



**Arizona Department of Real Estate (ADRE)**  
**Investigations and Development Services Division**  
[www.azre.gov](http://www.azre.gov)

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JANICE K. BREWER  
GOVERNOR

JUDY LOWE  
COMMISSIONER

**SUBDIVISION DISCLOSURE REPORT**  
(PUBLIC REPORT)

FOR  
**Switzer Canyon Village Townhomes**  
aka  
**Miramonte at Switzer Canyon**

Registration No. DM14-057347

**SUBDIVIDER**

Miramonte Switzer, LLC, an Arizona limited liability company  
2492 E. River Road, Suite 100  
Tucson, Arizona 85718

Effective Date  
November 5, 2014

**PROPERTY REPORT DISCLAIMER**

This report is NOT A RECOMMENDATION OR AN ENDORSEMENT by the State of Arizona of this land. The application and public report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department; all information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

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**THE ARIZONA DEPARTMENT OF REAL ESTATE**

**REQUIRES THAT:**

1. You BE GIVEN this public report;
2. YOU SIGN A RECEIPT indicating that you received this report;

**RECOMMENDS:**

1. You DO NOT SIGN ANY AGREEMENT before you have read this report;
2. You see the EXACT PROPERTY you are interested in BEFORE SIGNING any document for lease or purchase.

**ARIZONA LAW STATES:**

1. THE SALE OR LEASE OF SUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.

\*A contract or agreement for purchase of a lot which includes a building or obligates the seller to complete construction of a building within two years from the contract date does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

## **GENERAL**

**This report includes:** Lots 1 through 48, inclusive

**The map of this subdivision** is recorded in Sequence Number 3694391, records of Coconino County, Arizona.

The subdivision is approximately 19.58 acres in size. It has been divided into 48 lots and Tracts "A", "B", "C", and "D". Lot boundaries are staked with rebar at lot corners and radii.

**A PORTION OF TRACTS A, B, C AND D, AS SHOWN ON THE PLAT THERE IS RESERVED TO THE PUBLIC A PERPETUAL EASEMENT FOR THE FLAGSTAFF URBAN TRAIL SYSTEM. PEDESTRIAN TRAFFIC ON THE FLAGSTAFF URBAN TRAIL SYSTEM BY MEMBERS AND PUBLIC MAY OCCUR AT VARIOUS TIMES OF THE DAY AND NIGHT, AND THAT SUCH USERS MAY ENGAGE IN CONDUCT OR OTHER ACTIVITIES THAT COULD BE UNDESIRABLE, DISRUPTIVE OR EVEN DEEMED TO BE A NUISANCE, AND THAT SUCH USE COULD PRESENT THE RISK OF PERSONAL INJURY AND/OR PROPERTY DAMAGE OR THEFT.**

**LOTS 1, 2, AND 7 THROUGH 24 ARE DIRECTLY ADJACENT TO THE FLAGSTAFF URBAN TRAIL SYSTEM, AS SHOWN ON THE PLAT AND THEREFORE MAY BE AFFECTED TO A GREATER EXTENT THAN OTHER OWNERS WITHIN THE PROPERTY GIVEN THE PROXIMITY OF SUCH LOTS.**

**In addition, Subdivider does hereby disclose the existence of certain encroachments along the boundaries of Tracts A and B comprising a portion of subdivision and such encroachments may give rise to certain rights of the parties encroaching onto Tracts A and B. Subdivider reserves the right to take such action as it deems necessary to address encroachments, including, without limitation, granting easements or any of the conveying portions of Tracts A or B to adjacent landowners. Any such conveyance or grant of easement could restrict or prohibit the ability of purchaser to use such portion of Tract A or B.**

**Subdivider reserves the right to make changes in the proposed land uses, improvement plans, street patterns and types, architectural styles and designs, size of residences, and other improvements to be built within the community. There are no assurances that the community will be developed as proposed and Subdivider's plans for the community may be altered at Subdivider's discretion. The total number of residential units may increase or decrease from the current plan, depending upon market conditions or other conditions, including acquisition of additional property or divesting of property.**

**YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.**

### **SUBDIVISION LOCATION**

**Location:** 587 N. Switzer Canyon Drive., Flagstaff, Coconino County, State of Arizona.

I-17 north to Flagstaff. Take Exit #340 towards I-40 E/Albuquerque. Take Exit #198/Butler Avenue, continue to Ponderosa Parkway. Take a left on E. Santa Fe Avenue. Turn right onto North Switzer Canyon Drive. Entry to subdivision is on the left.

### **UTILITIES**

**Electricity:** Arizona Public Service, (928) 779-7637, [www.aps.com](http://www.aps.com). Subdivider has complete facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchasers will be required to pay an establishment fee of \$25.00, plus tax, deposit of \$200.00 may be required. Credit check determines if deposit can be waived.  
**Purchaser should verify cost with utility provider.**

**Telephone:** CenturyLink, (800) 244-1111, [www.centurylink.com](http://www.centurylink.com), Subdivider has completed facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchasers cost to receive service includes a \$27.50 installation fee, and an \$85.00 per long distance line-credit check determines if deposit can be waived. \$8.50 - \$13.18 minimum monthly service charge plus consumption service establishment fee plus a deposit may be required.  
**Purchaser should verify cost with utility provider.**

**Cable:** Suddenlink, (928) 773-1260, [www.suddenlink.com](http://www.suddenlink.com), Subdivider has completed facilities to the each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchasers cost to receive service includes a \$10.00 deposit, \$40.00 installation fee. The monthly service fee is based on type of package selected. Basic package which includes telephone, internet, and cable begins at \$105.00.  
**Purchaser should verify cost with utility provider.**

**Internet or Fiber Optic:** CenturyLink, (800) 244-1111, [www.centurylink.com](http://www.centurylink.com), Subdivider has completed facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchasers cost to receive service includes a \$27.50 installation fee, and an \$85.00 per long distance line-credit determines if deposit can be waived. \$8.50 - \$13.18 minimum monthly service charge plus consumption service establishment fee plus a deposit may be required.

Suddenlink, (928) 773-1260, [www.suddenlink.com](http://www.suddenlink.com), Subdivider has completed facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchasers cost to receive service includes a \$10.00 deposit, \$40.00 installation fee. The monthly service fee is based on type of package selected. Basic package which includes telephone, internet, and cable begins at \$105.00.

**Purchaser should verify cost with utility provider.**

**Natural Gas:** Unisource, (928)774-4592, [www.uesaz.com](http://www.uesaz.com), Subdivider has completed facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchaser will be required to pay \$25.00 establishment fee, and \$120.00 deposit may be required.

**Purchaser should verify cost with utility provider.**

**Water:** City of Flagstaff, (928) 779-7637, [www.flagstaff.az.gov](http://www.flagstaff.az.gov). Subdivider has completed facilities to each lot line. Cost to complete facilities to the dwelling is included in the sale price of the home. Purchaser will be required to pay a fee of \$50.62 to the City of Flagstaff for water and sewer service. This fee may be less if purchaser is an existing customer or has been a customer of the City of Flagstaff and has a good credit history.

**Purchaser should verify cost with utility provider.**

**Sewage Disposal:** City of Flagstaff, (928) 779-7637, [www.flagstaff.az.gov](http://www.flagstaff.az.gov). Subdivider has completed the facilities to each lot line. Cost to complete facilities to the dwelling is included in the sales price of the home. Purchaser's cost to maintain the Sewage Disposal system is included in the monthly water bill.

**Purchaser should verify cost with utility provider.**

**Garbage Services:** City of Flagstaff, (928) 779-7637 [www.flagstaff.az.gov](http://www.flagstaff.az.gov). Cost to purchaser is included in monthly water bill.

**Subdivider has completed the extension of the utilities to the lot line.**

**PURCHASERS ARE ADVISED TO CONTACT THE ABOVE LISTED PROVIDERS REGARDING EXTENSION RULES, REGULATIONS, SERVICE CONNECTIONS, INSTALLATION CHARGES, ACCOUNT SET-UP FEES AND THE COSTS INVOLVED. COSTS ARE SUBJECT TO CHANGE BY THE SERVICE PROVIDERS.**

### **STREETS, ROADS AND DRAINAGE**

**Access to the Subdivision:** Asphalt paved public streets are maintained by the City of Flagstaff. Purchaser's cost for continued maintenance is included in property taxes.

**Access within the Subdivision:** Subdivider has completed the asphalt paved Public and Private streets. The Private streets are maintained by the Homeowner's Association and the cost is

included in the Homeowner's Association dues. The Public streets are maintained by the City of Flagstaff and cost is included the property taxes.

**Street Lights:** Subdivider has completed the street lights. Purchaser's monthly cost included in Homeowner's Association dues. Electric service fees are paid by the Homeowner's Association. Costs to the homeowner are included in the homeowners HOA assessment. Repair and maintenance of the actual light pole and fixture is handled by Arizona Public Service (APS).

**Flood and Drainage:** Subdivider has completed the drainage facilities. Continued maintenance is the responsibility of the Homeowner's Association. Purchaser's cost for continued maintenance is included in the Homeowner's Association Fees.

**Arizona State Trust Land:** The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space without compensation.

A person must have prior approval to use State Trust Land. Temporary recreational use is allowed with certain restrictions and conditions through purchase of a recreational permit. Use of State Trust Land without proper approval is a trespass.

MANY ROADS ON RURAL TRUST LANDS ARE NOT LEGAL TRAVEL ROUTES, EXCEPT FOR STATE LESSEES AND HUNTERS, AND DO NOT PROVIDE LEGAL ACCESS TO PRIVATE LAND. STATE TRUST LAND MAY BE SOLD OR LEASED FOR USES WHICH MAY EXCLUDE RECREATION. RECREATION IS A TEMPORARY USE THAT MAY BE TERMINATED AT ANY TIME.

For additional information, visit the State Land Department web page at [www.land.state.az.us](http://www.land.state.az.us), or call (602) 542-4631.

## **LOCAL SERVICES AND FACILITIES**

### **Schools:**

Marshall Elementary School, located at 850 N. Bonito Street, approximately 1 ½ mile northwest.  
(928) 773-4030

Mount Elden Middle School located at 3223 N. 4th Street, approximately 3 miles northeast.  
(928) 773-8250

Flagstaff High School, located at 400 W. Elm Avenue, approximately 1 1/3 miles northwest.  
(928) 773-8100

***SCHOOL BUS TRANSPORTATION WILL ONLY BE PROVIDED TO STUDENTS RESIDING OUTSIDE THE SCHOOLS DESIGNATED WALKING DISTANCE. PURCHASERS SHOULD CONTACT THE SCHOOLS TO DETERMINE THE AVAILABILITY OF SCHOOL BUS TRANSPORTATION.***

**PURCHASERS ARE ADVISED THAT SCHOOL BOUNDARIES AND SCHOOL BUS TRANSPORTATION MAY CHANGE. YOU SHOULD CONTACT THE AT**

**FLAGSTAFF UNIFIED SCHOOL DISTRICT #1 AT (928) 527-6000 REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.**

**ADDITIONAL INFORMATION REGARDING SCHOOLS AND AREA DISTRICTS CAN BE FOUND AT: WWW.GREATSCHOOLS.NET AND WWW.SFB.STATE.AZ.US**

**Shopping Facilities:** Fry's Food Store, located at 201 N. Switzer Canyon Dr., is approximately ¼ mile south and Albertson's located at 1416 E. Route 66, is approximately 1/3 miles south.

**Public Transportation:** Mountain Line, (928) 779-6624, 3773 N. Kaspar Ave., [www.mountainline.az.gov](http://www.mountainline.az.gov). Bus stop is located on the corner of Route 66 and Switzer Canyon, approximately ¼ mile south.

**Medical Facilities:** Flagstaff Medical Center, located at 1200 N. Beaver Street, is approximately 1 ½ miles northwest. For emergency service dial 911.

**Fire Protection:** Can be reached by dialing 911. Services provided by the Flagstaff Fire Department. Cost is included in the property taxes.

**Ambulance Service:** Can be reached by dialing 911. Services provided by Guardian Medical Transport. Guardian Medical Transport may assess a fee for services. For non-emergency information please call (928) 773-2145.

**Police Services:** Flagstaff Police Department can be reached by dialing 911. For non-emergency services please call (928) 779-3646.

**LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.**

**COMMON, COMMUNITY AND RECREATIONAL FACILITIES**

**Within the Subdivision:** Tract "A" is to be reserved as common area for the use and benefit of the members of the Homeowners Association.

A portion of Tracts A, B, C and D as shown on the Recorded Plat are reserved for the Flagstaff Urban Trail System. This trail is for public use and for the use of the homeowners. Owners shall not restrict access by the public to the Flagstaff Urban Trail System. A perpetual easement for the Flagstaff Urban Trail System has been recorded by Instrument 34255283..

**Within the Master Planned Community:** Subdivider advises that subdivision is not a part of a Master Planned Community.



**ASSURANCES FOR COMPLETION OF IMPROVMENTS**

**Assurances for Completion of Subdivision Facilities:** Subdivider advises that all improvements are completed.

**Assurances for Maintenance of Subdivision Facilities:** Utility companies to maintain their respective facilities and the Homeowner’s Association is to maintain all common areas. Public streets to be maintained by the City of Flagstaff.

**PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** Switzer Canyon Village Townhomes Association. The assessments are \$125.00 per quarter, \$500.00 yearly.

**Control of Association:** Class B membership shall cease and be converted to Class A membership on the happening of any of the following events

- (a) Two (2) years after termination of the Declarant Control Period Or
- (b) The date on which the Class B Members(s) relinquishes its Class B Membership by notifying the Class A Members in writing.

**Title to Common Areas:** Common Areas (Tracts A, B, C and D) have been conveyed to the Homeowners Association free and clear of all monetary encumbrances.

The Common Areas are reserved for the non-exclusive use of the members of the Homeowners Association. On certain portions of Tracts A and B comprising the Common Area exist encroachments by adjacent landowners that may restrict the use of the certain portions of Tracts A and B by members. The Subdivider or the Homeowners Association may take action to address the encroachments as either deems reasonably necessary, and such action may include conveying portions of Tracts A and B or granting easements to adjacent land owners that would restrict or prohibit the use of such portions of Tracts A and B by members.

**Membership:** All lot owners will be members.

**PAYMENTS TO PROPERTY OWNERS ASSOCIATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH RECORDED RESTRICTIONS. SAID ASSOCIATION MAY ALSO IMPOSE SPECIAL ASSESSMENTS.**

**SUBDIVISION CHARACTERISTICS**

**Topography:** Undeveloped wooded area with steep sloping terrain

**Flooding and Drainage:** To the developers knowledge, the subject area is not known to have and flooding or drainage problems nor is it downstream from any existing flood structure/dam.

# WOODSON

ENGINEERING & SURVEYING, INC.  
124 N. Elden St., Flagstaff, AZ 86001-5262  
(928) 774-4636 • Fax (928) 774-4646

July 23, 2014

Arizona State Department of Real Estate  
2910 N. 44<sup>th</sup> Street  
Phoenix, Arizona 85018

**Re: Switzer Canyon Village Townhomes, Lots 1 - 48 & Tracts "B" and "C"  
Flood Certification Letter**

To Whom It May Concern:

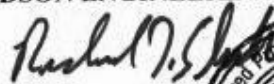
Switzer Canyon Village Townhomes is a subdivision located in a portion of Section 15, Township 21 North, Range 7 East, Gila and Salt River Meridian within the City of Flagstaff, Coconino County, Arizona. The purpose of this letter is to certify that Lots 1-48 lie within Flood Zone "Zone X" as shown on the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map 04005C6809G, dated September 3, 2010. For this property, "Zone X" is defined by FEMA as areas of minimal risk outside the 1% and 0.2% annual chance floodplains.

Since Lots 1-48 are not located in the FEMA 100-year floodplain, flood insurance is not necessary to meet any requirements based on the FEMA maps.

In addition, Woodson Engineering has completed a drainage study for this property in accordance with City of Flagstaff subdivision requirements (March 2006). The Woodson study demonstrated that the property is not subject to any offsite stormwater flows from local watercourses. The Woodson study also provided designs for all onsite stormwater flows in accordance with applicable City of Flagstaff drainage standards. No flooding hazards were identified on developed property resulting from onsite flows.

Sincerely,

**WOODSON ENGINEERING**



Rick Schuller, P.E.  
Engineering Manager  
Associate Principal



*Expires 3-31-15*

Communities by Design

**Soils:** Subdivision is subject to subsidence of soils.

### EXECUTIVE SUMMARY

Extremely expansive soils have been encountered at the site, extending to approximate depths ranging from 4.5 to 6.5 feet. To combat the adverse effects of the expansive soil, many alternative foundation and floor slab recommendations are offered herein. This firm suggests the use of deep conventional spread foundations embedded a minimum of 5.5 feet into the native site soils, utilizing an allowable soil bearing capacity of 2500 psf. A mixture of lean concrete may be placed in the lower portion of the foundation excavation, beneath a locally conventional foundation depth. Rather than importing soil beneath the floor slab, we suggest the use of a 5-inch floor slab incorporating #4 bar reinforcement at 12.0 inches on center, each way.

Executive Summary from soils study done by Foree and Vann, Inc. February 15, 2005 sealed by Jeffrey D. Vann, 2/15/2005.

### **Adjacent Lands and Vicinity**

#### **Zoning -**

North: R1 single family residential

South: HC Highway Commercial

West: R1 single family residential

East: MH manufactured housing, HR, high density residential

**North:** North: First Congregational Church is approximately ½ mile north. Rio De Flag Wash is approximately 1/3 mile north. McPherson Park is approximately 1 ¼ mile north. Buffalo Park is approximately 2 miles north. Coconino National Forest is approximately 2 ¼ mile north. Grace Fellowship Church is approximately 1/3 mile northeast. Pine Cliff Village Apartments, approximately 2/3 miles northeast. Ponderosa Park Apartments, approximately 2/3 miles northeast. McMillan Mesa Park is approximately ¾ mile Northeast. Canyon Springs Luxury Apartments are approximately ¼ mile northeast. Joel Montalvo Park approximately 1 1/3 mile northeast. Vineyard Christian Fellowship is approximately 2/3 miles northwest. Downtowner Apartments are approximately ¾ mile northwest. Wheeler Park is approximately ¾ mile northwest. Santa Fe West Apartments are approximately 1 mile northwest. Highway 180 approximately 1 mile northwest. Thorpe Park is approximately 1 ¾ mile northwest. Lowell Observatory is approximately 2 miles northwest.

**South:** Burlington Northern Santa Fe Rail Road Tracks approximately 1/3 mile south of the subdivision. The train travels in an east/west direction. Noise, dust and smoke may impact the community.

Business Route 40/Route 66, approximately ¼ mile south. Interstate 40, approximately 1 mile south. Route 66 travels in an east/west direction. Noise associated with roadways, dust and light may impact the community.

Rio De Flag Wash is approximately 1/3 mile south. Sawmill Multicultural Art and Nature County Park is approximately 1 mile southwest. Spring Hill Baptist Church is approximately ¾ mile southwest. Riverside Church is approximately 1 ¼ mile southwest. Alpine Ridge Apartments are approximately 1 ¼ mile southwest. Wavertree Apartments are approximately 1 ¼ mile southwest. Citizen Cemetery is approximately 1 ¾ mile southwest. Northern Arizona University is approximately 1 ¾ mile southwest. Arroyo Park is approximately 1 ¼ mile southwest. Calvary Cemetery is approximately 1 ¾ mile southwest, Northland Church is Christ is adjacent to the southwest.

**West:** Northern Arizona University, approximately 1 ½ mile, Highway 89A, approximately 1 ¾ mile, Church of Jesus Christ of LDS, approximately ¾ mile.

Note: Purchasers are advised that the subdivision is situated close to a forest area where native wildlife exists. During periods of construction activity, it is common for wildlife to actively migrate away from the development area. There are wild animals known to inhabit area, such as birds, deer and skunks. Such animals may enter upon the residential properties, and may present danger to persons and pets. Black widow spiders, and other pest and animals are common in part of Arizona. Fortunately, most pests can be controlled with pesticides. If a buyer has concerns, he or she should seek the advice of a pest control company.

For the period of time that there is building in this community, there will be construction traffic, and other development-related activities, which may result in additional traffic, noise or dust for the period of development.

**Termites:** During construction, each home will be treated for termites with certain chemicals, as permitted by law. The termite protection warranty that is provided with the home does not guarantee that termite infestation will not occur during the warranty period. The chemicals dissipate over time and other events may occur, which will require the home to be retreated. Certain actions to the home, such as excessive watering and landscaping around the foundation of the home, may void the warranty.

Subdivider recommends that you visit the community and drive around the general vicinity surrounding the community on a least several occasions on different days and at different times to familiarize yourself with physical and other conditions to determine whether there are additional material factors that might affect your decision to purchase a home in this subdivision. Since Subdivider cannot predict every circumstance that may be material to you as a purchaser, it is imperative that you satisfy yourself about the decision to purchase by investigating matters of concern to you.

**Note:** Owners of the adjacent lands, described above, may seek to rezone their property, may seek zoning variances for their property or may modify their site plan within existing zoning. Consequently, no assurance can be given that the zoning or use for the adjacent lands will not change from that described above. Purchasers should contact Coconino County.

Purchasers are advised that utility providers maintain generating plants throughout areas they service. Purchasers should contact the utility provider for further information regarding any changes to existing facilities or any new facilities that might be planned in the vicinity of their property.

There are no natural gas pipelines within 500 feet of the subdivision boundaries.

There are no existing or proposed high voltage power lines (115kv or greater) or any existing or proposed substations (115kv or greater) within the boundary of the subdivision or within ½ mile of the subdivision boundary.

**INFORMATION ON A PROPOSED OR EXISTING TRANSMISSION LINE AND SUBSTATION MAY BE AVAILABLE FROM THE ARIZONA CORPORATION COMMISSION OR FROM THE UTILITY COMPANY. IN ADDITION TO THE ABOVE DISCLOSED INFORMATION, BUYER SHOULD CONTACT THE UTILITY COMPANY FOR FURTHER AVAILABLE INFORMATION WHICH MAY INCLUDE STRUCTURE HEIGHTS, SCHEMATICS OF WHAT THE STRUCTURES WILL LOOK LIKE AND CONSTRUCTION SCHEDULES**

### **SUBDIVISION USE AND RESTRICTIONS**

**Use:** This offering is for improved lots with dwellings  
**Zoning:** Property is zoned UR, Urban Residential

**This offering is for “Improved Lots” (lot with a dwelling)**

“Improved lot or parcel” means a lot or parcel of a subdivision upon which lot or parcel there is a residential, commercial or industrial building or concerning a contract that has been entered into between a subdivider and a purchaser that obligates the subdivider directly or indirectly through a building contractor, to complete construction of a residential, commercial or industrial building on the lot or parcel within two years from the date on which the contract of sale for the lot is entered into.

**Conditions, Reservations and Restrictions:** None, other than recorded Covenants, Condition, Restrictions and Easements and any other zoning requirements the City of Flagstaff may impose.

**Restrictions and Other Matters of Record:** Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items which are recorded may be inspected at the Office of the Coconino County Recorder. Information about zoning may be obtained at the Office of the City of Flagstaff Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

**Leasing Restriction:** The Covenants, Conditions, Restrictions and Easements for the subdivision require that any lease be of duration of no less than thirty (30) days. In addition, the

subdivider may restrict or prohibit leasing activity during the first two (2) years after a home is sold to someone other than the subdivider or builder.

### **AIRPORTS**

**Military Airport:** Subdivider advises that there is no military airport in the vicinity as defined in A.R.S. 28-8461.

**Public Airport:** Flagstaff Pulliam Airport, located at 6200 S. Pulliam Drive, approximately 7 ¼ miles southwest.

**Airport:** Flagstaff Pulliam Airport, located at 6200 S. Pulliam Drive, approximately 7 ¼ miles southwest..

### **TITLE**

**Title to this subdivision** is vested in Forest Ring, LLC, an Arizona limited liability company

**Subdivider's interest in** this subdivision is as "optionee" and has the contractual rights of a Subdivider to acquire lots for specified amounts Rolling Agreement for Purchase and Sale of Real Property and Rolling Instructions dated January 22, 2012 and amended on June 21, 2013 and March 17, 2014.

The Rolling Agreement contains release provisions that allow the subdivider to sell individual lots constituting the subdivision to third-party purchasers free and clear of any lien or encumbrance contained therein upon performance by such third-part under any purchase agreement with the subdivider.

**Title is subject**, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. **YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND.** Title exceptions affecting the condition of title are listed in the Preliminary Title Report dated Oct. 7, 2014 issued by Pioneer Title Agency. **You should obtain a title report and determine the effect of the listed exceptions.**

**EXCEPTIONS: SEE EXHIBIT "A" ATTACHED**

### **METHOD OF SALE OR LEASE**

**Sales:** YOUR VESTED INTEREST/OWNERSHIP INTEREST IN THE PROPERTY WILL BE EVIDENCED BY THE SUBDIVIDER DELIVERING A RECORDED DEED TO YOU AND BY YOUR SIGNING A PROMISSORY NOTE AND MORTGAGE OR DEED OF TRUST FOR THE UNPAID BALANCE, IF ANY. YOU SHOULD READ THESE DOCUMENTS BEFORE SIGNING THEM.

Sales will be made by purchase contract. Purchaser's deposit and earnest monies to be deposited and held in an Escrow Account or the seller's general account at the option of the seller. Upon execution of the contract the seller may require all such monies to be released to the seller's general account. Your vested interest/ownership interest in the property will be evidenced by the subdivider delivering a recorded deed to you and by you signing a promissory note and mortgage or deed of trust for the unpaid balance, if any.

**Purchaser is advised to read all documents before signing them.**

**Release of Liens and Encumbrances:** SUBDIVIDER HAS ADVISED THAT ARRANGEMENTS HAVE BEEN MADE WITH THE LENDERS IN THE AFOREMENTIONED DEEDS OF TRUST FOR THE RELEASE OF AN INDIVIDUAL LOT UPON COMPLETION OF ALL PAYMENTS AND PERFORMANCE OF ALL THE TERMS AND PROVISIONS REQUIRED OF THE PURCHASER UNDER THE PURCHASE CONTRACT BETWEEN SUBDIVIDER AND SUCH PURCHASER.

#### **EARNEST MONEY AND DOWN PAYMENT DEPOSITS**

**YOU ARE ADVISED THAT, IF PROVIDED FOR IN THE PURCHASE CONTRACT AND AT THE OPTION OF THE SELLER, EARNEST MONEY DEPOSIT, DOWN PAYMENTS AND OTHER ADVANCED MONEY MAY NOT BE PLACED IN A NEUTRAL ESCROW. SUCH MONEY WILL BE PAID DIRECTLY TO THE SELLER AND MAY BE USED BY THE SELLER. THIS MEANS THE PURCHASER ASSUMES A RISK OF LOSING SUCH MONEY IF THE SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE PURCHASE CONTRACT**

**Use and Occupancy:** Purchaser will be permitted to the use and occupancy upon close of escrow, and recordation of deed and completion of the home.

**Leasehold Offering:** This is not a lease hold offering.

**THE PURCHASE CONTRACT IS A BINDING AGREEMENT. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT, YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES PROVIDED BY LAW. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE.**



**TAXES AND ASSESSMENTS**

**Real Property Taxes:** The combined primary and secondary property tax rate for this subdivision for the year 2013 is 9.1758 per \$100.00 assessed valuation. The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$530,000., is \$4,240..

**Special District Tax or Assessments:** None

**AMOUNT OF TAXES AND ASSESSMENTS SET FORTH ABOVE ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE.**

**YOU ARE ADVISED TO READ THE RECORDED DECLARATION OF (COVENANTS, CONDITIONS AND RESTRICTIONS), ARTICLES OF INCORPORATION, DECLARATION OF CONDOMINIUM, BYLAWS FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF LOT/UNIT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS' ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR LOT/UNITS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD LOTS/UNITS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.**

**Exhibit "A"**

1. **Taxes and assessments collectible by the County Treasurer for the following year:**

**Year : 2014**

2. **Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.**

**This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.**

3. **Easements and rights incident thereto, as set forth in instrument:**

**Recorded in Docket 112  
 Page : 135  
 Purpose: Construction, operation and maintenance of sewer line (undefined)**

4. **Easements and rights incident thereto, as set forth in instrument:**

**Recorded in Docket 155  
 Page : 423  
 Purpose: Water line**

5. **Easements and rights incident thereto, as set forth in instrument:**

**Recorded in Instrument No. 04-3252749  
 Purpose: Public utilities**

6. **Easements and rights incident thereto, as set forth in instrument:**

**Recorded in Instrument No. :04-3252751  
 Purpose: Drainage**

7. **MATTERS SHOWN ON SURVEY:**

**Recorded in Book 21 of Surveys  
 Page 58**

8. **MATTERS SHOWN ON SURVEY:**

**Recorded in Instrument No. 3394053**

9. **Liabilities and obligations imposed upon the land, or the owner thereof, by reason of inclusion or membership in Switzer Canyon Village Townhomes Association.**

10. **Easements as set forth on plat;**

**Recorded in Instrument No. 3425283; and**

**Recorded in Instrument No. 3694391**

**11. The rights of Optionee under the terms of unrecorded Option to Purchase:**

**Dated : January 22, 2013, and amended June 21, 2013, and on March 17, 2014**  
**Optionor : FOREST RING, LLC, an Arizona limited liability company**  
**Optionee : Miramonte Switzer, LLC, an Arizona limited liability company**  
**Term : not shown**  
**Disclosed by : Corrective Memorandum of Agreements**  
**Dated : August \_\_\_\_, 2014**  
**Recorded : September 16, 2014**  
**Document No. : 3702121**

**12. Terms, conditions, liabilities and obligations contained in unrecorded Rolling Agreement and Profit Agreement;:**

**Dated : January 22, 2013, and amended June 21, 2013, and on March 17, 2014**  
**Parties : Forest Ring, LLC; Miramonte Switzer, LLC**  
**Disclosed by : Corrective Memorandum of Agreements**  
**Dated : August \_\_\_\_, 2014**  
**Recorded : September 16, 2014**  
**Document No. : 3702121**

**13. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.**

**14. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:**

**Recorded in Document No.: 3694392**