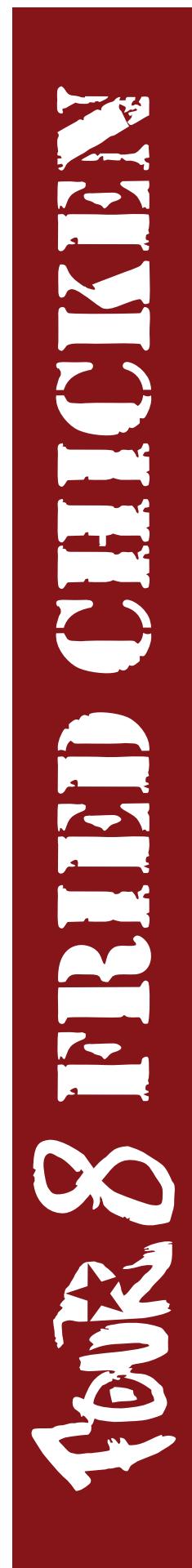




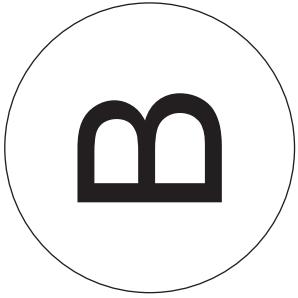
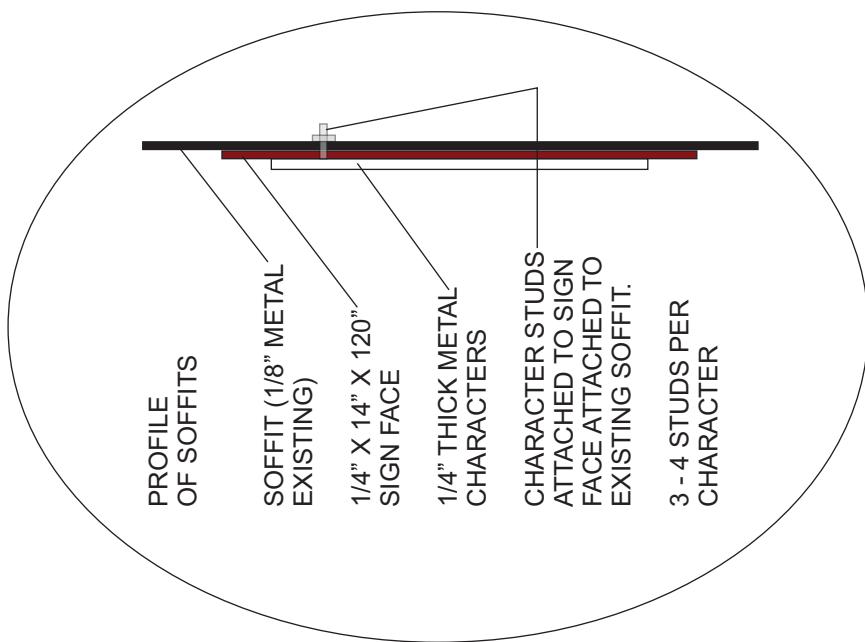
BLACK

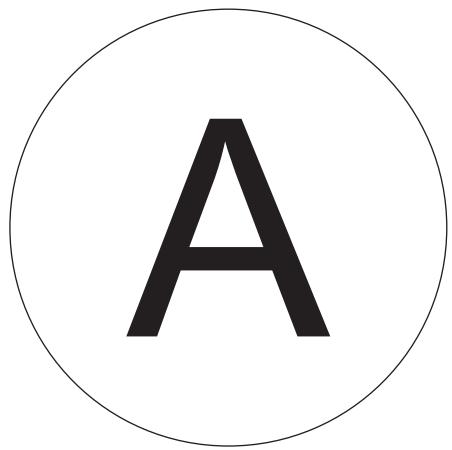
TIMELESS RUBY: BEHR HDC-CL-01

BKGD: FRENCH SILVER BEHR PPU18-05



2 SIGNS TOTAL:
14" X 120"
TOTAL SQ FOOTAGE OF SIGNS: 23.33

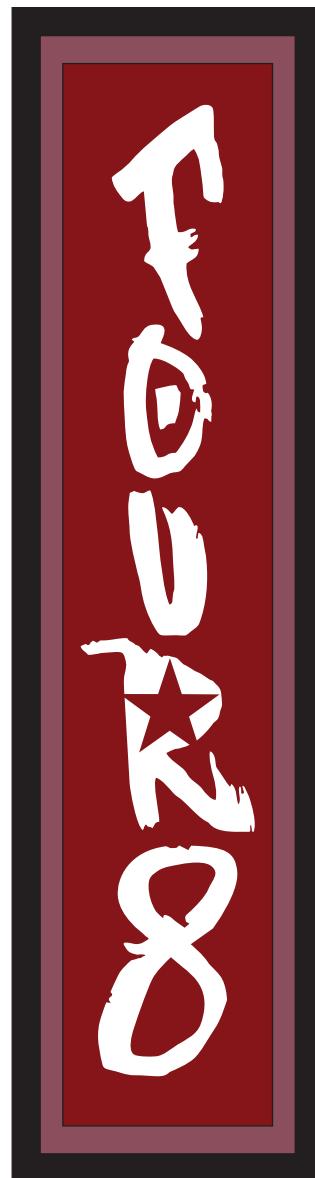


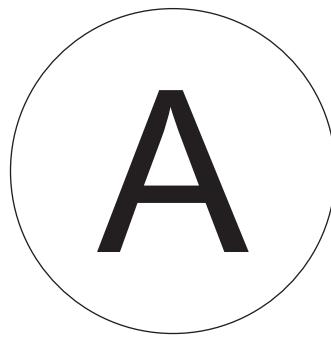


EXISTING 3 SIDED
CANILEVERED SIGN,
EACH FACE MEASURING

22.5" IN HEIGHT X'S
84' IN WIDTH

TOTAL SQ FOOTAGE
OF ALL 3 FACES:39.39





F
R
I
E
D

C
H
I
C
K
E
N

EXISTING "MERKIN, VINEYARDS, WINE TASTING & OSTERIA," ARE REVERSE PAN CHANNEL L.E.D. BACK LIT CHARACTERS.

PROPOSED SIGNS: 1/4" METAL FACES, ATTACHED TO 3" DEPTH METAL CABINETS. THESE 3 TOTAL CABINETS ARE ATTACHED TO EXISTING CANILEVERED SIGN, BOTH REPLACING & COVERING AREA WHERE PAN CHANNEL LETTERS ONCE EXISTED. BACKED WITH PLEXI GLASS, BACK LIT WITH L.E.D.

1/8" PAINTED METAL OVERLAY

WATERJET CUT OUT AREA. BACKED WITH PLEXIGLASS, BACK LIT WITH L.E.D. LIGHTING

EXISTING

PROPOSED

A

B

C.U.P. PROPOSAL



MAIN STREET

EXISTING PROPOSED

A

B



PINAL STREET