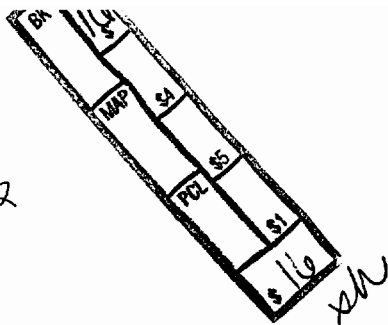


TOWN OF CAMP VERDE
P.O. BOX 710
CAMP VERDE AZ 86322



06-10-99A10:19 RCVD

3148200 BK 3663 PG 213
Yavapai County
Patsy Jenney-Colon, Recorder
05/14/1999 12:41P PAGE 1 OF 31
TOWN OF CAMP VERDE
RECORDING FEE 16.00
SURCHARGE 0.00
POSTAGE 0.00

ORDINANCE NO. 99-A142

DEVELOPMENT AGREEMENT WITH HARVARD INVESTMENTS, INC.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ADOPTING A DEVELOPMENT AGREEMENT WITH HARVARD INVESTMENTS, INC., FOR A PLANNED AREA DEVELOPMENT (PAD) OF APPROXIMATELY 400 ACRES AT THE INTERSECTION OF SR 260 AND I-17 IN THE CORPORATE LIMITS OF THE TOWN.

WHEREAS, pursuant to ARS §9-500.05.A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

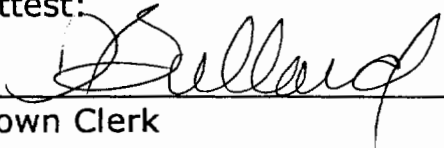
WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

WHEREAS, it would be in the best interests of the public to publish the development agreement once the ordinance is passed, and to record it with the Yavapai County Recorder within 10 days as required by law, whereupon the burdens of the development agreement are binding on, and the benefits inure to, the parties to the agreement and to all their successors in interest and assigns.

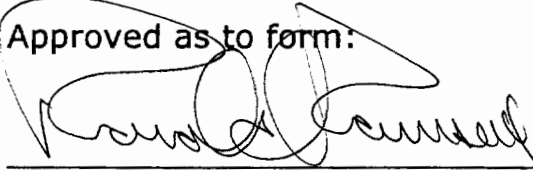
NOW THEREFORE, be it ordained by the Mayor and Common Council of the Town of Camp Verde, that the development agreement with Harvard Investments, Inc., as set forth in Exhibit A, shall be executed by the Mayor on behalf of the Town, and that it is found to have included the necessary elements, and consistent with the general plan of the Town, to be published and recorded as required by law.

Passed and adopted this **28th** day of **April 1999**.

Attest:


Town Clerk

Approved as to form:


Town Attorney

Approved:


Mayor

When recorded, return to
BURCH & CRACCHIOLO (MD)
702 E. Osborn Road, #200
Phoenix, AZ 85014

**DEVELOPMENT AGREEMENT
(The Homestead at Camp Verde)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Camp Verde, an Arizona municipal corporation (the "Town"), and Harvard Investments, Inc., a Nevada corporation (the "Developer"). The Town and the Developer are referred to herein collectively as the "parties."

RECITALS:

A. Developer is the owner of certain real property in the Town consisting of approximately 393 net acres, located generally east of the northeast corner of State Route 260 and I-17, which property is legally described on Exhibit A attached hereto (the "Property").

B. The Town and the Developer each desire that the Property be developed in accordance with the Planned Area Development Plan for The Homestead at Camp Verde ("PAD Plan"), to be submitted to the Town Council contemporaneously with this

Agreement, which PAD Plan provides for single-family and multi-family residences, a commercial site, a neighborhood medical center, neighborhood parks, green belt open space, walking/jogging/equestrian trails, an elementary school site, and a church site.

C. The Town and the Developer acknowledge and agree that development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town and its residents by (i) increasing tax and other revenues to the Town based on improvements to be constructed on the Property and the operation of new businesses on the Property; and (ii) creating housing and employment in the Town through the development of the Property, and (iii) providing for the design, construction and financing of public infrastructure to service the Property; and (iv) providing for other matters relating to the development of the Property.

D. The Town confirms that development of the Property pursuant to this Agreement is consistent with the Town of Camp Verde General Plan ("General Plan"), and any specific development plan applicable to the Property on the date of this Agreement.

E. The Town confirms that prior to the execution of this Agreement, the Town has given all required public notice and has held all required public hearings to receive comment, discuss and otherwise consider and approve the terms and conditions of this Agreement.

F. The Town and the Developer are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this Agreement, the Town and the Developer state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Town Services. The Town shall provide all municipal services to the Property, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the Town, except as otherwise provided herein.

3. Assured Water Supply. The Town and Developer acknowledge and agree that the Property is within the water service area certificated to the Camp Verde Water System. A “will serve” letter from the Camp Verde Water System is attached to the Pad Plan as Exhibit M.

4. Water Distribution System.

4.1 Developer or Camp Verde Water System (but not the Town) shall construct any off-site water transmission lines and other improvements required to bring water service to the Property (“Off-Site Water Improvements”). The Town shall not pay any portion of the cost of the Off-Site Water Improvements. The Developer and Camp Verde Water System may elect, but shall not be required by the Town to oversize the Off-Site Water Improvements beyond what is needed to serve the Property.

4.2 Developer or Camp Verde Water System (but not the Town) shall

construct any on-site water improvements required to serve the Property with water supplied by the Camp Verde Water System (the "On-Site Water Improvements") The On-Site Water Improvements shall consist of (a) on-site water transmission lines and those fire hydrants and valves required to serve the Property as shown on the Conceptual Water Distribution Plan prepared by Shepard-Wesnitzer, Inc. as Job No. 99022, and submitted to the Town under separate cover; and (b) on-site water distribution lines required to serve individual parcels within the Property. The on-site distribution lines shall be identified on the improvement plans approved by the Town prior to recording of the final plat for individual parcels within the Property.

4.3 The Town shall not pay any portion of the cost of the On-Site Water Improvements. The Developer and Camp Verde may elect but shall not be required by the Town to oversize the On-Site Water Improvements beyond what is needed to serve the Property.

4.4 Developer, or the Camp Verde Water District, at its election, may obtain federal funding and/or enter cost-sharing agreements with builders and/or establish improvement districts to finance all or any portion of the on-site and/or off-site water improvements required to provide water service to the Property.

5. Wastewater Treatment.

5.1 The Town and the Developer acknowledge and agree that the Property is within the wastewater treatment service area certificated to the Camp Verde Sanitary District.

A “will serve” letter from the Camp Verde Sanitary District is attached to the PAD Plan as Exhibit N.

6. Sanitary Sewer System.

6.1 Developer or Camp Verde Sanitary District (but not the Town), shall construct any off-site sewer mains or other improvements required to bring sanitary sewer service to the Property (“Off-Site Water Improvements”). The Town shall not be required to pay any portion of the Off-Site Sewer Improvements. The Developer or Camp Verde Sanitary District may elect but shall not be required by the Town to oversize the Off-Site Water Improvements beyond what is needed to serve the Property.

6.2 Developer or the Camp Verde Sanitary District (but not the Town) shall construct the on-site sewer improvements required to serve the Property (the “On-Site Sewer Improvements”). The On-Site Sewer Improvements shall consist of (a) the sewer mains and pump station required to serve the Property as shown on the Conceptual Sanitary Sewer Plan prepared by Shepard-Wesnitzer, Inc. as Job No. 99022, and submitted to the Town under separate cover; and (b) the lateral sewer lines serving individual parcels within the Property. The lateral sewer lines will be identified on the improvement plans approved by the Town prior to recording of the final plat for individual parcels within the Property.

6.2.1 The Town shall not pay any portion of the cost of the On-Site Sewer Improvements. The Developer or the Camp Verde Sanitary District may elect but shall not be required by the Town to oversize the On-Site Sewer Improvements beyond what

is needed to serve the Property.

6.3 Developer or the Camp Verde Sanitary District, at its election, may obtain federal funding and/or enter cost-sharing agreements with builders and/or establish improvement districts to finance all or any portion of the on-site and/or off-site sewer improvements required to provide sanitary sewer service to the Property.

6.5 The Town acknowledges and agrees that the Developer or Camp Verde Sanitary District (but not the Town) owns all effluent resulting from the treatment of wastewater generated on the Property.

7. Infrastructure Assurances; Easements.

7.1 The Developer acknowledges and agrees that the Town, prior to recording the final plat for the Property or any portion thereof, may require the Developer to provide assurances which are appropriate and necessary to assure that the installation of the required infrastructure improvements will be completed ("Infrastructure Assurance"). In satisfaction of such Infrastructure Assurance, the City shall hold certificates of occupancy or equivalent building approval for the Property or any portion thereof to be improved until such infrastructure improvements are completed as provided in the Town's subdivision ordinances.

7.2 The Developer and its agents shall have the right to enter, remain upon and cross over any Town easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property,

provided that the Developer's use of such right does not materially impede or materially adversely affect the Town's use and enjoyment of the subject property and provided also that the Developer shall restore such easements and right-of-way to substantially the same condition as existed prior to Developer's entry. Any improvements constructed by the Developer within Town easements or rights-of-way shall be constructed in compliance with all applicable codes, regulations and policies of the Town and, upon completion, such improvements shall be dedicated to and accepted by the Town for maintenance.

8. PAD Plan; CC&Rs; Design Guidelines.

8.1 The Town, in recognition of the valuable considerations being provided by Developer pursuant to this Agreement and the financial investment of the Developer in developing the Property, hereby agrees that the Property may be developed in phases. The Town will permit the Developer to make the determination of the phases in which the Property will be developed and the order in which the phases will be completed. A preliminary phasing schedule is attached to the PAD Plan as Exhibit P.

8.2 The PAD Plan shall provide for a maximum of 800 single-family units and a maximum of 300 apartment units, together with the other land uses identified on Exhibit C-1a of the PAD Plan.

8.3 The Developer acknowledges and agrees that Town approval of the PAD Plan does not include approval of roadway cross sections for construction. Construction plans for all roadways shall be reviewed and approved by the City's engineering department

prior to commencement of construction.

8.4 The Arizona Department of Transportation (“ADOT”) has represented to the Developer and the City that any traffic signals (“Traffic Signals”) required along that portion of Finnie Flat Road and/or Highway 260 adjacent to the Property shall be installed by ADOT at ADOT’s expense. The Town shall reasonably cooperate with Developer to have the Traffic Signals installed by ADOT at ADOT’s expense. If the Town, at its discretion, elects to realign Industrial Road, and Industrial Road as realigned requires a traffic signal, the Town shall pay the full cost of such traffic signal.

8.5 Common areas within each phase of the Property shall be developed as that phase is developed and dedicated to the homeowner’s association for the Property (the “Association”), whereafter the common areas will be maintained by the Association at the expense of the Association, except as otherwise provided herein or in a separate agreement between the Association and a joint user.

8.6 Developer shall maintain Parcel 15 of the Property as open space for up to ten (10) years after the PAD Plan is approved by the Town Council. At any time during said 10-year period, the local school district (the “School District”) may elect to take title to Parcel 15 for use as an elementary school site (including school buildings, administrative buildings, play fields, recreational areas and related support facilities) by written notice to Developer. Upon receipt of such notice within said 10-year period, Developer shall convey Parcel 15 to the School District, free of charge, for use as an elementary school site, subject

to the School District providing such documentation as Developer may reasonably require to confirm that the School District has sufficient funds to build and open an elementary school on Parcel 15 within two (2) years after the date of conveyance. Notwithstanding anything herein to the contrary, the requirement that the School District build and open an elementary school on Parcel 15 within two years after the date of conveyance can be satisfied by building and opening play fields and other recreational areas ("Recreational Facilities") as adjunct facilities to an elementary school located elsewhere in the School District. The elementary school site, after conveyance to the School District, shall be designed, constructed, operated and maintained by the School District at no expense to the Developer, but in conformance with the CC&Rs and Design Guidelines of The Homestead at Camp Verde. The deed of conveyance shall include a restriction limiting Parcel 15 to use as an elementary school site, and also shall include a reverter clause that provides for title to Parcel 15 to revert to Developer if the School District does not build and open the elementary school and/or maintain the Recreational Facilities within two (2) years after the date of conveyance, or if the School District ceases to operate the elementary school and/or Recreational Facilities within five (5) years after the date of conveyance. If, within 10 years after the PAD Plan is approved by the Town Council, the School District does not provide written notice to Developer that the School District elects to take title to Parcel 15 for use as an elementary school site, then the Developer shall maintain Parcel 15 as open space for an additional two (2) years and anytime within said 2-year period, the Town may elect to take title to Parcel

15 for use as a public park by written notice to Developer. Upon receipt of such notice from the Town, Developer shall convey Parcel 15 to the Town, free of charge, for use as a public park, subject to the Town agreeing to develop and open Parcel 15 as a public park within one (1) year after the date of conveyance, with recreational amenities equal to or better than the recreational amenities in the parks developed on Parcels M and N. The deed of conveyance shall include a restriction limiting Parcel 15 to use as a public park, and also shall include a reverter clause that provides for title to Parcel 15 to revert to Developer if the Town does not develop and open Parcel 15 as a public park within one (1) year after the date of conveyance. The public park will be maintained by the Association at the Town's expense, with the maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If, within said 2-year period, the City does not provide written notice to the Developer that the City elects to take title to Parcel 15 for use as a public park, or if title to Parcel 15 reverts to Developer as provided herein, Developer may develop Parcel 15 in accordance with the zoning designation of PAD 7-9, and any lots so developed within Parcel 15 shall be in addition to the lots already permitted under the approved PAD Plan.

8.6.1 For purposes of Section 8.6 and the remainder of this Agreement, the "date of conveyance" shall be defined as the date the subject deed is recorded in the official records of Yavapai County.

8.6.2 For purposes of Section 8.6 and the remainder of this Agreement,

the “cost of maintenance,” “cost of maintaining,” “maintenance costs” and similar phrases shall include the cost of appropriate insurance, as reasonably determined by Developer. All insurance policies shall name the Town or the Developer or the Association as additional insureds, as the case may be.

8.7 Developer shall develop Parcels M and N as parks with tot lots and active recreation areas and shall maintain Parcels M and N as parks for up to three (3) years after the PAD Plan is approved by the Town Council. At any time during said 3-year period, the Town may elect to take title to Parcels M and N for use as public parks by written notice to Developer. Upon receipt of such written notice, Developer shall convey Parcels M and N to the Town, free of charge, for use as public parks, and the Developer shall maintain Parcels M and N as public parks until 50 percent of the single-family residences at The Homestead at Camp Verde have been built out, provided that the Town agrees that after such build-out Parcels M and N will be maintained by the Association at Town expense, with the maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If, within said 3-year period, the Town does not provide written notice to the Developer that the Town elects to take title to Parcels M and N for use as a public park, Developer shall dedicate Parcels M and N to the Association and Parcels M and N will be maintained by the Association as parks for use by residents of The Homestead at Camp Verde, but shall not be available for public use.

8.8 Town residents have expressed an interest in having public access to Parcel

K and having public restrooms located at or near Parcel K. Developer will permit public access to Parcel K and will develop public restrooms at or near Parcel K, if the Town agrees, by written notice to Developer within three (3) years after the PAD Plan is approved by the Town Council, to be responsible for the cost of maintaining Parcel K as a natural habitat and the cost of maintaining the public restrooms from and after the first day the public restrooms are opened. If the Town delivers such notice within said 3-year period, Parcel K and the public restrooms shall be maintained by the Association at the Town's expense, with maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If the Town does not deliver such notice within the 3-year period, the Developer shall not be under any obligation to develop public restrooms at or near Parcel K, or to make Parcel K available for public use.

8.9 Developer shall develop a walking/jogging trail system as depicted in Exhibit C-2 of the PAD Plan for use by residents of The Homestead at Camp Verde, with designated portions of the trail system available for equestrian use. The trail system, when developed, shall be dedicated to the Association and thereafter maintained by the Association. If the Town desires the trail system to be available for public use, the Town may elect by written notice to Developer within five (5) years after the PAD Plan is approved by the Town Council, to assume the cost of maintenance of the trail system. If the Town delivers such notice within said 5-year period, the trail system shall be maintained by the Association at the Town's expense, with the maintenance responsibilities of the

Association and the financial responsibilities of the Town set forth in a separate agreement. If the Town does not deliver such notice within said 5-year period, the trail system shall be maintained by the Association for use by residents of The Homestead at Camp Verde, but shall not be available for public use, and the Developer may elect to eliminate equestrian use of the trail system.

8.10 The CC&Rs and/or Design Guidelines for The Homestead at Camp Verde shall require that homebuilders install fixtures with low water usage; and also shall require that homebuilders construct all fireplaces in compliance with the General Plan. Developer will encourage local builders and tradesmen to bid for work at The Homestead at Camp Verde.

8.11 If the PAD Plan is not approved by the Town Council, or is approved subject to conditions or stipulations not accepted by Developer, Developer shall have no obligation to construct any of the improvements provided for in this Agreement or the PAD. If market conditions and/or development financing materially change the feasibility of the PAD Plan, Developer may interrupt development until market conditions and/or development financing are again favorable, at which time continued development of the Property will be in accordance with the PAD Plan.

8.12 The Town agrees that issuance of the construction permits, sewer permits, occupancy permits, and other permits and approvals required from the Town to develop the Property pursuant to this Agreement and the PAD Plan shall not be unreasonably delayed or

withheld, provided that Developer complies with all applicable permit requirements and pays all required fees. Developer's commencement of any part of the PAD Plan shall vest the entire PAD Plan.

8.13 The Town and Developer acknowledge and agree that amendments to the PAD Plan may be necessary from time to time to reflect changes in market conditions and development financing and/or to meet the new requirements of one or more of the potential users or builders of any part of the Property. If and when the Town and Developer find that changes or adjustments are necessary or appropriate, they shall effectuate minor changes or adjustments through administrative amendments approved by the Town Planning and Zoning Director, which, after execution, shall be attached to the PAD Plan as an addendum and become a part thereof, and may be further changed and amended from time to time as necessary with the approval of the Town and the Developer. No such minor amendment shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning and Zoning Commission and approved by the Town Council. The parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process, any minor or major amendments to the PAD Plan. The Developer and the Town agree that such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

8.13.1 For purposes of this Agreement, a major amendment to the PAD

Plan shall involve (a) an increase in the approved number of dwelling units or leaseable area within the PAD; (b) a significant change in zoning for the PAD; (c) any change in the PAD that could have a significant impact on areas adjoining the PAD; and (d) any change in the PAD that could have a significant traffic impact on roadways adjacent or external to the PAD. All other proposed changes shall be deemed minor amendments.

8.14 The Town agrees that no Town moratorium (except as permitted by A.R.S. § 9-463.06) and no Town ordinance, resolution or other land use rule or regulation enacted in the future that materially impairs the Developer's ability to develop the Property in accordance with the PAD Plan shall apply to or govern the development of the Property, or any portion thereof, for a period of twenty (20) years from the date this Agreement is recorded in the official records of Yavapai County ("Moratorium Period"). Within the Moratorium Period, the development of the Property shall be governed by the PAD ordinance existing and in force for the Town at the time this Agreement is recorded, except as modified herein, and Town shall not impose or enact any additional conditions, zoning exactions, dedications, development fees, rules or regulations applicable to or governing the development of the Property. Notwithstanding the foregoing, the Town reserves the right to impose new development fees and to increase administrative fees and/or impose new administrative fees during the Moratorium Period, so long as the same are done in accordance with all applicable laws and such new or additional fees are generally and uniformly applied to all developers and new construction in the City. If the Town adopts a

development fee enabling ordinance for future application to specific “benefitted areas” as permitted under A.R.S. 11-1101 et seq., and such benefitted areas include the Property, the plan shall include a provision for repayment to Developer for public facilities covered by such plan that were constructed at Developer’s expense. Notwithstanding the foregoing, the City also reserves the right to enact: (i) future land use rules, regulations, development fees and official policies which are consistent with and not contrary to the existing land use regulations applicable to and governing the development of the Property, or contrary land use regulations of which application to the Property has been consented to in writing by the Developer, (ii) future land use rules, regulations and official policies of Town enacted as necessary to comply with future state and federal laws and regulations, provided that in the event any such state and federal laws or regulations prevent or preclude compliance with this Agreement, such affected provisions of this Agreement shall be modified as may be necessary in order to comply with such state and federal laws or regulations; (iii) future generally applicable land use rules, regulations and official policies of Town reasonably necessary in order to protect the public health and safety and in connection with bona fide public health and safety purposes and not arbitrarily imposed; and (iv) future imposition of taxes or filing or review fees, or modifications thereto, so long as such taxes or fees are imposed or charged by Town to all persons and entities.

9. Cooperation and Alternative Dispute Resolution.

9.1 To further the cooperation of the parties in implementing this Agreement,

the Town and Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

9.2 The Town acknowledges and agrees that it is desirable for the Developer to proceed rapidly with the implementation of this Agreement and the development of the Property and that, accordingly, an expedited review and construction inspection process is necessary. Accordingly, the parties agree that if at any time the Developer believes an impasse has been reached with the Town staff on any issue affecting the Property, the Developer shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this Section. Notwithstanding anything contained herein to the contrary, in the event the Town does not have a sufficient number of personnel to implement the expedited development review process or the expedited construction inspection process, the Developer may elect to pay the cost incurred by the Town for private independent consultants and advisors which may be retained by the Town, as necessary, to assist the Town in the review and/or inspection process; provided, however, that such consultants shall take instruction from, be controlled by, and be responsible to the Town and not the

Developer.

9.3 If the issue on which an impasse is reached is an issue where a final decision can be reached by the Town staff, the Town Manager shall give the Developer a final decision within 15 days after the Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires an interpretation by the Board of Adjustment, the Town Manager shall schedule the Board of Adjustment within 30 days after the Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall schedule a Town Council hearing on the issue within 30 days after Developer's request for an expedited decision; provided, however, that if the issue is appropriate for review by the Town's Planning and Zoning Commission, the matter shall be submitted to the Commission first, and then to the Town Council. Both the Town and Developer agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

10. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have

such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages.

11. Mediation; Arbitration. Notwithstanding other dispute processing mechanisms available under the Town Code, any dispute, claim or cause of action arising out of or relating to this Agreement may be settled by either party submitting the matter to mediation or either party submitting the matter to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq. The judgment rendered by the arbitrator(s) shall be final, conclusive and binding upon the parties and may be entered in any court of competent jurisdiction. Notwithstanding any other provision of this Agreement, however, a dispute concerning an action, decision or omission of the Town Council shall not be submitted to mediation or arbitration, but instead shall be resolved through a civil action filed in a court of competent jurisdiction.

12. Notices and Filings. All notices, filings, consents, approvals and other

communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

The Town: Town of Camp Verde
P. O. Box 710
Camp Verde, AZ 86322
Attn: Town Manager

With copy to: Town of Camp Verde
P. O. Box 710
Camp Verde, AZ 86322
Attn: Town Attorney

The Developer: Harvard Investments, Inc.
2425 E. Camelback Road, Suite 900
Phoenix, AZ 85016
Attn: Craig Krumwiede

With a copy to: Burch & Cracchiolo, P.A.
702 E. Osborn, Ste. 200
Phoenix, AZ 85014
Attn: Marvin Davis

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 36 hours after deposit with the United States Postal Service, addressed to the party.

13. General Provisions.

13.1 Good Standing; Authority. Each of the parties represents and warrants to the other (a) that it is duly formed and validly existing; (b) that it is a Delaware corporation qualified to do business in Arizona with respect to the Developer, or a municipal corporation, with respect to the Town; and (c) that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

13.2 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona, not later than 10 days after its full execution.

13.3 Future Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns; provided, however, that the Developer's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property or a portion thereof and only by a written instrument recorded in the Official Records of Yavapai County, Arizona, expressly assigning such rights and obligations. Notwithstanding the foregoing, Developer may assign all or part of its rights and obligations under this Agreement to a homeowner's association to be established by the Developer or to any financial lender from which Developer has borrowed funds for use in developing the Property. Additionally, the Developer may assign its rights and duties under this Agreement to a wholly-owned subsidiary of, or to an affiliated entity controlled by the Developer. In

the event of a complete assignment by Developer, all of Developer's obligations hereunder shall terminate effective upon the assumption by Developer's assignee of such obligations.

13.4 Term. This Agreement shall be effective on the date of execution by both parties hereto and shall automatically terminate twenty (20) years after the date this Agreement is recorded in the official records of Yavapai County; provided, however, that the Town's obligation to provide municipal services to the Property, once commenced, shall survive termination of this Agreement.

13.5 Termination Upon Sale of Public Lots. Except as otherwise provided herein, the Town and Developer hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, no deed restriction requiring conformance with the PAD Plan shall be placed on any parcel or lot within the Property as a condition to issuing building permits, and this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot (a "Public Lot") which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

13.6 No Partnership; Third Parties. It is not intended by this Agreement to,

and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Developer and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

13.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Developer of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

13.8 Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town or Developer, as applicable, from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Town or Developer, as applicable, to take such action at its discretion, if such a construction is permitted by law.

13.9 Further Documentation. Each party agrees in good faith to execute such further or additional instruments and documents and to take such further acts as may be

to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13.11 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

13.12 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein.

13.13 Amendment. No change or addition is to made to this Agreement except by a written amendment executed by the parties hereto. Within 10 days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yavapai County.

13.14 Governing Law. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be

Yavapai County, Arizona, and the parties hereby irrevocably waive any right to object to such venue.

13.15 Entire Agreement. This Agreement, together with all Exhibits attached hereto (which are incorporated herein by this reference), constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement.

13.16 Time is of the essence of this Agreement and with respect to the performance required by each party hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

TOWN:

TOWN OF CAMP VERDE,
an Arizona municipal corporation

By: Carter Rogers
Its: Mayor
Date: 5/11/99

Approved as to Form:
By: [Signature]
Town Attorney
Date: 5/11/99
Attested by: [Signature]
Town Clerk

DEVELOPER:

HARVARD INVESTMENTS, INC.,
a Nevada corporation

By: Ch. J. Cook
Its: Vice President

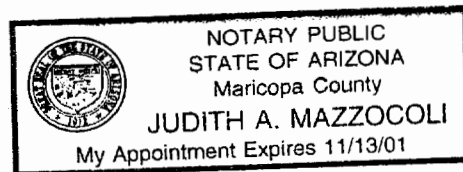
Date: May 7, 1999

STATE OF Arizona)
County of Maricopa) ss.

Subscribed and sworn to before me this 7 day of May, 1998, by Christopher J. Cacheris, the Vice President of Harvard Investments, Inc.

Frederick P. Mayzorchak
Notary Public

11/13/01
My Commission Expires



LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	The Property

The Homestead at Camp Verde: Legal Description

Page 1 of 2

PARCEL 1:

The North half of the Northeast quarter of Section 36, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 2:

The Southeast quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 3:

Lots 3 and 4 of Section 30, Lot 1 and the North half of the Northeast quarter of the Northwest quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 4:

That portion of the South one-half of the Northeast quarter and the East one-half of the Northwest quarter of Section 36, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northeast corner of said South one-half of the Northeast quarter, said point lies South 1 degrees, 43 minutes, West, a distance of 1322.60 feet from the Northeast corner of said Section 36:

THENCE South 89 degrees, 54 minutes, West, a distance of 1373.15 feet along the 1/16 line to a point on a 3.8650 degree curve to the left, and the TRUE POINT OF BEGINNING of this description, having a delta of 23 degrees, 00 minutes, 13 seconds, R = 1482.40 feet, L = 595.18 feet, T = 301.68 feet (Total curve data: Delta = 82 degrees, 24 minutes, 40 seconds, R = 1482.40 feet);

THENCE along said curve for 595.18 feet to the P. T. of said curve, station 50+46.55

THENCE South 89 degrees, 11 minutes, West, a distance of 1662.97 feet to Station 43+44.74, the P. T. of a 7.4778 degree curve to the right, having a Delta of 90 degrees, R = 766.20 feet, L = 1203.54 feet, and T = 766.20 feet;

Exhibit A

Legal Description

The Homestead at Camp Verde

Harvard Investments

2425 E. Camelback Rd., Suite 900 · Phoenix, AZ 85016



The Homestead at Comp Verde: Legal Description; Cont.

Page 2 of 2



THENCE Northwesterly along said 7.4778 degree curve a distance of 1203.54 feet to the P. C. of said curve, Station 32+19.74 and an angle point;

THENCE North 00 degree, 49 minutes, West, 710 feet to the North line of said Section 36;

THENCE East along said Section line, 100.0 feet to the East right of way line of Route "A" (See "Finnie Flats Road Right of Way, Easement, and Real Property Exchange Agreement," dated November 5, 1984, recorded November 5, 1984 in Book 1674 of Official Records, Page 901, and thereafter amended by Stipulation and Agreement to Amend Finnie Flats Road Right of Way Easement and Real Property Exchange Agreement, dated June 17, 1985 recorded June 28, 1985 in Book 1733 of Official Records, Page 493);

THENCE South 00 degrees, 49 minutes, East along the East right of way, 710.00 feet to the P. C. of a 8.60 degrees curve to the left. Station 32+19.74, and along a portion of said curve for 856.50 feet to a P. O. C. having a Delta = 73 degrees, 39 minutes, 32 minutes, 32 seconds, R = 666.20 feet, L = 856.50 feet, and T = 498.95 feet (Total curve data: Delta 90 degrees, R = 666.20 feet), this P. O. C. also being a point on the East line of said East one-half of the Northwest quarter:

THENCE North 10.0 feet to the Northwest corner of said South one-half of the Northeast quarter;

THENCE North 89 degrees, 54 minutes, East along the North right of way line, 1273.86 feet to the TRUE POINT OF BEGINNING and the end of this description.

EXCEPT all gas, oil, metals and mineral rights as reserved in Patent from the State of Arizona recorded May 28, 1970 in Book 602 of Official Records, Page 202.

EXCEPTING from the above described parcels:

The Easterly 50 feet of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 31 and the Easterly 50 feet of the G. L. O., Lot 4 of Section 30, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

ALSO EXCEPTING all that portion lying Northerly of the Southerly Meander line of the Verde River.

AND EXCEPTING therefrom all that portion of G. L. O., Lots 1 and 2 Section 31, Township 14, Range 5 East as conveyed in Warranty Deed Recorded January 27, 1997 in Book 3347 of Official Records, Page 921.

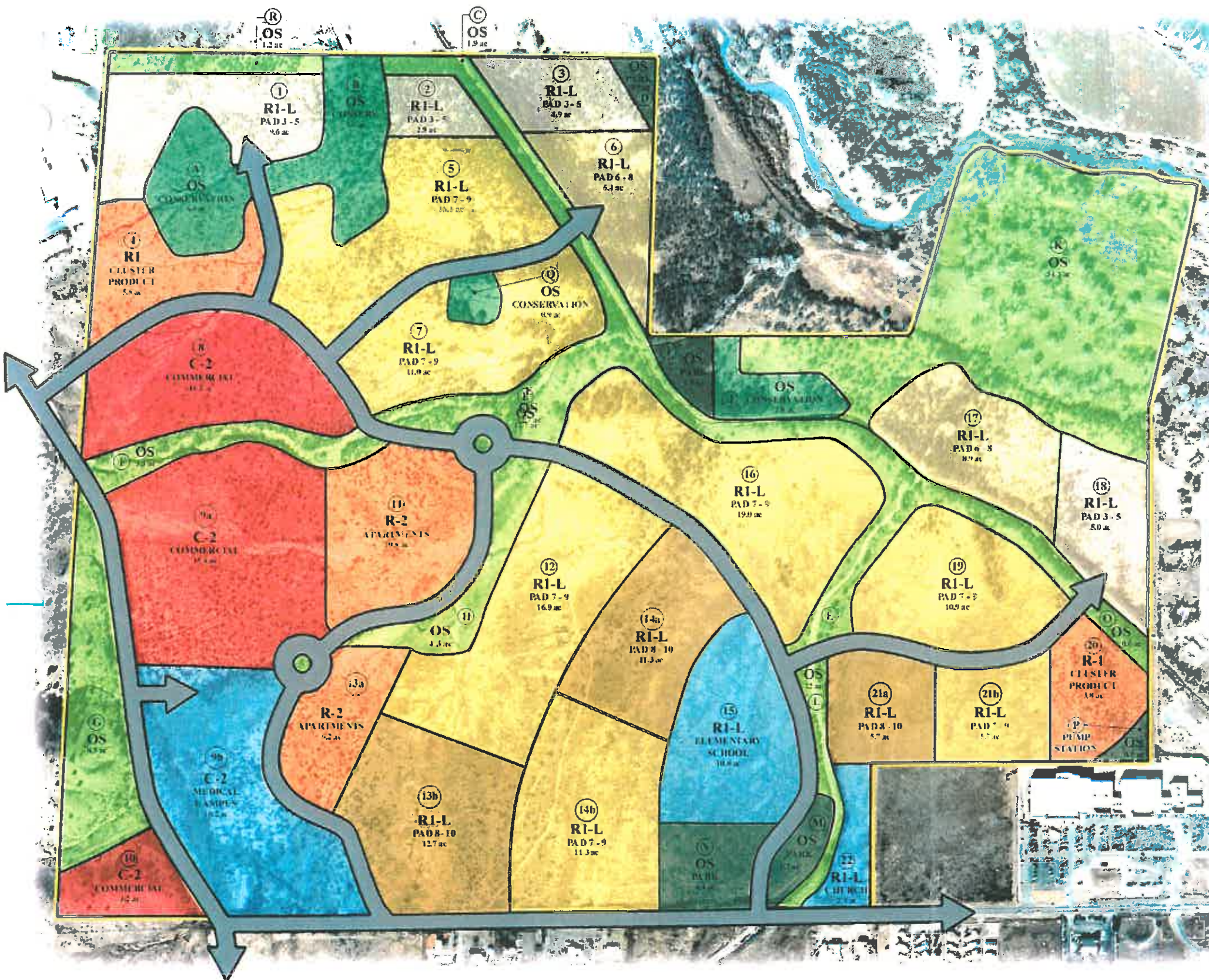
Exhibit A

Legal Description

The Homestead at Camp Verde

Harvard Investments
2425 E. Camelback Rd., Suite 900 · Phoenix, AZ 85016





Land Use Summary

Use	Acres	%	DUs/ac	Units
R1-L (Single Family)				
Pad 3 - 5	22.4	5.7%	1.35 - 2.20	30 - 49
Pad 6 - 8	15.3	3.9%	2.75 - 4.75	42 - 72
Pad 7 - 9	90.9	23.1%	3.50 - 6.00	318 - 545
Pad 8 - 10	29.7	7.5%	4.75 - 8.00	141 - 238
R-1 (Cluster Product)	9.6	2.4%	6.00 - 12.0	58 - 115
Maximum Single-Family Units: 800 Units				
R-2 (Apartments)	17.0	4.3%	15.0 - 20.0	255 - 340
Maximum Apartment Units: 300 Units				
R1-L (School Site)	10.0	2.5%		
R1-L (Church Site)	2.4	0.6%		
C-2 (Medical Campus)	10.2	2.6%		
C-2 (Commercial)	30.1	7.6%		
OS (Open Space/ Parks/Conservation)	132.3	33.8%		
Interior Backbone Arterial Streets	23.1	5.9%		
PROJECT TOTAL	393.0	100.0%		

NOTE:

Due to the conceptual nature of this land use diagram, all calculations and area takeoffs are approximate and may change prior to final town approval.

Design is conceptual in nature only. Final design, sizes, classifications, and locations may change prior to the filing of the preliminary plat and acceptance by the Town of Camp Verde.

At the time of submittal, Tract G is designated as C-2 (Commercial) / OS (Open Space). It is assumed that at the time of the preliminary plat, the tract shall be designated OS (Open Space).

As the design of the proposed land use plan is conceptual and based on preliminary site findings, the actual amount of open space may decrease upon closer investigation of site conditions and constraints.

In order to achieve access to the project from Highway 260, an easement will need to be granted by the responsible parties prior to construction of the roadway.

Exhibit C-1

Proposed Land Use Plan

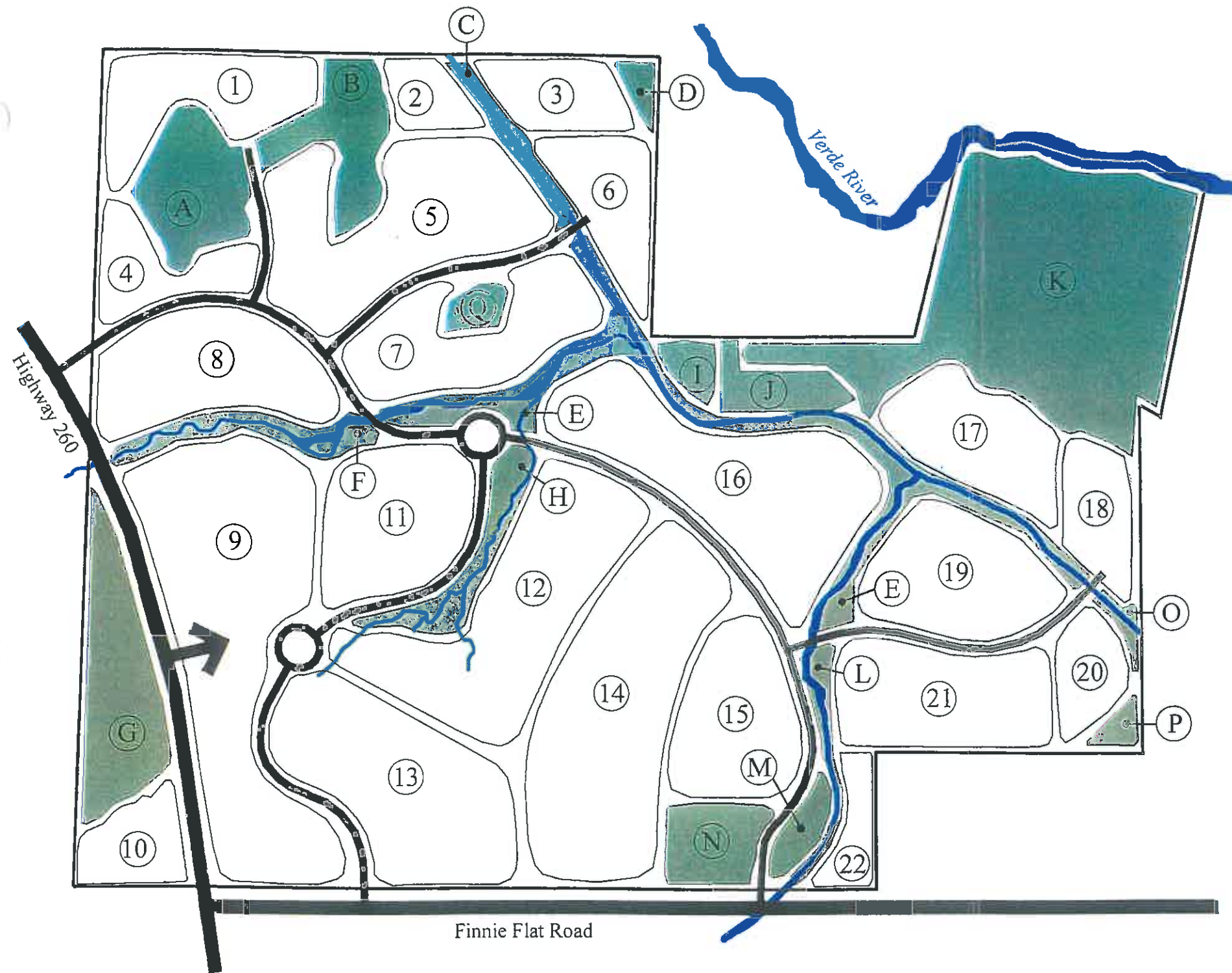
The Homestead at Camp Verde Camp Verde, Arizona

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 Phoenix, AZ 85016



March 24, 1999
REVISED: May 7, 1999



Legend

 Conceptual Location of Open Space

(X) Parcel Description

Note: Refer to Exhibit C-1, Proposed Land Use Plan for additional information on the proposed land use of the site.

Exhibit C-2

Open Space Plan

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 Phoenix, AZ 85016

Design is conceptual in nature only. Final design, sizes, classifications, and locations may change prior to the filing of the preliminary plat and acceptance by the Town of Camp Verde.



EXHIBIT D

Town of Camp Verde PAD Ordinance

P. PLANNED AREA DEVELOPMENTS

1. Purpose

A Planned Area Development (PAD) is intended to:

- a. provide for various types and combinations of land uses (such as commercial centers, single and multi-family housing, industrial complexes, and public spaces) through the adoption of a development plan;

- b. to establish planning and development control parameters while allowing sufficient flexibility to permit final detailed planning at the time of actual development, and to permit flexibility in design, placement of buildings, use of open spaces, etc.;
- c. to encourage and permit unified planning to achieve a compatible mixture and variety of land uses within the PAD District and with the existing and anticipated development in the surrounding area;
- d. to accomplish the purpose of zoning and other regulations to an equivalent or higher degree than where such regulations are designed to control development on individual lots;
- e. to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety, creative design, and a better environment;

PAD Districts may be established where tracts suitable in location, area, and character for the uses and structures proposed will be planned and developed on a unified basis. Suitability of tracts for the development proposed shall be determined with reference to the Comprehensive Plan, and to the existing and prospective character of surrounding development.

2. **Scope**

- a. The development of a PAD District may proceed by increments to be called "development units".
- b. The PAD District is intended to be overlayed onto any combination of the specified zoning districts included with the Camp Verde Zoning Ordinance, and the PAD designation shall control the land use regulations otherwise permitted within the districts, as set forth herein. The permitted uses allowed, the yard, height, and area requirements, and other requirements within the district shall be those permitted or required within the appropriate zoning district with which the PAD District is combined, except where herein modified. (For example the PAD ~~allows~~ allows for multiple family dwellings; yards, fences, storage, etc. shall follow the regulations of the applicable zoning district, which is R-2) PAD regulations shall apply generally to the initiation and regulations of all PAD Districts. Where there are conflicts between special PAD regulations and the general zoning or other regulations, these PAD regulations shall apply in the PAD District unless the Commission shall find, in the particular case, at the time of rezoning application, that the provisions herein do not serve the public to a degree at least equivalent to such general zoning, or other

- regulations.
- c. Where actions, designs or solutions are not literally in accord with applicable PAD or general regulations, but the Commission makes a finding in the particular case that the public is served to a equivalent or greater degree, the Commission may recommend specific modification of the regulations, other than area for off-street parking, (See 6f).
3. **Planned Area Development Defined**
For the purpose of this Ordinance, a Planned Area Development shall:
- a. Be a single development operation or a definitely programmed series of development operations.
 - b. Be for principle and accessory structures and uses substantially related to the character and purposes of the district.
 - c. Be developed according to comprehensive and detailed plans that include the locations of streets, utilities, lots, building sites and other uses; also site plans and floor plans for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings.
 - d. Include a program for provision, operation, and maintenance of such areas, facilities, and improvements as will be for common use.
4. **Uses Permitted**
The Planned Area Development shall be used only for the following:
- a. Single family dwelling, two-family, multi-family; detached, semi-detached, and attached.
 - b. Mobile home parks and subdivisions in accordance with the provisions of this Ordinance and any additional requirements the Commission or Board may deem necessary to fulfill the intent of the requirements herein.
 - c. Home occupations when indicated as part of the development plan or when in accordance with the provisions of Section 109B.2.d(1).
 - d. Community facilities and public areas such as schools, parks, and playgrounds.
 - e. Neighborhood retail uses and other non-residential uses limited to those enumerated in the C1 and C2 districts may be specifically and selectively authorized as to type and size only when integrated by design as an essential element of the development, and only in an area proposed to be appropriately zoned for said use and approved as provided herein.
 - f. Industrial uses when designed in accordance with the provisions of the PM District requirements,

TABLE 3-DENSITY CHART FOR PLANNED AREA DEVELOPMENT

District	Units Per Acre	Height		Percent Coverage By Structures	Setbacks		
		Stories	Feet		Front	Rear	Side
PAD-1	0.75	2	30	20	40	40	30
PAD-2	1.00	2	30	20	40	40	30
PAD-3	1.35	2	30	25	30	30	30
PAD-4	1.75	2	30	25	30	30	20
PAD-5	2.20	2	30	25	30	30	20
PAD-6	2.75	2	30	30	20	20	20
PAD-7	3.50	2	30	35	20	20	20
PAD-8	4.75	2	30	40	20	20	20
PAD-9	6.00	2	30	40	20	20	20
PAD-10	8.00	2	30	40	20	20	20
PAD-11	10.00	2	30	45	20	20	20
PAD-12	12.00	3	35	45	20	20	20

6. Other Requirements

The Commission and/or Board shall insure that the public welfare and safety is preserved, and that provision is made for harmonious and appropriate development of the land by requiring as needed:

- a. Declaration of public use space for parks, schools, recreation areas, etc.
- b. Coordination of street layout with existing or planned streets.
- c. Preservation of natural features, such as trees, hilltops, water courses, and archeological sites.
- d. Architectural plans of building design in addition to a comprehensive plan for the development.
- e. Proof of adequate sanitary sewage and water systems.
- f. Adequate fire protection.
- g. Schedule of plan implementation.
- h. Additional issues of public interest.

7. Amendments

The following procedure shall be followed for any amendments to a Planned Area Development (PAD) including amendments to the Development Phasing Schedule.

a. Major Amendments

- (1) A PAD applicant or his successors in interest may file a request for a major amendment with the Planning and Zoning Department.

- (2) The change will be deemed major if it involves any one of the following:
 - (a) an increase in the approved totals of dwelling units or gross leasable area for the Planned Area Development District.
 - (b) a significant change in zoning boundaries as determined by the Planning & Zoning Director from those approved for the Planned Area Development District.
 - (c) any change which could have significant impact on areas adjoining the PAD as determined by the Planning and Zoning Director.
 - (d) any change which could have a significant traffic impact on roadways adjacent or external to the Planned Area Development as determined by the Planning and Zoning Director.
- (3) The Planning and Zoning Department will bring the major amendment before the Planning and Zoning Commission and the Town Council and will submit background material and recommendations.

b. Minor Amendments

- (1) A PAD District applicant or his successors in interest may file a request for a minor amendment with the Planning and Zoning Department.
- (2) The request will be routed for comment to any affected County departments or other agencies for comment,.
- (3) Upon receipt of comments, the Planning and Zoning Director will determine whether the request change is minor or major.
- (4) If the requested change is determined to be minor, an amended plan shall be submitted for public record.

c. Interpretations

In the event that it becomes necessary to interpret stipulations within the PAD District, the Board of Adjustments shall hold a hearing and make such interpretations.

8. Application and Development Plan

*a. Conceptual/Pre-Application Review:

- (1) This is an opportunity for applicants to discuss requirements, standards, and policies that apply to development proposals. Major problems can be identified and solved before formal application is made.

(2) A sketch or general outline, to scale, of the proposal, evidenced by phases, if applicable, shall be submitted by the applicant and reviewed by the Planning Commission and Town Council through the public hearing process as a pre-application conference.

(3) The general outline will not be reviewed on the basis of specific design standards and technical information but rather on the basis of conformance with existing zoning and land use of the surrounding area.

(4) General Outline Submittal

The following information and data is required:

(a) Evidence that the applicant is either the fee owner of the property or is acting as the agent for the owner/owners.

(b) Data regarding site conditions, land characteristics, available community facilities and utilities, densities, and other related general information about uses of land proposed and within a one-half mile radius of the subject parcel of land.

(c) Sketch or general outline, to scale, showing the proposed location of the uses of land, major streets (collector/arterial), and other significant features, copies of which shall be kept on file with the Planning and Zoning Department.

(5) A Conceptual/pre-application review is not mandatory and shall be agendaized before the Commission and Council as a review item. Favorable review does not constitute preliminary approval and shall not be interpreted by the applicant as a binding commitment upon the Town of Camp Verde.

(6) As conceptual/pre-application review is a courtesy service by the Town of Camp Verde, no fee shall be charged.

*Revised March 22, 1989 (Ord. #89-A34)

b. Application

An application to establish a Planned Area Development project shall be filed by:

- (1) The owner or owners having title to all the property in the area proposed for the Planned Area Development District; or
- (2) The Camp Verde Planning and Zoning Commission or Town Council.

Every application shall be accompanied by a fee as required, except when filed under "b" above.

c. Site Plan Required

A site plan approved in accordance with the restrictions and regulations of this Ordinance is required for, all uses. The site plan should conform to the requirements and format of a preliminary subdivision plat, as delineated in the Subdivision Regulations for Camp Verde.

If a PAD is to be developed in phases or "development units", site plans shall be required for each unit, and separate hearings shall be held to review each site plan. An approved site plan shall be binding upon applicants and their successors or assignees. No building permit shall be issued for any building, structures, or use not in accord with the site plan, except that temporary construction facilities shall be permitted.

9. Enforceability

- a. The Planned Area Development (PAD) Program shall continue to be implemented and maintained for the total acreage of the PAD District, even though ownership may subsequently be transferred in whole or in part.

- (1) It is the responsibility of the owner to notify all prospective purchasers of all or part of the property within the district of the existence of the PAD District amendment and the PAD Program contained therein.
- (2) Conformance with the PAD shall be enforced by recordations of the appropriate deed restrictions for each parcel of property within the district, prior to the issuance of building permits, for each development unit.
- (3) Notification and recordation as provided above shall be required in order to retain the unitary aspect of the district.

- b. Application for approval of the first development unit shall be made, and development shall commence, within two (2) years of the date upon which the PAD District amendment was approved. Applications for approval of

subsequent units shall be made in accordance with the development phasing schedule contained in the PAD Program.

- c. Failure to commence development within the two (2) year time period shall cause the PAD District classification to become null and void, and any property rezoned in conformance with the PAD District amendment and the PAD Program contained therein to revert to its former zoning classification without further action by the Town Council.
- d. At such time that the Planning and Zoning Commission shall determine that the applicant is not proceeding to develop in accordance with the PAD Program, it shall notify the applicant in writing of such deficiency and shall, simultaneously, notice a hearing to determine the cause of delay.
 - (1) The hearing shall be held within thirty (30) days of the date of the written notice, and shall follow Commission procedures for hearings.
 - (2) The Commission may determine good cause for such deficiencies and may, in conjunction therewith, entertain an application to amend the development phasing schedule.
 - (3) The Commission may determine that there is not good cause for such deficiency, and in such event may impose additional restrictions on the applicant to ensure future compliance with the PAD Program including, but not limited to, the filing of such periodic reports as the Commission shall require to enforce this provision.
- e. At such time that the Commission shall determine that the current owner of any portion of the Planned Area Development District is not in compliance with a provision of the PAD Program or the public dedication or improvement schedules no further vesting of zoning or approval of final site plan or subdivision plats shall occur for that portion. Such determination of noncompliance shall be at a public hearing. The applicant and current owner(s) shall receive written notice of hearing.

EXHIBIT E

Town of Camp Verde Subdivision Code

CAMP VERDE, ARIZONA SUBDIVISION REGULATIONS

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CAMP VERDE SUBDIVISION REGULATIONS

A regulation of the Town of Camp Verde, Arizona, providing for the regulation of subdivision development within the Town limits defining its terms, setting forth subdivision platting procedures and requirements, establishing subdivision design principles and standards, establishing street and utility improvement requirements, providing for modification of the regulations and for other purposes. The provisions of these regulations shall be in accordance with Arizona Revised Statutes, Title 9, Chapter 463.

ARTICLE I.

TITLE, AUTHORITY, JURISDICTION & PURPOSE

100.00 Title

These regulations shall hereafter be known, cited, and referred to as the "Town of Camp Verde Subdivision Regulations".

101.00 Authority

By authority of the Camp Verde Town Council, adopted pursuant to powers and jurisdictions vested through Arizona Revised Statutes, Section 09-463 and other applicable laws, statutes, orders, and regulations of the State of Arizona and Town of Camp Verde, the Camp Verde Town Council does hereby exercise the power and authority to review and approve or disapprove, based upon recommendation of the Camp Verde Planning & Zoning Commission, plats for subdivision of land within the Town of Camp Verde.

102.00 Jurisdiction

These subdivision regulations shall apply to all subdivisions of land, as defined herein, located within Camp Verde. No land shall be subdivided within the Town of Camp Verde until the subdivider or his agent complies with these regulations and shall obtain approval of the preliminary plat by the Planning & Zoning Commission and Town Council and approval of the final plat by the Town Council. In addition, no land shall be subdivided until the approved plat is filed with and recorded by the Yavapai County Recorder's Office.

103.00 Purpose

The purpose of these regulations is to provide for the orderly growth and harmonious development of the Town; to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions and public facilities; to achieve individual property lots of reasonable utility and liveability; to secure adequate provisions for water supply, power, drainage, protection against flood, storm water retention/detention, sanitary sewerage, improved streets and other accesses; and other health and safety requirements; to consider adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description; and to provide practical procedures for the achievement of this purpose.

104.00 Interpretation Conflict and Severability Interpretations

.01 Interpretation

In their interpretation and application the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

.02 Conflict

These regulations are not intended to interfere with, abrogate or annul any other Town rule or regulation, statute, or other provision of law. Where any provision of these regulations imposes restrictions, different from those imposed by any other provision of these regulations, or any other Town rule or regulation or other provision of law, whichever provisions are more restrictive, or impose higher standards, shall control.

.03 Severability

If any part or provision of these regulations or application thereof to any person or circumstances is adjudged invalid by any court or competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which judgment shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The Town Council hereby declares that it would have enacted the remainder of these regulations even without any such part, provision, or application.

.04 Saving Provision

These regulations shall not be construed as abating any action now pending under, or by virtue of, prior existing subdivision regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue or as affecting the liability of any person, firm or corporation, or as waiving any right of the Town under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm or corporation, by lawful action of the Town, except as shall be expressly provided for in these regulations.

.05 Repealer

Upon the adoption of these regulations according to law, the subdivision regulations previously published with the Planning and Zoning Ordinance 87-A23 as amended, are hereby repealed in their entirety. Except that any and all subdivision plans and/or improvement plans submitted to the Commission for evaluation prior to the adoption of these regulations shall be evaluated under the guidelines of the then existing regulations.

.06 Amendments

For the purpose of promoting the public health, safety and general welfare, the Town Council may from time to time amend the provisions imposed by these subdivision regulations in the manner prescribed by law.

.07 Subdivision Revisions

No changes, erasures, modifications or revisions shall be made in the Final Plat after approval of the plat has been given by the Town Council.

105.00 Amended Maps

Any plat map of a subdivision that has been filed for record may be amended to correct an error in any course or distance or other necessary item that was omitted therefrom, or to correct a drafting, graphic, technical, or similar type error, by the filing for record of an amended map of said subdivision. The Town Engineer shall examine such amended map, and if such examination discloses that the only changes on the amended map are changes authorized above, he shall certify this to be a fact over his signature on the amended map. Thereafter, the amended map shall be entitled to be recorded in the office of the Recorder in which the original subdivision map was recorded. Such map shall be marked "AMENDED MAP OF _____", and follow in numerical sequence. The use of the terminology of Amended Map shall not be used to change or vary or add any lot lines, streets or easement, or statements that were not contained on the approved preliminary map, since such actions necessitate reprocessing of the plat.

106.00 Resubdivision of Land

For any change in a map of an approved or recorded subdivision plat, if such change affects any name, street layout shown on such map, or area reserved thereon for public use, or any lot line, or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions, such change shall be approved by the Planning and Zoning Commission and the Town Council by the same procedures, rules and regulations as for a subdivision.

107.00

Abandonment (Reversion to Acreage)

- .07-1 If no lots in a subdivision for which a final map has been approved and recorded have been sold within three (3) years from the date of recordation and if all of the improvements have not been made within three (3) years from the date of recordation or pursuant to the date referred to in Article 400.13 of these regulations, the Town Council may on its own motion hold a public hearing after notice, to determine whether the approval and recording of such Final Map should be revoked. Such revocation shall be in accordance with the Arizona Revision Statutes.
- .07-2 Abandonment of subdivision lots and reversion to acreage and/or abandonment of streets, rights-of-way, and easements dedicated or otherwise may be initiated by property owners petitioning the Town Council for consideration of all or portions of any tract or plat. A preliminary title report shall be submitted by the property owners for the property proposed to be abandoned or reverted to acreage.
- .07-3 Such petition may necessitate consideration for rezoning if the Commission deems it necessary or desirable.
- .07-4 Any action considered by the Town Council relating to revocation of all or part of a subdivision whether lots, or lots and rights-of-way, shall be referred to the Commission for evaluation of the following:
- A. Correlation with General Plan of the Town.
 - B. Correlation with proposed development in adjacent areas.
 - C. Recommendations as to whether or not zoning changes should accompany such action.
 - D. Effect of such action on existing development in areas affected by proposed reversion or abandonment.
 - E. Request for abandonment shall be referred by the Commission to the agencies who may have an interest in the existing subdivision.
 - F. Access to all parcels remaining.

- .07-5 Any other actions applicable to the above process and permitted by State laws are permissible.
- .07-6 Applications to abandon streets or easements shall be made pursuant to the Arizona Revised Statutes and shall be carried on separately and simultaneously with any procedure to abandon a subdivision or revert it to acreage.
- .07-7 Upon submittal of an application to abandon a subdivision and cause same to revert to acreage the Commission and staff shall distribute the request to reviewing agencies for comment including but not limited to the County Assessor, local fire district, emergency service agencies, or other agencies as deemed appropriate by the Director. Upon receipt of reviewing agency comment(s), if any, the Director shall schedule the matter for public hearing before the Planning & Zoning Commission to formulate a recommendation to the Town Council.

108.00 Revisions of Plats or Replats

Any division of a lot in a recorded subdivision into three (3) or more parcels, or any changes in lot lines involving three (3) or more adjoining lots in a recorded subdivision, but creating no new street, may be processed in accordance with Final Plat Procedures of these Subdivision Regulations, after a Pre-Application Conference with the staff of the Planning Department.

Any replat involving dedication or abandonment of land for a public street shall comply with all procedures set forth in these requirements.

If abandonment of a street, alley, or public utility easement in a previously recorded subdivision is necessary, the replat of that area shall not be forwarded to the Town Council for final action until abandonment proceedings are completed and recording data noted on the final plat.

109.00 Processing Fee Schedule

The submission of a Master Plan, Conceptual Plan, Preliminary Plat, Final Plat, Revised or Amended Plat or Application for reversion to acreage shall be accompanied by a filing fee according to the fee schedule as recommended by the Planning & Zoning Commission and approved by the Town Council. The public hearing fee shall be submitted to the Planning & Zoning Department simultaneously with submittal of a completed application for public hearing.

110.00 Effective Date

The provisions of these Regulations shall be effective immediately upon final approval and adoption by the Town Council of the Town of Camp Verde, Arizona, as provided in Title 09-463 of the Arizona Revised Statutes, as amended.

ARTICLE 2 - DEFINITIONS

200.00 Definitions

For purposes of these regulations certain words, terms and phrases are hereby defined. Words in present tense shall include the future; the singular number shall include the plural and the plural the singular; The word "structure" includes the word "building"; the word "shall" is mandatory and not directory, and the word "may" is permissive.

Certain words and phrases in these regulations shall have special meaning as defined herein, unless the context otherwise requires.

.01 Abandoned, (Abandonment)

Said of lots, streets, public ways, easements, or rights-of-way when the Town Council by proper action and public hearings abrogates all rights to said lots, streets, public ways, easements, or rights-of-way.

.02 Access Street or Service Road

A street or road which is adjacent to a major arterial street and provides a means of direct ingress and egress to abutting property.

a. Primary Access

Principal route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.

b. Secondary Access

Subordinate or alternate route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.

c. Emergency Access

Subordinate or alternate route, path or avenue whether under private or public ownership, designated for use by emergency service personnel and vehicles in crisis events to access a development or subdivision.

.03 Alley

A public, dedicated right-of-way used primarily as a service or secondary means of ingress and egress to the service side of abutting property.

.04 Amendment

A change in the wording, context, or substance of these regulations or an addition, deletion, or a change in the zone boundaries or classifications upon the Zoning Map. Also a change in the wording, context, or substance of preliminary and final plats filed with the Planning & Zoning Commission.

.05 Approval, Conditional

An affirmative action by the Commission or the Town Council indicating that approval will be forthcoming upon satisfaction of certain specified stipulations.

.06 Approval, Preliminary

Unconditional or conditional approval of the Preliminary Plat by the Commission or Town Council as evidenced in their resolutions and constitutes authorization to proceed with final engineering plans and final plat preparation.

.07 Approval, Final

Unconditional or conditional approval of the Final Plat by the Town Council, as evidenced by certification on the Plat by the Mayor, and other required signatures constituting authorization to record a plat.

.08 Arterial Street

A street or road with the principal function to serve as a part of a major network for the through traffic flow, separate from local traffic, to and from areas of principal traffic generation, of adequate design, capacity and construction to provide for the safe and rapid distribution and collection of through traffic and to provide limited ingress and egress to and from collector and local streets.

.09 As-Built Plans

Construction plans prepared after the fact by the engineer of record and in such a manner as to accurately identify and depict the location of in-place improvements.

.10 Assurance

A guarantee that the specified improvements and services will be accomplished. This must be in the form of a financial guarantee, including but not limited to, a subdivision bond, an irrevocable letter of credit, a certificate of deposit or a certified check for construction of improvements. Utility service assurances may be provided by letter from water, sewer, and other appropriate utility companies to guarantee improvements.

.11 Block

An area of land within a subdivision that is entirely bounded on all sides by streets and/or exterior boundary or boundaries of a subdivision.

.12 Building

Includes the principal structure erected or to be erected upon the land described in the declaration provided for in ARS 33-552 which determines the use to be made of the improved land whether or not such improvement is composed of one or more separate buildings of one or more floors or stories.

.13 Building Setback

A line extending across the full width of a lot, parallel with the street right-of-way and in front of which no building or structure shall be constructed.

.14 Certificate

A formal written statement intended as an authentication of the fact asserted and set forth, under seal of a notary or registered professional.

.15 Certificate of Assured Water Supply

Response from the Arizona Department of Water Resources in the form of a "certificate of assured water supply" pursuant to ARS 45-567.

16 Circulation Plan

That portion of the comprehensive plan adopted by the Planning Commission designating and defining the physical street system for the Town of Camp Verde, Arizona.

17 Collector Street

A street or road that serves local traffic movement within an area and traffic between major arterials and local streets and provides a means of ingress and egress to local streets and abutting property; also serves to connect adjacent neighborhoods and includes the principal entrance street into residential neighborhoods. There may also be provisions for parking and loading or unloading on collector streets.

18 Commission

The Camp Verde Planning & Zoning Commission.

19 Common Element

All portions of a condominium other than the units.

20 Comprehensive Plan

A plan adopted by the Town providing a program to guide the orderly growth of the Town or portion thereof.

21 Conceptual Plan

An informal plan indicating relevant existing features of a tract and its surroundings and the general layout of a proposed development.

22 Condominium

Joint ownership, a multi-unit dwelling or complex, each of whose occupants known as unit owners, enjoys exclusive ownership of individual units, holding title thereto, while retaining an undivided interest as a tenant-in-common, in the common facilities and areas of the building and grounds which are used by all title holders. For further information on condominiums as regulated by Arizona Revised Statutes, see A.R.S. Section 3, Title 3, Chapter 9.

.23 Construction Plan

The maps or drawings showing the specific location and design of improvements to be installed in accordance with these regulations.

.24 Contiguous

Adjoining by physical contact.

.25 Council

Camp Verde Town Council, acting under the authority of the laws of the State of Arizona.

.26 Councilman. Councilwoman. Councilmember

A member of the Town of Camp Verde Town Council.

.27 Covenants

Shall mean a privately prepared recorded document designed to govern the use of parcels within a subdivision.

.28 Cul de Sac Street

A street or road having a traffic outlet on one end only and having at the other end facilities for the turning around of vehicular traffic.

.29 Dead-end Street

A street or road having a traffic outlet on one end only and terminated at the other end by undeveloped property. A dead-end street shall have temporary provisions for the turning around of vehicular traffic.

.30 Dedication

Dedication is the giving and acceptance of fee title or an easement of property, to a public agency or private utility company for a public or a semi-public use as indicated.

.31 Deed Restrictions and Protective Covenants

A written contractual agreement between two or more individuals or parties setting forth rules, regulations and expectations surrounding the use of subdivided or unsubdivided property.

.32 Department

The Department of Planning & Zoning of Camp Verde, Arizona.

.33 Design

The conception, planning, execution, or creating of a scheme in which means are laid down for the construction or implementation of improvements, including location, alignment, grade, width, drainage, materials and all other criteria that lead to the preparation of the final improvement product.

.34 Developer

See subdivider.

.35 Drainage

The system or facilities by which surface water runoff is removed from streets and property both within and outside a subdivision. Can also refer to the actual runoff of flood water.

a. Drainage, Local

Water which accumulates as a result of local storms and flows overland not included in a delineated floodplain. This shall include sheetflow and such flow as may be concentrated in local drainage systems with or without defined channels, excluding delineated floodplains.

b. Drainage, One-hundred (100) Year Storm (Peak Discharge)

Local drainage resulting from a storm which has a one percent (1%) chance of occurring annually, based upon a Design Storm within a defined area.

c. Drainage, Off-site

The storm surface waters emanating from lands outside the limits of the proposed subdivision and draining through the site of the proposed development.

.36 Double Frontage Lot

A lot having street frontage on both the front and rear property lines.

.37 Easement

A grant by a property-owner of the use of an area of land for a specific purpose or purposes, by the general public, corporation, or a certain person or persons.

a. Drainage Easement

An area designated and used for conveyance of storm run-off in which nothing can be placed which will impede, divert or cause the run-off to have an adverse affect on adjoining property.

b. Non-Vehicular Access Easement

An easement prohibiting vehicular access from a street or between adjoining parcels.

.38 Egress

Means the movement of traffic from the abutting properties to the street and the movement from minor streets to major streets.

.39 Engineer

A person who, by reason of special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as attested by his registration as a professional engineer.

.40 Engineer of Record

A professional engineer registered in the State of Arizona and employed by the owner or developer to design and/or inspect improvements.

.41 Exception

A permitted deviation from the subdivision regulations, permitted only through hearings by the Commission and Town Council.

42 Final Plat

The final drawing of a property being subdivided as prepared by a land surveyor for recording consisting of all or part of a subdivision conforming substantially to an approved preliminary plat and prepared in accordance with these regulations depicting the actual or proposed legal boundaries of the subdivided lands.

43 Flood

A general and temporary overflow of water onto normally dry land areas.

a. Flood, Regulatory

The one-hundred (100) year flood as determined by criteria established by the Arizona Department of Water Resources as promulgated by Arizona Revised Statutes.

b. One-Hundred (100) Year Flood

A flood that has a one percent (1%) chance of occurring annually based upon the criteria established by the Arizona Department of Water Resources.

44 Floodplain

a. Floodplain, Delineated

That area delineated and mapped as a floodplain by FEMA and/or by the Board of Directors of the Flood Control District.

b. Floodplain, Regulatory

That portion of the natural watercourse that would be inundated by the regulatory flood and which land-use is regulated by the Yavapai County Flood Control District Floodplain Regulations.

c. Floodway

A channel of a river or other watercourse and the adjacent land areas necessary in order to discharge the one-hundred (100) year flood without cumulatively increasing the water surface elevation more than one (1) foot.

d. Flood Control District

County Agency charged with administering the Yavapai County Flood Control Ordinance and responsible for reviewing development plans and subdivision proposals in relation to floodway, floodplain and flood hazard areas.

.45 Frontage

That part of a lot line which is also a public or private road right-of-way line.

.46 General Plan

A comprehensive plan for development of the Town prepared and recommended by the Planning & Zoning Commission and adopted by the Town Council, and includes any part of such plan separately adopted and any amendment to such plan, or parts thereof.

.47 Government Agency

Any agency of a governing body created by a political division or subdivision such as Federal, State, County and Town.

.48 Half-Street

A street having only a portion, usually one-half, of its required right-a-way width dedicated for public use.

.49 Hillside

A part of a hill between the summit and the toe of the slope.

.50 Improvements

Any works designed and/or executed for the purpose of enhancing the value of the property and may include subdivisions, streets with or without curb or gutters, street lights, sidewalks, pedestrian walkways, water mains, sanitary and storm sewers, drainage facilities, grading and earthwork, landscaping, or other community facilities of like nature.

a. On-site Improvements

Any works or improvements as described above undertaken or installed at the location and within the parcel being developed.

b. Off-site Improvements

Any works or improvements as described above undertaken or installed beyond the location and not within the parcel being developed.

.51 Ingress

Means the movement of traffic from the street to the abutting property and the movement from major streets to minor streets.

.52 Land

Any area suitable or usable for some purpose or being held in an undeveloped or unused state, which land is capable of being located, surveyed, staked and described by a legal description.

.53 Land Surveyor,

A person who by reason of his knowledge of the mathematical and physical sciences, principles of land surveying and evidence gathering acquired by professional education or practical experience, or both, is qualified to practice land surveying as attested by his registration as a land surveyor.

.54 Legal Description

A description delineating the location of real property in such a way as to distinguish it from all other pieces of real property and may include description by tract, block and parcel number, or by subdivision and parcel number, or by metes and bounds.

.55 Lot

A parcel of land to be used as a unit and having its principal frontage on a dedicated street or street easement. Where a half-street has been dedicated from such parcel, such shall be qualification for street frontage.

a. Lot, Double Frontage

A lot which extends from one street to another street, existing or proposed, except where non-vehicular access easement has been established on such lot.

b. Lot, Hillside

Any lot or portion of a lot involving a part of a hill between the summit and the toe of the slope where the terrain has a natural slope.

c. Lot, Depth

Lot depth shall mean the shortest distance between the midpoint of each the front and rear lot line.

d. Lot, Width

Lot width shall be the width at the front setback line.

.56 Master Plan

A general development plan that may or may not be presented to the Planning & Zoning Commission or Town Council, identifying design features including but not limited to roads or rights-of-way, lot layout or configurations, topographical features, contemplated development phases/time schedules and relationships to surrounding properties submitted in support of a design concept in preparation of future development/subdivision activity.

.57 Minor Street

A street or road used primarily for direct access and egress to residential, commercial, and industrial areas and having major service functions of loading, unloading, and direct access and egress to abutting property, and being controlled in such fashion as to discourage through traffic and to maintain relatively slow speeds. There may also be provisions for parking on minor streets.

.58 Minor Street Plan

A part of the street and traffic circulation plan that is complementary to and interrelated with the comprehensive plan.

.59 Non-Residential Subdivision

The division of a tract of land into parcels for occupancy by non-residential uses and/or structures whether for sale or for building development for leasing and/or renting.

.60 Parcel

A separate or distinct part or portion of land other than a lot. For the purpose of these regulations the term parcel shall refer to metes and bounds property and shall not have the same meaning as assessor parcel which is used for tax assessment purposes.

.61 Permit

A document issued by a governmental agency granting permission to perform an act or service which is regulated by the Town, County, a State agency or the Federal Government.

.62 Plan

a. Master Development Plan

A preliminary master plan for the development of a community or other large land area, the platting of which is expected to be undertaken in progressive stages. A development master plan may be subject to Commission and Council approval.

b. Area Plans

A planning document adopted by the Town Council as a supplement to the Camp Verde General Plan involving a specific area or region of the Town.

c. Engineering Plans

Plans, profiles, cross-sections and other required details for the construction of public or private improvements, prepared by a registered professional engineer in accordance with the approved preliminary plat and in compliance with standards of design and construction or policies approved by the Town Council.

.63 Planning Commission or Commission

Shall mean the Planning and Zoning Commission of the Town of Camp Verde.

.64 Planning Department

Shall mean the Planning and Building Department of Camp Verde, Arizona.

.65 Planning Director

The Director of the Town of Camp Verde Planning & Zoning Department.

.66 Plat

A map of a subdivision.

a. Preliminary Plat

A preliminary map, including supporting data, indicating a proposed subdivision development and inherent design, prepared in accordance with these regulations.

b. Final Plat

A map of all or part of a subdivision providing substantial conformance to an approved preliminary plat, prepared in accordance with these regulations and approved by the Council prior to recordation.

c. Recorded Plat

A final plat bearing all of the certificates of approval required in Article 4.05 of these regulations and duly recorded in the Yavapai County Recorder's Office.

.67 Private Road

A street within a subdivision which has not been dedicated for public use and is reserved for the use of lot owners within the subdivision.

.68 Property Lines

Those lines outlining the boundaries of properties on lots for the purpose of description in sale, lease, building development, or other separate use of property.

.69 Public Improvement

Any drainage channel, roadway, parkway, sidewalk, pedestrian-way, water system, sewer system, tree, lawn, off-street parking area, lot improvement, or other facility for which the Town or special district may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which Town or special district responsibility is established.

.70 Public Roadway

All road classifications dedicated and accepted by the Town of Camp Verde including local streets, cul-de-sacs, frontage roads, and hillside roads.

.71 Public Sites

Any parcel of land set aside for schools, parks, playgrounds, fire stations, public buildings, or other public purpose.

.72 Public Utility

Private or municipal facility for distribution to the public of various services such as power, heat, light, water, television, telephone, sewage removal, communications, etc..

.73 Radial

A line forming right angles with the tangent of any given arc.

.74 Registered Professional Engineer

An engineer registered in the State of Arizona.

.75 Regulations

Camp Verde Subdivision Regulations as contained herein.

.76 Resubdivision

The changing of design, subdivision name, lot lines, size of lots, or road alignment of any recorded or approved subdivision in Camp Verde.

.77 Reviewing Agencies

Federal, state, county, town, emergency or public service, or private agency consulted for specific comment or response regarding jurisdictional requirements that may affect a subdivision or development proposal as described herein.

.78 Right-of-Way

The entire dedicated tract or strip of land that is to be used by the public for circulation and service. (The length and width of a right-of-way shall be sufficient to provide adequate accommodations for all the physical features to be included in said right-of-way.)

.79 Roadway or Street

That area, whether public or private, between right-of-way lines, dedicated, reserved or provided for roadway purposes and other uses not inconsistent herewith to include in the general sense streets, avenues, alleys, highways, crossings, lanes, roadway easements, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to the public for use as public roadways.

a. Arterial Route

A general term including expressways and arterial streets; an interstate, state, or county highway having regional continuity; any street having considerable continuity and carrying a large volume of vehicles.

b. Collector Street

A neighborhood street with limited continuity and having the primary function of carrying residential traffic from minor streets to arterial routes; a secondary function to provide access to abutting residential properties.

c. Frontage Road

A minor street often paralleling and constructed in close proximity to an arterial route which provides access to abutting property, intercepts minor residential street and controls access to an arterial route.

d. -- Residential Street

A street used primarily for providing access to abutting residential property.

.80 Sidewalk

That paved portion of the right-of-way between the curb lines or lateral lines of the road bed and the boundary line of said right-of-way designed and intended for the movement of and use of pedestrian traffic.

.81 Site Plan

A map depicting the location of existing or proposed improvements in relation to property lines and streets.

.82 Statement of Water Adequacy

Response from the Arizona Department of Water Resources in the form of water "adequacy" either for that subdivision or for the water company (private or public) which will serve the subdivision pursuant to A.R.S. 45-108.

.83 Standard Specifications

The detailed precise written presentation of rules, principles, measures and particulars relating to improvement works as recommended by the Town Engineer and adopted by the Town Council.

.84 Storm Sewer

A channel or conduit, open or closed, necessary, useful, or convenient for the collection and carrying of surface waters to a drainage course.

.85 Street

The entire dedicated public right-of-way, providing for the pedestrian and vehicular movement of people and goods, with a definite separation of these two types of traffic.

.86 Stub Street

A short dead-end street or road, no more than one lot deep in length, formed at the boundaries of a subdivision to provide access to abutting property.

.87 Subdivider

Any person or legal entity who causes land to be divided into a subdivision for himself or for others; files the application and initiates proceedings for the subdivision of land in accordance with the provisions of this Ordinance; and said subdivider need not be the person or persons holding title by deed to land or holding title as vendees under land contract or holding any other title of record if authorized duly as agents; not including any Professional Engineers, Licensed Surveyors, Attorneys, Planners or other professionals engaged to perform work for others pursuant to the requirements of law.

.88 Subdivision

Lands or property divided or proposed to be divided for the purpose of sale or lease as defined in the Arizona Revised Statutes.

.89 Surety

Anything acceptable to the Council deposited as a pledge for the guarantee of construction or completing of subdivision improvements that the Council could, if necessary, convert to a usable medium for construction of said improvements in case of default of agreement.

.90 Topography

The delineation of the vertical and horizontal positions, on the earth's surface, of the natural and artificial features of a given locality, and the configuration of the terrain.

.91 Town

Shall mean the Town of Camp Verde, Arizona, and shall include the Planning Commission and the Town Council.

.92 Town Attorney

The Town Attorney of Camp Verde, Arizona or such attorney designated by the Town Attorney to furnish legal assistance for the administration of these regulations.

.93 Town Engineer

The Town Engineer of Camp Verde, appointed by the Town Council as prescribed by law.

.94 Town Council

Shall mean the Town Council of the Town of Camp Verde, Arizona.

.95 Tract

A piece of land which may be divided into parcels and lots, and/or is set apart as a separate and distinct parcel for a specific purpose in conjunction with an approved subdivision.

.96 Traffic Impact Study or Analysis

A report or study performed by a registered professional engineer or professionally qualified consultant evaluating the potential consequences of vehicular, pedestrian or other traffic volumes and movements and resulting consequences to infrastructure and/or public health, safety and welfare.

.97 U.S.C. & G.G.

United States Coast and Geodetic Survey, now identified as N.G.S., National Geodetic Survey.

.98 U.S.C.S.

United State Cadastral Survey

.99 U.S.G.S.

United States Geological Survey

.100 Variance

A proposed deviation or relaxation of Zoning Ordinance, subdivision regulation, or design standards set out by these or other Federal, State and Town regulations.

.101 Yavapai County Environmental Services Department

Yavapai County agency responsible for reviewing sanitary and water supply facilities or other public or private infrastructural improvements by delegation agreement with the Arizona Department of Environmental Quality.

.102 Zone

A specific use classification established by Camp Verde Zoning Ordinance which limits or permits various and specific uses.
Means the same as "District" in Arizona Revised Statutes 09-462.

.103 Zoning

To partition an area of Camp Verde by ordinance into sections reserved for various uses.

.104 Zoning Regulations

Shall mean the Planning and Zoning Ordinance of the Town of Camp Verde, Arizona.

ARTICLE 3

GENERAL REQUIREMENTS AND PROCEDURES FOR SUBMISSION OF PLATS

300.00 Approval of Subdivision Required

- .01 Until a final subdivision plat, engineering drawings and engineering plans have been approved or a specific development plan in association with an approved preliminary plat of a subdivision has been approved in accordance with these regulations, no person shall subdivide a parcel of land as defined by the Arizona Real Estate Department and A.R.S. Section 32-2101 or file a record of survey, map, or plat for record, and/or sell any part of said subdivision or proceed with grading, construction or site preparation without previous approval of the Town Council of the Town of Camp Verde, AZ as set forth under these regulations.

.02 Duties of Subdivider

While a subdivision is in the preliminary planning state, the subdivider shall consult the Planning & Zoning Director or designated staff representative to determine conformity to the General Plan, which includes but not limited to the Circulation Plan, Minor Street Plan, District Maps, the Zoning Regulations, and compliance with the provisions of these regulations, and requirements for the design and installation of public improvements as required by the Town.

301.00 Master development Plan

- .01 Master Development Plans may be required in association with subdivision proposals as outlined in the Camp Verde Zoning Ordinance.

302.00 Conceptual Plan

A. The purpose of the Conceptual Plan is to determine the feasibility of the proposed development and the capacity of the land to support such development.

B. To avoid unnecessary and costly revisions, the subdivider shall as specified by these regulations submit a conceptual Plan of the proposed development after discussion with the Planning Director or staff. The Conceptual Plan shall be circulated to and reviewed by Town and related reviewing agencies to discover development opportunities or apparent constraints prior to accepting a Preliminary Subdivision Plat submittal. A Conceptual Plan Submittal shall be a precursor to a Preliminary Plat under the following circumstances.

- 1.) Area to be subdivided is greater than 100 acres in size and/or comprises an entire neighborhood.
- 2.) Development tract adjoins different zoning classification(s) with higher intensity/density designation.
- 3.) Project development to occur in multiple phases.
- 4.) Difficult development constraints
 - a. Topography
 - b. Limited or difficult access
 - c. Limited existing or available utilities
 - d. Within FEMA Flood Plain or encumbered by numerous washes or arroyos exhibiting unique drainage constraints
 - e. Sewer not available, or effluent disposal opportunities are limited or constrained

.01 Map Contents

- A. Vicinity Map
- B. Name of development and sketch plan
- C. Location by Section, Township and Range (G&SRB&M)
- D. Reference by dimensions section corners, quarter corners
- E. Boundaries of development clearly identified
- F. North arrow
- G. Scales (both graphic and equivalent inch to feet) using standard engineering intervals. Not to exceed 1" = 200', prefer 1" = 100'. Sheet size no smaller than 24" X 36", no larger than 42" on a side
- H. Date of preparation plus date of any amendments since original submittal

- I. Names, addresses, phone numbers and notation of relationship to development for landowners, subdivider/development agents, engineers, surveyors, land planners, landscape architects, architects, hydrologists or others responsible for design (include registration numbers)
- J. Topography by contours relating to USGS survey datum (shown on the same map as proposed development) include bench mark used. Base information must be sufficient in order to review. Topography shall be depicted 300' beyond project boundary. Topographical information for densities beyond a threshold of 2.42 units per acre (18,000 square foot lots) shall be consistent with Preliminary Plat requirements as outlined under Article 40] of the Subdivision Regulations
- K. Proposed land uses and densities by area as well as ownership patterns surrounding land uses and zoning within 300'
- L. Proposed vehicular, pedestrian and recreational stock traffic circulation plan (access, continuity, traffic flow capacities, secondary emergency access threshold, etc.)

Traffic concept plan to include:

- Overall area map where necessary showing existing and proposed roads and their classification (arterial, collector, residential street) within 1/2 mile of project boundaries. Scale not to exceed 1" = 2,000'
- Identify legal primary and secondary access Opportunities, as well as existing or proposed street right-of-way widths
- In narrative form, identify general traffic impacts to adjacent property and existing roads, as well as high traffic generation points on site
- Identify existing or proposed trail networks and open space features affected by or intended to be implemented as part of future subdivision design.

(NOTE: The Plan may be graphic and/or narrative)

M. Drainage Concept Plan

Illustrate and discuss in narrative form the proposed methods of handling storm drainage and floodplains that affect property

- Depict general pre and post development drainage patterns and flow direction(s)
 - Identify potential detention facilities, where necessary.
- N. Identify in chart or note form on the Conceptual Plan Map the following:
- Total acreage, acreage for each use and each phase
 - Number units/lots for each type of use and phase
 - Average area per lot/unit proposed
 - Percent open space, if any, exclusive of rights-of-way, roadways, building envelopes, and parking areas
 - Water source (if new source indicate potential well field and storage tank on Conceptual Plan)
 - Method of refuse removal
 - Sewer service provider and type, if available
 - Fire District
 - Proposed utilities available and provider
 - Identify site conditions, i.e., rock outcroppings, major drainage features, etc.
- O. Requested Variances and Waivers or known deviations from design standards.

303.00 Additional Requirements

- 01 Eighteen (18) copies of the Conceptual Plan shall be submitted to the Planning and Building Department. Within fifteen (15) working days from deposit of the Conceptual Plan, the Plan shall be evaluated and discussed in a formal meeting between the applicant(s), reviewing agency representatives and the planning staff. Upon receipt of reviewing agency comment, the Planning Director or staff designee shall compile agency comments and respond to the applicant or agent as the proposed project relates to the following:

A. General Plan or Specific Area Plan(s)

B. Suitability of the site for development, proposed/existing and potential development opportunities and constraints

C. The improvements, design and dedication required by Town Improvement Standards

D. Zoning requirements

.02 In accordance with A.R.S. Section 9-474 through 479 if the plat is within three (3) miles of the corporate limits of a city or town having subdivision regulations, the Planning Director shall submit a copy of the Conceptual Plan to said community for review

E. Drainage Requirements

A phase 1 drainage report in accordance with the requirements of the Yavapai County Flood Control District shall be submitted as set forth herein in conjunction with a conceptual plan.

1. Drainage Report

The developer or subdivider shall submit a phase 1 drainage report prepared by a registered Arizona professional engineer consistent with the Flood Control District requirements.

The purpose of a Phase 1 Drainage Report is to review at a conceptual level the feasibility and design characteristics of the proposed subdivision.

The drainage study shall identify off-site contributing drainage areas on a 7 1/2' U.S.G.S. Quad Map; analyze existing hydrology conditions and approximate developed hydrologic conditions to make decisions relative to detention; illustrate location of proposed drainage facilities to convey run-off through the site (no sizing of facilities needed); and provide text generally describing the drainage aspects of the site, methods for handling run-off, hydrological methods, and floodplains that affect the property.

304.00 Approval of Conceptual Plan

01. On or before the twentieth day after the Conceptual Plan submittal date, the Planning Director shall determine whether or not the Conceptual Plan meets the purposes of these regulations and related Town Ordinances and design specifications and shall, where the Director deems it necessary, make specific recommendations to be incorporated by the applicant into a revised Conceptual Plan or Preliminary Plat submittal. No response from reviewing agencies within the prescribed review period shall be construed as having no objection to the continued processing of the Application.

305.00 Denial of Conceptual Plan

If the Planning Director determines that the Conceptual Plan submittal is not consistent with the Town's General or Specific Area Plan(s) and/or determines that the proposed development does not meet Town improvement/design specifications the Planning Director may deny the Conceptual Plan application or request modifications to be incorporated into a revised Conceptual Plan prior to authorizing a Preliminary Plat submittal.

306.00 Appeal

If the project developer objects to a decision by the Director to deny a Conceptual Plan or recommended modification to same, the Directors's decision may be appealed to the Planning and Zoning Commission. Upon receipt of a written statement of objection, the matter shall be placed on the agenda for the next available Planning and Zoning Commission Meeting. If the developer objects to the recommendations of the Planning and Zoning Commission the Commission's recommendation may be appealed to the Board of Adjustments and Appeals.

307.00

The Preliminary Subdivision Plat

Preliminary Plat to be submitted

After the pre-application conference and general approval of the Conceptual Plan and Master Development Plan, if required, the subdivider shall cause to be prepared a preliminary plat of the proposed subdivision and other exhibits as hereinafter specified, and shall submit to the Planning Department a preliminary plat application with thirty (30) copies of the Preliminary Plat and two (2) copies of all required supplementary materials as outlined under Article 311.00 of these Regulations. Processing will not commence until all required documents are received.

- .01 - If during processing deviations from the requirements of these regulations are noted, the developer or his representative shall be notified in writing of the appropriate action necessary on his part for the continuation of said proceeding.
- .02 - The preliminary subdivision plan shall as a minimum meet the standards for design and the requirements for the construction of public improvements as set forth by these regulations, Town Engineer, Flood Control District, Environmental Services Department, local fire districts or State Fire Marshal and County Health Department requirements and shall conform to the design, conditions, and authorized changes as set forth and approved in the conceptual plan phase of subdivision application and these regulations.

308.00 Exception or Special Circumstances

Any plan submitted with a deviation(s) from the Subdivision Regulations or deviation(s) from required improvements, shall be accompanied by an application for exception or waiver from these regulations or associated design or improvement standards.

1. Any person seeking an exception or exceptions to the requirements of these regulations shall file two (2) copies of said application with staff in concert with the preliminary plat application.

2. The Application shall be a request for an exception to a circumstance actually delineated on the preliminary plat, subsequent final plat or other plans as submitted. Requests shall not be in the abstract but shall include the specific reason for each and every exception requested. The Planning Staff shall accept the application for each and any exception, as herein described, and initiate or continue the processing of a subdivision plan as long as the plan complies with all other requirements.

3. The Applications for exceptions may be reviewed simultaneously with the conceptual plan and formally considered by the Commission during preliminary plat consideration or may be heard separately at the subdivider's request or as recommended by the Planning Director.

4. The Commission may recommend that the Town Council authorize exceptions to any of the requirements in these regulations. In order to do so, it shall be necessary for the Commission to find the following facts with respect thereto:

a. There are special circumstances or conditions affecting said property, and

b. That the granting of the exception will not be detrimental to the public safety, health and welfare or injurious to other property in the area in which said property is situated, and

c. That it will not have the effect of nullifying the intent and purpose of the Town's General Plan or these regulations.

309.00

Council and Commission Action, Subdivision Exceptions

1. The Commission shall forward a recommendation to the Town Council regarding approval or denial of the application for exception of any portion of these regulations.

2. Upon receipt of the Commission's recommendation the Town Council may approve or deny the request for exception. The Council may approve the preliminary subdivision plat and associated plans with the exceptions and conditions deemed necessary to substantially uphold the objectives of these regulations.

310.00-- Data Requirements

The preliminary plat shall be clearly and legibly drawn to a scale of 1"=200'; or 1"=100'; or 1"=50'. A scale of 1"=100' is preferred. Whenever possible, scales should be adjusted to produce an overall drawing not exceeding 36" x 42" in size, providing sufficient detail can still be shown.

.01 Map Contents

1. Proposed name of subdivision and its location by section, township and range; small scale vicinity map showing relative location of the plat; reference by dimension and bearing to section corners and quarter-section corners; and subdivision boundaries clearly identified.
2. Name, address and phone number of landowner (and subdivider, if not the same).
3. Name, address and phone number of engineer, surveyor, landscape architect or land planner preparing the plat, including registration number.
4. Scale, north point and date of preparation, including dates of any subsequent revisions.
5. Topography by contours relating to USGS survey datum, or other datum approved in writing by the Town Engineer, to be shown on the same map as the proposed subdivision layout. Location and elevation of the bench mark used should also be shown on the plat. Acceptable contour interval; grades up to 5%, 2 feet; 5% to 15% grades, 5 feet; grades over 15%, 10 feet. Source and date of topography shall be noted on the Preliminary Plat. Datum basis shall be noted. Whenever practical, elevations should be based on U.S.C. @ G.S. or N.G.S. datum. At least one permanent benchmark shall be included as part of the Preliminary Plat. Regular U.S.G.S. topographic maps, enlargements or similarities of same will not be acceptable as the source of topography.
6. Drainage related items:

Flood hazard and 100 year floodplain areas, if any, shall be delineated on the preliminary plat and finished floor elevations for building pads shall be identified within flood hazard areas.

7. Location, widths, ownership status and names of all existing streets and improvements therein; railroads; recorded utility or other easements or rights-of-way, including any existing facilities therein; public areas; all existing structures, with an indication of whether or not they are to remain; and Town corporation lines within or adjacent to the tract. Access road to the proposed subdivision shall be described to its intersection with a public road right-of-way.
8. Name, book and page numbers of any recorded subdivisions within or having a common boundary with the tract, or notation "unsubdivided" where appropriate.
9. Location, width and names of proposed streets, alleys, drainage ways, cross-walks and easements including all connections to adjoining platted or unplatted tracts. A typical cross-section shall be depicted on the plat where applicable describing the aforementioned improvements.
10. Lot layout: including minimum building setback lines related to all streets; typical lot dimensions (scaled); dimensions of all corner lots and lots on curvilinear sections of street; each lot numbered individually and total number of lots shown.
11. Designation of all land to be dedicated or reserved for public or semi-public use, with use indicated.
12. Reference by note to source of proposed electricity, gas, telephone service, solid waste disposal, police and emergency service agencies.
13. If plat includes land for which multi-family, commercial or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification, present district boundary lines and status of any pending zoning change.
14. Sewage Disposal: It shall be the responsibility of the subdivider to furnish the Yavapai County Environmental Services Department such evidence as that Department may require for its satisfaction as to the design and operation of sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat.

- a. Subdivisions Utilizing Septic Tanks: Where the proposed sewage disposal system will be by individual lot septic tanks, the result of the percolation tests and test boring logs as required by the County Environmental Services Department shall be submitted with the preliminary plat. Where alternate systems are contemplated necessary supporting information to the Environmental Services Departments' specifications shall be provided for review and approval in concert with Preliminary Plat evaluation.
15. Water Supply: It shall be the responsibility of the subdivider to furnish the Environmental Services Department such evidence as that Department may require for its satisfaction as to the facilities for supplying domestic water. A statement as to the type of facilities proposed shall appear on the preliminary plat.
16. Solid Waste Disposal: Subdivider shall indicate distance and location of refuse disposal area. In addition, method of collection must be indicated.
17. Engineering plans submitted in support of the preliminary plat shall be prepared under the direction of and signed and sealed by a professional engineer.

311.00 Additional Requirements and Accompanying Statements

The following material shall accompany the submission of all preliminary plats. If this data is not included on the preliminary plat, then two (2) copies are required. Supplemental submittals at this stage, such as grading, drainage or road plans, should be preliminary plans, not construction plans. They are the type of plans needed to evaluate the viability of the preliminary plat and allow the reviewing agencies to make reasonable decisions. The plans may generally be prepared using scaled distances and elevations taken from the topographic map used for the Preliminary Plat. When possible, they should be at the same scale as the preliminary plat. All supplemental submittals must be consistent with each other and the Preliminary Plat.

1. The existing uses of land and existing zoning.
2. Preliminary draft of proposed deed restrictions or protective covenants to be incorporated in the final plat submittal, including provisions for use and maintenance of commonly-owned facilities, if any.

3. A statement regarding availability of utilities and the direction and distance thereto and preliminary letters of serviceability shall be submitted in conjunction with the application.
4. A list of the proposed street names.
5. Preliminary Grading Plan: A preliminary grading plan shall be required when cuts or fills will exceed 5' in height or will extend outside of the normal street right-of-way. The preliminary grading plan shall be in sufficient detail to convey the extent of grading activities such that their impact can be evaluated by the reviewing agencies. The Plan shall include existing and finish grade contours and limits of cut and fill areas. Driveway and building locations shall be shown when topographic or other constraints will require specific locations or site grading. A geotechnical report shall accompany the grading plan to support the slope stability assumptions of the grading plan.
6. Preliminary Road Plans: Grades shall be given to the nearest whole percent grade. A profile sheet coinciding with the roads as shown on the Preliminary Plat or separate plan and profile sheets shall be prepared at a scale sufficient to allow evaluation of the proposed roads. Proposed drainage structures within the right-of-way shall be shown on the preliminary road plans. The Preliminary Grading Plan may be shown on the Preliminary Road Plans if all of the grading will be related directly to the roads. The reviewing agency's interest in these plans are: 1) height, stability and slope of cut fills, 2) affected drainage patterns, 3) potential roadway geometric problems, 4) impacts of the roads on adjacent lots, property and access, 5) relationship of drainage to roadways, 6) other items that may be specific to the roads in the specific subdivision.
7. Preliminary Utility Plans: A Preliminary Utility Plan shall be prepared to illustrate the proposed location of utilities and verify that the necessary easements and right-of-way are proposed on the Preliminary Plat. It is recognized that final utility locations are decided by the individual utilities, but the objective of the Preliminary Utility Plan shall be to encourage cooperation in planning by the various utilities.
8. Preliminary Drainage Plans: The Preliminary Drainage Plan shall be part of a Phase II Drainage Report in accordance with the requirements of the Yavapai County Flood Control District.

A. Drainage Report

The developer or subdivider shall cause the preparation and submittal of a phase II drainage report by a registered professional engineer consistent with the Flood Control District requirements.

The purpose of the phase II drainage report is to identify and define development opportunities or constraints and provide conceptual solutions to the problems which may occur on-site and off-site as a result of development.

Drainage studies shall analyze all drainage basins with a tributary area of 10 acres or more at the point that they enter the subdivision. Internal basins shall be analyzed when the drainage basin exceeds 10 acres in size as well as smaller basins where drainage improvements are proposed.

The study shall also identify, discuss, and illustrate facilities proposed to handle drainage such as roadside ditches, culverts, curb and gutters, drainage channels, or other methods (approximate sizes of facilities needed).

It may also be necessary to determine areas where floodplain delineations may be appropriate and to justify the method used to calculate and identify the hazard areas (detailed study, approximate study, drainage path). Floodplain or drainage path delineations shall conform to the following normal size limitations:

DETAILED DELINEATION: Drainage basin greater than 160 acres in size.

APPROXIMATE DELINEATION: Drainage basin between 40 and 160 acres.

DRAINAGE PATH: Drainage basin between 10 and 40 acres.

The size limitations for the various types of delineations may be adjusted up or down depending on the conditions of the specific subdivision with the approval of the District. The Drainage Report shall set forth the rationale for varying from the normal limits. Incidental drainage paths involved with drainage basins less than 10 acres and resulting design recommendations/decisions shall be addressed by the consulting engineer with final judgement concerning low and shallow flows and related easements or facilities to be the responsibility/discretion of the engineer.

Easements shall only be included on the plat when constructed or natural drainage facilities are present that may require maintenance for the proper operation of the overall drainage system and/or where future construction or reconstruction of the drainage facility, whether constructed or natural may be necessary. Easements normally shall be required for any constructed facility with a tributary area of more than 10 acres or that carry flows that have been collected from public facilities. It is encouraged that the desired or recommended methods of site development or construction to promote a flood-free habitable structure be set out by the design engineer in the drainage report.

B. Floodplain Study

Floodplain studies may be required when the size of drainage basins, as identified in the drainage study, is such that delineation of a floodplain is necessary and then only if floodplain delineations have not already been completed by other agencies. Criteria and evaluation methods for delineating floodplain areas are as follows:

DETAILED FLOODPLAIN DELINEATION: In circumstances when drainage areas are greater than 160 acres in size and structures may be constructed within close proximity to the watercourse or in the flood fringe a detailed study shall be performed and the floodplain area shall be delineated on the preliminary subdivision plat. If the development plan clearly precludes building in the floodplain area, such as when the flow is totally contained in a well-defined wash, the drainage basin size requirement for a detailed study may be increased. If the development plan includes buildings in close proximity to a watercourse, the watercourse is unstable or other unusual conditions affecting drainage exist, the drainage basin size requirement for a detailed study may be decreased.

APPROXIMATE FLOODPLAIN DELINEATION: A detailed study may not be necessary for locations with a tributary drainage basin of 40 to 160 acres, but may be utilized for larger areas as noted above.

DRAINAGE PATH DELINEATION: Drainage path delineation may be used for areas with drainage basins more than 10 acres and less than 40 acres in size. The constraints within the drainage path shall be specified on the plat in the form of a width restriction along the flowpath consistent with the amount of flow it would carry; or a minimum elevation requirement for structures above the flowline of the watercourse.

9. Traffic Impact Analysis: A traffic impact study shall be performed in accordance with "Traffic Impact Analysis for Proposed Development", ADOT, Highway Division, Traffic Engineering Section, 1991. The Town Engineer may waive the requirements of ADOT analysis on a case-by-case basis. In cases where the proposed subdivision streets intersect a State or Town highway the traffic impact analysis shall be performed as outlined above. In instances where the interior subdivision streets do not intersect or adjoin a State or Town highway the level of detail for the traffic study and its content shall be at the discretion of the Town Engineer.

The traffic study shall be funded by the developer or property owner and upon submittal to the Planning and Zoning Department shall be transmitted to and reviewed by the Town Engineer's office. Copies shall be made available to other governmental agencies which may be affected by increased traffic.

Generally the following criteria are considered when determining if a traffic impact study is warranted:

- significant changes in land-uses are proposed or higher density zoning is sought.
- Town arterial highway access is requested or the existing location of access to the property is changed.
- The proposed increased activity or intensity of development will significantly impact vehicular or pedestrian traffic on County roads.
- A total of 100 or more vehicular trips during an A.M. or P.M. peak hour will be generated by the proposed development.

The subdivider shall be required to provide financial assurances or complete the installation of any improvements determined necessary to maintain or improve traffic operations and traffic safety functions in direct proportion to the impact caused by the proposed development.

10. Any waiver or variance from approved construction standards or these regulations such as zoning, roads, flood control, etc. shall be in the form of an application of exception specifying each requested waiver or variance and associated justification.
11. The type or form of assurance that will be made for completion of improvements in a subdivision in accordance with A.R.S. Section 11-806-01 and Article V of these regulations.
12. Two copies of a preliminary title report or a policy of title insurance issued by a title insurance company within the preceding thirty (30) working days to the owner of the land, covering the land within the subdivision and showing all record owners, liens, and encumbrances. The preliminary title report shall contain schedule B indicating the status of legal access to the proposed subdivision.

312.00 Distribution of Maps and Accompanying Material for Evaluation

- 01 When the preliminary subdivision plat and accompanying material are received by the Planning Director, copies of the subdivision map and accompanying material shall be transmitted to the following agencies: Town Engineer; County Health Department or Environmental Services; Arizona Department of Transportation if it contains or abuts a state or federal highway; utility companies; Town Road Superintendent; Soil Conservation District; State or Federal land management agency if adjacent to public lands; State Fire Marshal or Camp Verde Fire District; State Department of Water Resources, and other interested or affected agencies as deemed appropriate by the Director. Interested agencies shall have twenty (20) working days, from the date received by the Planning and Zoning Department, to complete their report. Agencies shall submit an evaluation report to the Planning and Zoning Director. No reply by an agency within the time limit specified shall be construed as having no objections from that department to approval of the Preliminary Plat.

- 02 In accordance with A.R.S. Sections 9-474, 479, if the plat is within three (3) miles of the corporate limits of a city having subdivision regulations, the Planning and Zoning Director shall submit a print of the preliminary plan to said city for its review.
- 03 When all replies have been received or the specified date of reply reached, the planning staff shall prepare a correlated report, including replies or comments from all departments and other agencies; and, if the proposed plan is in conformance, shall put it on the agenda for the next scheduled Commission meeting.
- 04 Following receipt of reviewing agency comments, the Planning Staff shall coordinate a meeting between the subdivider and/or his agent and the various responding agencies for the purpose of clarifying outstanding issues arising from subdivision plat review. The purpose of this coordination meeting is to promote compliance with the content of these regulations and attempt to reach consensus on issues prior to presentation to the Planning & Zoning Commission. The meeting shall be scheduled a maximum of one (1) week following the due date for reviewing agency comments.
- 05 Processing of Revised Preliminary Plats: If recommended changes, additions, or minor revisions are necessary, three (3) sets of revised prints shall be submitted and distributed for review as with the original submittal. All revised preliminary plans and/or revised accompanying material shall be received at least twelve (12) working days prior to the Commission meeting date at which the developer desires to be heard. The interested agencies shall have five (5) working days, from the date received, to review the changes and present their evaluation to the Planning and Zoning Director. If no reply is received from an interested agency within the time limit specified, the department will be considered as having no objection to continuing processing and approval of the preliminary plat.

313.00 Commission Review and Recommendations Upon the Preliminary Plat Application

The subdividers or their representatives shall be notified by mail five (5) days prior to a meeting of the time and place of the public hearing at which the matter is set for review of the preliminary subdivision plat.

The Commission shall, upon said review or such further meeting to which said matter may be continued, hear or consider all evidence relating to said preliminary subdivision plan.

- A. If satisfied that all objectives of these regulations have been met, the Commission may approve the Preliminary Plat and shall submit recommendations to the Town Council.
- B. If the Commission finds that the plan requires revision, the plan shall be held over or continued pending revision, resubmittal, processing, or for other reasons.
- C. A copy of the report shall be filed with the Town Clerk and minutes setting out action of the Commission shall be transmitted to the Council, to the subdivider and/or owner and to departments or agencies as may be deemed advisable by the Commission.

314.00 Action by Town Council on the Preliminary Subdivision Application

On receipt of the report and recommendation by the Commission the Council shall approve, conditionally approve or reject the Preliminary Subdivision Plat application. If the Council determines that said preliminary plat is not in conformity with these regulations or associated design criteria or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefor; and shall advise the subdivider in writing of such disapproval and of the reasons for such disapproval. If an application is rejected by the Town Council the new filing of a subdivision application for the same parcel(s) or any part thereof, shall follow the aforementioned procedures and shall be subject to the required fees.

Preliminary plan approval is based upon the following terms:

- A. The basic conditions under which the preliminary plat is granted will not be changed prior to expiration date of the approval.
- B. Approval is valid for a period of twenty-four (24) months from date of Council action.
- C. Preliminary approval may, upon written application to the Commission by the subdivider and subsequent council approval, be extended in one year increments if, in the opinion of the Commission and Council, there is no change in conditions within or adjoining the preliminary plat that would warrant a revision in the design of the original preliminary plat.

The Council approval of the preliminary plat shall specify that minimum Town standards for required improvements shall be completed prior to approval of the final plat; or an agreement shall be arrived at prior to said approval assuring construction of the above improvements, utilizing one or more of the methods described in Article V.

If any other improvements are required at this time by the Council, they shall be so specified.

The action of the Council shall be taken at its next succeeding regular meeting after receipt of the Commission's report or at any special meeting at which the Council may desire to hear it.

ARTICLE 4

REQUIREMENTS AND PROCEDURES FOR PROCESSING AND RECORDING OF FINAL SUBDIVISION PLATS

400.00 The Final Plat Process

The final plat stage includes submittal, review and approval of the final plat and required supporting documents by the Town Council, and recording of the plat with the County Recorder.

This process also includes the approval of the construction plans, inspection(s) and release of assurances for the required site improvements.

.01 Final Plat Submittal

Within two (2) years after approval or conditional approval of the preliminary subdivision plat, a final plat may be prepared in accordance with:

- A. The preliminary subdivision plat as approved, with only minor authorized changes allowed and with any stipulations attached thereto.
- B. These regulations.
- C. Any applicable Town Ordinance or Regulation and State or Federal Laws.

Upon application to the Commission and prior to the expiration of the two (2) year limit, if a final plat has not been submitted and approved for any part of the approved preliminary plat, extensions of time may be granted by the Council in two (2) year increments, if the subdivider is actively pursuing and/or processing a final plat. If such action is not taken, then all proceedings relating to the plat shall be terminated and a preliminary subdivision plat would be required to be submitted and approved prior to processing the final subdivision plat.

.02 Phased or Incremental Plat Development

For any approved preliminary subdivision plat, the final plat may be submitted for approval progressively in units, each processed as a separate final plat.

Upon recording of a final plat for the first unit of an approved preliminary plat, subsequent final plats may be prepared for the remaining units in accordance with the approved preliminary plat where the subdivider is proceeding in accordance with the development schedule approved with the preliminary plat and/or where there have been no material changes to the Camp Verde Subdivision Regulations, town improvement standards or adjoining land-uses that warrant a review and possible redesign of the preliminary plat. Status review will be conducted by the Planning Director with the subdivider at two (2) year intervals. If the owner is proceeding with the project as planned the preliminary plat approval shall remain in force and effect. If there are delays in the development schedule the matter will be presented to the Planning & Zoning Commission and Town Council for review and consideration to approve a revised development schedule or revoke the Preliminary Plat approval.

.03 Final Plat and Associated Material Submittals

When a final plat consists of two (2) or more sheets, one key map showing the relation of the sheets shall be placed on the first sheet.

The developer shall submit ten (10) copies of the final plat to the Planning Department to be checked. The staff shall refer prints of the final plat and support documents to the County Health Department and/or Environmental Services, Town Engineer, County Flood Control District Administrator, County Assessor, County Treasurer, County Special Districts Administrator, if applicable, and other official, reviewing or interested agencies for their evaluations as to conformance of this plat to the approved preliminary subdivision plat and these Regulations.

In accordance with A.R.S. 9-474-479, if the plat is within three (3) miles of corporate limits of a city having subdivision regulations, the Planning and Zoning Director shall submit a print of the final plat to said City for its review.

All plats, plans, fees and accompanying documents shall be received by the Planning Department at least forty-five (45) calendar days prior to the regular Council meeting, at which the developer desires to be heard. The submittal will not be scheduled to be heard unless it contains all of the required information and is found to be in compliance with all applicable requirements in accordance with the procedures set forth herein.

.04 Additional Requirements and Accompanying Statements

At the time of depositing the ten (10) prints of the final plat with the Planning staff, the subdivider shall also file therewith the following accompanying material:

- A. Two copies of an updated title report or a policy of title insurance issued by a title insurance company within the preceding thirty (30) working days to the owner of the land, covering the land within the subdivision and showing all record owners, liens, and encumbrances. The title report shall evidence that there is legal/permanent access to the proposed subdivision.
- B. A copy of any covenants, conditions and restrictions (CC & R's) to be recorded;
- C. Five (5) copies of a memorandum showing the total area of the subdivision, and, showing the area of each lot to the nearest hundredth of an acre, if greater than one acre; or showing the area in square feet if less than one acre.
- D. Six (6) sets of prints of the construction plans of all improvements required and prepared in accordance with Town Ordinances, Flood Control District Regulations, Arizona Department of Environmental Quality Standards, applicable to the Town's delegation agreement and any/all other construction standards or specifications as adopted by the Town Council and in force and effect. In addition to the construction plans, two (2) prints of the plans for all off-site improvements to be constructed will be required. The plans will show such details as required by the Town's Adopted Standards and Specifications, and, will show land ownership, existing or proposed right-of-way limits, and other features affecting the establishment and construction of such required off-site improvements.
- E. A cost estimate for constructing the required site improvements, signed and sealed by a professional engineer who is registered to practice in the State of Arizona. The cost estimate and method/type of assurance shall be approved by the Town Engineer and/or Town Attorney prior to approval of the final plat.
- The actual assurance must be executed and presented to the Town of Camp Verde before the subdivision plat is recorded. (See Article V regarding cost estimates and assurances).
- F. The fee(s) for processing and review of the final subdivision plat and supporting documents shall be submitted with the plans to initiate the review process;
- G. If private roadways are proposed in the development, then provisions for perpetual roadway maintenance shall be provided for in the Property Owners Association (or other legal entities) organizational Articles of Incorporation must be acceptable to the Town of Camp Verde, and shall be submitted with the final subdivision plat;

- H. A Subdivision plat shall be submitted in a digitally compliant format. The format that will be accepted is the "Drawing Exchange File" (DXF) format. This file format is a Standard Drawing Exchange format between many major computer aided design software packages, i.e., AUTOCAD, Microstation and VERSACAD. The submittal will be in compliance with standard data conversation that will be used by the Town of Camp Verde Geographical Information Department.
- I. The licensed surveyor who certifies the boundary survey on the plat shall also submit the mathematical calculations of each boundary, lot and tract closure. The calculations shall contain enough data in order to follow and recalculate the method used to determine closure. Calculations shall be bound and the cover stamped by the appropriate professional. These calculations will then become a permanent part of the subdivision records.
- J. A final or Phase 3 Drainage Report shall be submitted in conjunction with final construction plans in accordance with the requirements of the Flood Control District. The purpose of the Phase 3 Drainage Report is to update the concepts, provide all information as outlined in Section 2.3 not previously provided and to present the design details for the drainage facilities discussed in the Phase 2 Drainage Report.

2.05 Form of Final Plat

The final plat shall conform to all the following provisions or show the following:

The final plat shall be submitted on a transparent and/or reproducible material and of archival quality; And shall be on a sheet or sheets measuring twenty-four by thirty six inches, with a left margin of two (2) inches and be drawn to an accurate scale not to exceed two hundred feet to the inch. A scale of 1" = 100 feet is preferred. The final plat shall include dedications, affidavits, certificates and acknowledgments. All stamped or written matter, including signatures, shall be made with opaque ink so that legible blue line prints may be obtained therefrom. All final plats shall be drawn to reasonable accuracy standards, consistent with acceptable professional standards. The plat will need to be of a scale to insure the size of letters will be legible when microfilmed.

Every sheet comprising the plat shall bear the title (but not subtitle on subsequent sheets), scale, North point, legend, date of plat preparation, sheet number, and the number of sheets comprising the plat. Its relation to each adjoining sheet shall be clearly shown. The basis of bearings shall also be noted in the legend.

The title of each plat shall consist of the subdivision name placed at the top of each sheet. Below the title on the first sheet shall appear a subtitle consisting of a general description of all the property being subdivided by reference to governmental subdivisions or portions thereof; by sections, townships and range; or by reference to subdivision plat previously recorded in the office of the Recorder of Yavapai County. In addition, a small scale location or vicinity map, showing the relative location of the subdivision with respect to township, range, section, and any access roads, shall be shown on the face sheet.

Location and description of section or quarter corner, either found or set, and ties to such corners, all dimensions, angles, bearings, basis of bearings and similar data on the plat shall be referred, indicated and referenced. Boundaries of the tract to be subdivided shall be fully balanced and closed, showing all bearings and distances determined by an accurate survey in the field. Corners of the subdivision shall be noted, and monuments found or set shall be indicated and described; two (2) corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter section corners or suitable monuments acceptable to the Town Engineer.

The final plat shall indicate if the lot corner monuments have been or are to be set. If the lot corners are set this should be included in the surveyor's certificate. If they are not set an estimate and assurance must be provided.

.06 Final Plat Contents

Presentation of the plat shall be neat, clear, legible, and complete in all respects and shall be sufficiently detailed to include, but shall not be limited, to the following:

- A. Tract boundary lines, lot and parcel lines, easement lines, street centerlines, and section lines, all showing accurate bearings and dimensions with dimensions expressed (rounded) in feet and decimals thereof to the hundredth;
- B. The total area of the subdivision, and, showing the area of each lot to the nearest hundredth of an acre if greater than one acre; or showing the area in square feet if less than one acre.

- C. Width of streets, width of easements and indication of their purpose, angle, radius, tangent, and length of all curves;
- D. Location and description of existing or found monuments, such as section corners and subdivision boundary corners, elevation of bench marks for a condominium development, existing rights-of-way and easements, if any. Easements shall be clearly dimensioned, labeled, and identified, and, if already of record, properly referenced to the record. If any easement is not definitely located of record, a statement of such easement shall appear on the title sheet;
- E. Where there are contiguous developments, show name of the subdivision with reference of record, street right-of-way lines, street names, street width, easements clearly dimensioned, labeled, and identified, if any; and if unsubdivided so note,
- F. The legend shall specify the type of monuments used;
- G. The boundary of the subdivision shall be indicated by a heavy line, recognizable as a border clearly showing the boundary of the subdivision and all of the property being offered for dedication for public use and/or as easements. Such boundary shall not interfere with the legibility of figures or other data;
- H. Any excepted parcel(s) within the plat boundary shall be accurately depicted by bearings and distances on the plat;

.07 Lot Layout

Each lot shall be numbered as per the approved Preliminary Plat and each block may be numbered or lettered. Each street shall be named. All lots not intended for sale or resale for private purposes, and all parcels offered for dedication for any purpose, public or private, and any private streets permitted shall be so designated. Label and identify all lots, parcels, tracts, excepted parcels, etc. for ease of description and to insure no misunderstanding about intended use, ownership, or maintenance.

Drainage Report

The limits of any 100 year floodplain identified using the standards set forth by the Director of the Arizona Department of Water Resources Requirement for Floodplain Delineation in Riverine Environments, together with the base flood elevation, shall be illustrated in the final plat. The regulatory elevation for the most critical location within each lot shall be shown on each lot that is impacted by the floodplain. A note shall also be placed on the plat indicating that "Floodplain limits, base flood elevations and regulatory elevations may be revised by subsequent studies approved by the Yavapai County Flood Control District."

Final plats shall also show all drainage easements in conformance with the approved Preliminary Plat with the associated dedication language. The actual dedication language should be related to the type of drainage facility and method of maintenance.

The plat shall also show other data that is required by law.

Final Plat Ratification and Dedication Certificate

The following Certifications, Acknowledgements, Dedications, Acceptances, and all others now or hereafter required shall appear on the final plat. Such certificates may be combined when appropriate.

A certification or ratification signed and acknowledged by all parties having any record title interest in the land subdivided consenting to the preparation and recordation of said Plat. Certain rights-of-ways, easements, or other interests may be acknowledged by appropriate endorsements on the Plat.

A certificate signed and acknowledged as above offering for dedication to the public all parcels intended for public use. [Preferred examples of Dedication and/or Owners Statements provided in Appendices]. These examples will need to be tailored to the specific conditions and circumstances of individual final plats.

A certificate for execution by the land surveyor and/or professional engineer of record as follows:

Certificate of Land Surveyor

This is to certify that the survey of the premises (property) described and platted hereon was made under my direction and supervision and are 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.

Registered Land Surveyor

Date

.11 Engineers Information

The final plat shall contain the name and registration number of the registered professional civil engineer(s) who prepared the preliminary plat and is responsible for the engineering that is necessary in preparation of the proposed subdivision.

A certificate for signature by the Town Engineer and Planning Director as follows:

This plat has been checked for conformance to the approved preliminary plat and any special conditions attached thereto, to the requirements of the Camp Verde Subdivision Regulations, and to any other applicable regulations, and appears to comply with all requirements within my jurisdiction to check and evaluate.

By (Town Engineer) Date

By (Planning Director) Date

A certificate to be signed by the Town Clerk.

I, _____, Town Clerk of the Town of Camp Verde, hereby certify that said Town Council approved the within plat on the _____ day of _____, and accepted on behalf of the public all parcels or tracts of land offered for dedication for public use in conformity with the terms of the offer of dedication.

Town Clerk _____ (year)

A certificate to be signed by the Mayor of Camp Verde:

ASSURANCE:

Satisfactory Assurance in the form of _____
from _____ in the amount of \$ _____ has been
provided in the full amount necessary to guarantee the installation
of (streets), (water), (sewer) and all required improvements in
this subdivision. (Electric) (Phone) utility services have been
assured by letter from the appropriate utility company.

By: _____
Mayor

Date _____

Attest: _____
Town Clerk

Certificate for Assured or Adequate Water Supply

FINAL PLAT FOR A SUBDIVISION LYING WITHIN DESIGNATED ACTIVE WATER
MANAGEMENT AREA SHALL INCLUDE THE FOLLOWING

A Certificate of Assured Water Supply has been received from the
Arizona Department of Water Resources and filed pursuant to A.R.S.
45-576 Subsection "B".

DATE DIRECTOR OF PLANNING AND ZONING

--OR--

This Subdivision is located within an area designated as having
Assured Water Supply, pursuant to A.R.S. 45-576 Subsection "B".

DATE DIRECTOR OF PLANNING AND ZONING

IF SUBDIVISION IS OUTSIDE DESIGNATED ACTIVE WATER MANAGEMENT AREA,
THE FINAL PLAT SHALL INCLUDE THE FOLLOWING:

This Subdivision is not within a designated Active Water Management
Area. A statement concerning water adequacy has been received from
the Arizona Department of Water Resources (pursuant to A.R.S. 45-
108) stating the water resources are (adequate or inadequate) for
this subdivision.

The head of each Town department who has received a copy of the final plat and applicable supporting plans and documents has been requested to reply will determine, within twenty (20) working days from the date material is received by the Planning and Zoning Department, as to whether or not the material is acceptable and will transmit a statement thereon to the Planning Director. Failure of any department to reply within the time specified will be interpreted as no objection by the department to the plat as submitted. The Planning Director shall inform the developer:

- A. As to any changes or additions necessary; or
- B. That he may submit the original tracing.

If significant changes or additions are necessary, such as design variation from the approved preliminary plat, two (2) sets of revised prints shall be submitted as a new final plat submittal. A determination will be made by the Planning Director upon receipt of comments from reviewing departments whether the changes are "minor authorized" changes and the final plat may be presented to the Town Council or if the change is material and a "revised" preliminary subdivision plat will be required for consideration by the Planning & Zoning Commission and Town Council.

Minor Authorized Changes may include adjustment, variation, and reduction of lots, lot lines, easements or statements contained in preliminary plat if they are found by the Planning Director to be consistent with the intent and design of the approved preliminary plat. Adding lots, streets or creating exceptions to the Town's design standards are material changes which will require a "revised" preliminary plat.

When a final plat, construction plans and all required supporting documents are acceptable to the Town Engineer, County Floodplain District Administrator, County Environmental Services Director and Camp Verde Planning Director, the subdivider upon notice thereof shall deposit with the Planning Department two (2) reproducible sets of the final plat as per form of final plat requirements completely executed by:

- A. All parties required to sign or endorse the same for the purpose of passing a good and sufficient title to the public right-of-ways, easements, and parcels offered for dedication and to join in the subdivision of said property.
- B. The professional engineer and/or land surveyor [R.L.S.] preparing the plat and any and all other parties required to execute certificates thereon, other than the required Town signatures.

In addition, all finalized and signed plats and accompanying data, agreements and other papers or documents necessary to the acceptance of this plat shall be deposited with the Planning Director at least ten (10) working days prior to the regular Council meeting at which the applicant desires to be heard.

When all appropriate provisions of the State Laws and these regulations have been met, all of the specified accompanying material shall be transmitted by the Planning Director within five (5) working days to the Town Clerk for action by the Council, such date shall be the official date of filing with the Council.

.13 Action by the Council

At the next regular meeting following the filing of said plat with the Council, or at any other meeting they may so designate, the Council shall consider said tracing of the final plat, the plan of subdivision, the recommendations of the Planning and Zoning Commission and the Planning Director, the offers of dedication, and the agreements and guarantees, if any, for deferred improvements. If the Council determines that said plat is in conformity with the requirements of the law and of any requirements duly made relating thereto, and if the agreement and guarantees for deferred improvements, if any, and unpaid taxes or assessments are in order, and said plat conforms to the approved preliminary plat, it shall approve said plat; and the Town Clerk shall so certify this action upon said tracing of the final plat.

.14 Conditions of Approval

In granting exceptions, variances, modifications, and additions to these regulations, the Council, upon recommendations of the Commission or on its own initiative, may require such conditions as will, in its judgement, secure substantially the objectives of these regulations.

If the Council determines that said plat is not in conformity with the preliminary plat or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefore; and shall advise the subdivider in writing of such disapproval and of the reason for such disapproval.

All streets and parcels offered for dedication for public use by the plat may be accepted by the Council (under the terms and conditions under which the Preliminary Plat was approved) and on the plat upon approval of the final plat. (This does not imply acceptance of the street into the Town Road System for maintenance. Formal acceptance for maintenance would be after the plat was recorded and the road was actually built to Town standards.)

Recording of Final Plat

Within 180 days of approval by the Council, the owner/subdivider shall provide all required materials and demonstrate that all conditions of plat approval have been met and the properly examined plat is presented to the Town Planning & Zoning Director for recording. If this is not done, the developer shall present a written status report to the Director who may administratively grant a six (6) month extension of time. At the end of one (1) year if the conditions of approval have not been satisfied and the plat is not presented or found acceptable for recording the final plat shall be referred to the Town Council for action.

Within ten (10) working days of presenting the properly executed final plat for recording together with the materials evidencing that all of the stipulations of Council approval have been satisfied and necessary recording fees the Planning Director or designee shall obtain necessary signatures from representatives and cause the final plat to be recorded. No subdivision plat shall be recorded unless approved by the Council.

- A. The fee for recording the final plat and accompanying deed restrictions and any ratification or pertinent documents will be required once the final plat is approved by the Council and the subdivider has addressed the stipulations of approval and the plat is ready for recording. If the recording fee is submitted in the form of a check, it must be made payable to the Yavapai County Recorder;
- B. A copy of the developers Subdivision Questionnaire to the Arizona Real Estate Commissioner shall be submitted upon recording of the final plat and prior to approval for lot sales;
- C. A report from the Arizona Department of Water Resources in the form of either a "Certificate of Assured Water Supply" pursuant to A.R.S. 45-576, or for areas outside of AMA's a statement of water "adequacy" either for that subdivision or for the water company (private or public) which will serve the subdivision pursuant to A.R.S. 45-108;

The "Certificate of Assured Water Supply" or the report finding the subdivision's water supply to be adequate shall be provided to the Planning Director prior to recordation of the final subdivision plat. If the Certificate and/or adequacy statement is not obtained the final plat shall be referred back to the Town Council to consider the DWR's findings and reconsider their approval and possible revocation of the final plat.

If the approved preliminary plat was based on the understanding that the subdivision's water supply was going to be found by ADWR to be inadequate the final plat may be recorded upon subsequent issuance of the report if all other subdivision requirements are met.

- D. Assurance for all required site improvements in accordance with the requirements and provisions of Article 5 of these Regulations.
- E. Evidence from the Assessor that the title to the property has been cleared with the property records of the County. The Assessor shall certify and acknowledge that as of this date the records and/or information available to the officer reflect that _____ as designated on the plan is the owner of the property and more particularly described as Assessor's Parcel Numbers _____.
- F. Evidence from the Treasurer that the taxes on the property are paid up to the current year. The County Treasurer shall certify and acknowledge that there are no tax liens on any of the parcels comprising the subdivision plat as listed in the Assessor's certification.
- G. Evidence shall be provided from the Special Districts Administrator that required annexations and fees (if any) of any special districts are current.

ARTICLE V
Assurance for Completion of Improvements
and Procedure for Verifying Completion of
Required Improvements and Release of Assurance

500.00 Disclosure of Financial Assurances

- .01 Upon submittal of the preliminary plat, the subdivider shall state the type of assurance that will be made for the completion of improvements in a subdivision in accordance with A.R.S. Section 9-463-01.
- .02 No final subdivision plat will be recorded unless one (1) or more of the following methods of assurance as specified in Section 502 are submitted with the final plat.
- .03 No subdivision site work shall be initiated unless or until the preliminary plat has been approved by the Town Council and the site work is authorized by the Town Engineer or there are approved construction plans.
- .04 The subdivider shall furnish with the final plat a cost estimate for construction of the required on and off site improvements, signed and sealed by a professional engineer. The amount of the assurance shall be based on the engineer's cost estimate for all required and remaining site improvements as approved by the Town Engineer.

Utility service assurances may be provided by letter from water, sewer, electric and other appropriate utility companies to guarantee improvements.

The final plat shall indicate the assurances provided by the subdivider to insure completion of the required site improvements.

501.00 Construction of Improvements Prior to Final Plat
Recordation

- .01 Installation of Required Public and Private Improvements Prior to Final plat recordation

If the subdivider chooses to construct the required improvements prior to the recording of the final plat, he shall submit the construction plans, inspection reports, test reports and material certifications to the Town Engineer for approval. A certificate by the Engineer of Record on the as-built plans stating that the construction has been completed in substantial

conformance to the specifications and standards contained in or referred to herein and/or the approved construction plans, must be reviewed and acceptable to the Town Engineer, prior to recordation of the final plat.

.02 Installation of Necessary Public and Private Improvements Prior to Final Plat Approval

If the owner elects to construct the site improvements prior to final plat approval, the preliminary subdivision plan must be approved and the owner shall cause the construction plans to be prepared by a professional Engineer. These plans shall be submitted to the Town Engineer for review and approval prior to initiating site construction. The Town Engineer may authorize limited rough grading or site improvements during this review of construction plans.

502.00 Financial Assurances for Required Public or Private Improvements

.01 Performance Bond

The subdivider shall file with Camp Verde a bond executed by a surety company holding a license to do business in the State of Arizona, and acceptable to the Town of Camp Verde, in an amount equal to the cost of the improvements required by these regulations and within the time for completion of improvements as estimated by the Engineer of Record and approved by the Town Engineer. The performance bond shall be approved as to form and legality by the Town Attorney.

.02 Trust Agreement

The subdivider shall place on deposit in a bank or trust company in the name of the Town, and approved by the Town Attorney, in a trust account a sum of money equal to the estimated cost of all site improvements required by this ordinance. The cost and time of completion shall be approved by the Town Engineer. The trust shall be approved as to form and legality by the Town Attorney. Periodic withdrawals may be made from the trust account for a progressive payment of installation cost. The amounts of such withdrawals shall be based upon progress work estimates and approved by the Town Engineer. All such withdrawals shall be approved by the Trustee.

- .03 Unconditional Guarantee from a Local Bank or Federally Insured Savings and Loan Association or from Other Financial Institutions as approved by the Town of Camp Verde. The subdivider shall file with the Town of Camp Verde a letter, signed and notarized by the principal officer of a savings and loan association or other financial institution acceptable to the Town of Camp Verde, agreeing to pay the Town on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the subdivider or developer is responsible under these regulations. The guaranteed payment sum shall be determined from the estimated costs and scheduling as approved by the Town Engineer. The letter shall state the name of the subdivision and shall list the improvements for which the subdivider or developer is required to provide together with a schedule for completion.

.04 Other Methods

Other methods of assurance for completion of improvements may be used providing the Council approves such methods after receiving a recommendation by the Planning and Zoning Commission. The approval of any "other methods" shall be in written form to the subdivider.

503.00 Duration of Performance Bonds for Financial Assurances

The duration of the performance bond or other assurance shall be for two (2) years, from the date of recording. Extension of time in one (1) year increments may be granted by the Town Council by showing just cause. The assurance (surety) shall remain in force and effect until it is released by the Town Council or has been authorized for partial release as provided for herein.

504.00 Partial Assurance Reduction

The Town Engineer, upon receipt of a certification from the Engineer of Record, may authorize a reduction of the assurance for the work completed in accordance with the approved cost estimate and construction plans. A percentage (10%) of the estimated cost of completed improvements will be retained to insure sufficient funds remain to insure completion of the site improvements, final inspections and preparation of final 'as-built' plans.

505.00 Default

In the event that the subdivider defaults or fails or neglects to satisfactorily install the required improvements within the time agreed upon for performance, the Town Council may declare the bond, or other assurance forfeited, and the Town may make or cause the required improvements to be made, using the trust funds or proceeds of the collection of the bond or other assurance to defray the expense thereof. In addition, the Planning Director shall notify the State Real Estate Commissioner of the default.

506.00 Inspection and Release

.01 The subdivider, using the services of an Arizona registered Professional Engineer and plans as approved by the Town Engineer, shall be responsible for the quality of all materials and workmanship. At the completion of the work, or not less than thirty (30) days prior to the release date of the bond or other assurance, the Engineer of Record shall make an inspection of the improvements and shall submit a set of 'as-built' construction plans if complete or a report on the status of improvements if only partially complete to the Town Engineer. The Town Engineer will review the as-built plans and/or report and notify the developer of any noncompliance with the approved construction plans or with these regulations. If the Town Engineer determines that compliance has been made, he will then submit a report to the Town Council, setting forth the conditions of such facilities.

.02 A certificate sealed by the Engineer of Record on the as built plans stating that the construction has been completed in substantial conformance to the specifications and standards contained in or referred to herein must be approved by the Town Engineer and presented to the Town Council prior to the surety release. If all conditions are found to be satisfactory and the improvements comply with Town Standards, the Town Council shall release the guarantee. If the condition of materials or workmanship shows unusual depreciation or does not comply with Town Standards the Town Engineer may present this information to the Council who may declare the subdivider in default.

.03 Engineer of Records Certification Statement

"In my professional opinion, the construction of [the specific site improvements required for approval] has been completed in substantial conformance with the construction plans and specifications including changes and addendums. My professional opinion is based, in part, upon the completion of certain tests and measurements and/or the review of the results of such tests and measurements completed by others. The rendering of this opinion in no way relieves any other party from meeting requirements imposed by contract, plans, specifications or commonly accepted industry standards.

507.00 Subdivision Road Maintenance

Once the improvements are approved and the surety released, the Council will review the roadways for acceptance into the Town System for Maintenance as per ARS 11-806.01H.

EXHIBIT E

Town of Camp Verde Subdivision Code

CAMP VERDE, ARIZONA SUBDIVISION REGULATIONS

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CAMP VERDE SUBDIVISION REGULATIONS

A regulation of the Town of Camp Verde, Arizona, providing for the regulation of subdivision development within the Town limits defining its terms, setting forth subdivision platting procedures and requirements, establishing subdivision design principles and standards, establishing street and utility improvement requirements, providing for modification of the regulations and for other purposes. The provisions of these regulations shall be in accordance with Arizona Revised Statutes, Title 9, Chapter 463.

ARTICLE I.

TITLE, AUTHORITY, JURISDICTION & PURPOSE

100.00 Title

These regulations shall hereafter be known, cited, and referred to as the "Town of Camp Verde Subdivision Regulations".

101.00 Authority

By authority of the Camp Verde Town Council, adopted pursuant to powers and jurisdictions vested through Arizona Revised Statutes, Section 09-463 and other applicable laws, statutes, orders, and regulations of the State of Arizona and Town of Camp Verde, the Camp Verde Town Council does hereby exercise the power and authority to review and approve or disapprove, based upon recommendation of the Camp Verde Planning & Zoning Commission, plats for subdivision of land within the Town of Camp Verde.

102.00 Jurisdiction

These subdivision regulations shall apply to all subdivisions of land, as defined herein, located within Camp Verde. No land shall be subdivided within the Town of Camp Verde until the subdivider or his agent complies with these regulations and shall obtain approval of the preliminary plat by the Planning & Zoning Commission and Town Council and approval of the final plat by the Town Council. In addition, no land shall be subdivided until the approved plat is filed with and recorded by the Yavapai County Recorder's Office.

103.00 Purpose

The purpose of these regulations is to provide for the orderly growth and harmonious development of the Town; to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions and public facilities; to achieve individual property lots of reasonable utility and liveability; to secure adequate provisions for water supply, power, drainage, protection against flood, storm water retention/detention, sanitary sewerage, improved streets and other accesses; and other health and safety requirements; to consider adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description; and to provide practical procedures for the achievement of this purpose.

104.00 Interpretation Conflict and Severability Interpretations

.01 Interpretation

In their interpretation and application the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

.02 Conflict

These regulations are not intended to interfere with, abrogate or annul any other Town rule or regulation, statute, or other provision of law. Where any provision of these regulations imposes restrictions, different from those imposed by any other provision of these regulations, or any other Town rule or regulation or other provision of law, whichever provisions are more restrictive, or impose higher standards, shall control.

.03 Severability

If any part or provision of these regulations or application thereof to any person or circumstances is adjudged invalid by any court or competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which judgment shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The Town Council hereby declares that it would have enacted the remainder of these regulations even without any such part, provision, or application.

.04 Saving Provision

These regulations shall not be construed as abating any action now pending under, or by virtue of, prior existing subdivision regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue or as affecting the liability of any person, firm or corporation, or as waiving any right of the Town under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm or corporation, by lawful action of the Town, except as shall be expressly provided for in these regulations.

.05 Repealer

Upon the adoption of these regulations according to law, the subdivision regulations previously published with the Planning and Zoning Ordinance 87-A23 as amended, are hereby repealed in their entirety. Except that any and all subdivision plans and/or improvement plans submitted to the Commission for evaluation prior to the adoption of these regulations shall be evaluated under the guidelines of the then existing regulations.

.06 Amendments

For the purpose of promoting the public health, safety and general welfare, the Town Council may from time to time amend the provisions imposed by these subdivision regulations in the manner prescribed by law.

.07 Subdivision Revisions

No changes, erasures, modifications or revisions shall be made in the Final Plat after approval of the plat has been given by the Town Council.

105.00 Amended Maps

Any plat map of a subdivision that has been filed for record may be amended to correct an error in any course or distance or other necessary item that was omitted therefrom, or to correct a drafting, graphic, technical, or similar type error, by the filing for record of an amended map of said subdivision. The Town Engineer shall examine such amended map, and if such examination discloses that the only changes on the amended map are changes authorized above, he shall certify this to be a fact over his signature on the amended map. Thereafter, the amended map shall be entitled to be recorded in the office of the Recorder in which the original subdivision map was recorded. Such map shall be marked "AMENDED MAP OF _____", and follow in numerical sequence. The use of the terminology of Amended Map shall not be used to change or vary or add any lot lines, streets or easement, or statements that were not contained on the approved preliminary map, since such actions necessitate reprocessing of the plat.

106.00 Resubdivision of Land

For any change in a map of an approved or recorded subdivision plat, if such change affects any name, street layout shown on such map, or area reserved thereon for public use, or any lot line, or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions, such change shall be approved by the Planning and Zoning Commission and the Town Council by the same procedures, rules and regulations as for a subdivision.

107.00

Abandonment (Reversion to Acreage)

- .07-1 If no lots in a subdivision for which a final map has been approved and recorded have been sold within three (3) years from the date of recordation and if all of the improvements have not been made within three (3) years from the date of recordation or pursuant to the date referred to in Article 400.13 of these regulations, the Town Council may on its own motion hold a public hearing after notice, to determine whether the approval and recording of such Final Map should be revoked. Such revocation shall be in accordance with the Arizona Revision Statutes.
- .07-2 Abandonment of subdivision lots and reversion to acreage and/or abandonment of streets, rights-of-way, and easements dedicated or otherwise may be initiated by property owners petitioning the Town Council for consideration of all or portions of any tract or plat. A preliminary title report shall be submitted by the property owners for the property proposed to be abandoned or reverted to acreage.
- .07-3 Such petition may necessitate consideration for rezoning if the Commission deems it necessary or desirable.
- .07-4 Any action considered by the Town Council relating to revocation of all or part of a subdivision whether lots, or lots and rights-of-way, shall be referred to the Commission for evaluation of the following:
- A. Correlation with General Plan of the Town.
 - B. Correlation with proposed development in adjacent areas.
 - C. Recommendations as to whether or not zoning changes should accompany such action.
 - D. Effect of such action on existing development in areas affected by proposed reversion or abandonment.
 - E. Request for abandonment shall be referred by the Commission to the agencies who may have an interest in the existing subdivision.
 - F. Access to all parcels remaining.

- .07-5 Any other actions applicable to the above process and permitted by State laws are permissible.
- .07-6 Applications to abandon streets or easements shall be made pursuant to the Arizona Revised Statutes and shall be carried on separately and simultaneously with any procedure to abandon a subdivision or revert it to acreage.
- .07-7 Upon submittal of an application to abandon a subdivision and cause same to revert to acreage the Commission and staff shall distribute the request to reviewing agencies for comment including but not limited to the County Assessor, local fire district, emergency service agencies, or other agencies as deemed appropriate by the Director. Upon receipt of reviewing agency comment(s), if any, the Director shall schedule the matter for public hearing before the Planning & Zoning Commission to formulate a recommendation to the Town Council.

108.00 Revisions of Plats or Replats

Any division of a lot in a recorded subdivision into three (3) or more parcels, or any changes in lot lines involving three (3) or more adjoining lots in a recorded subdivision, but creating no new street, may be processed in accordance with Final Plat Procedures of these Subdivision Regulations, after a Pre-Application Conference with the staff of the Planning Department.

Any replat involving dedication or abandonment of land for a public street shall comply with all procedures set forth in these requirements.

If abandonment of a street, alley, or public utility easement in a previously recorded subdivision is necessary, the replat of that area shall not be forwarded to the Town Council for final action until abandonment proceedings are completed and recording data noted on the final plat.

109.00 Processing Fee Schedule

The submission of a Master Plan, Conceptual Plan, Preliminary Plat, Final Plat, Revised or Amended Plat or Application for reversion to acreage shall be accompanied by a filing fee according to the fee schedule as recommended by the Planning & Zoning Commission and approved by the Town Council. The public hearing fee shall be submitted to the Planning & Zoning Department simultaneously with submittal of a completed application for public hearing.

110.00 Effective Date

The provisions of these Regulations shall be effective immediately upon final approval and adoption by the Town Council of the Town of Camp Verde, Arizona, as provided in Title 09-463 of the Arizona Revised Statutes, as amended.

ARTICLE 2 - DEFINITIONS

200.00 Definitions

For purposes of these regulations certain words, terms and phrases are hereby defined. Words in present tense shall include the future; the singular number shall include the plural and the plural the singular; The word "structure" includes the word "building"; the word "shall" is mandatory and not directory, and the word "may" is permissive.

Certain words and phrases in these regulations shall have special meaning as defined herein, unless the context otherwise requires.

.01 Abandoned, (Abandonment)

Said of lots, streets, public ways, easements, or rights-of-way when the Town Council by proper action and public hearings abrogates all rights to said lots, streets, public ways, easements, or rights-of-way.

.02 Access Street or Service Road

A street or road which is adjacent to a major arterial street and provides a means of direct ingress and egress to abutting property.

a. Primary Access

Principal route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.

b. Secondary Access

Subordinate or alternate route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.

c. Emergency Access

Subordinate or alternate route, path or avenue whether under private or public ownership, designated for use by emergency service personnel and vehicles in crisis events to access a development or subdivision.

.03 Alley

A public, dedicated right-of-way used primarily as a service or secondary means of ingress and egress to the service side of abutting property.

.04 Amendment

A change in the wording, context, or substance of these regulations or an addition, deletion, or a change in the zone boundaries or classifications upon the Zoning Map. Also a change in the wording, context, or substance of preliminary and final plats filed with the Planning & Zoning Commission.

.05 Approval, Conditional

An affirmative action by the Commission or the Town Council indicating that approval will be forthcoming upon satisfaction of certain specified stipulations.

.06 Approval, Preliminary

Unconditional or conditional approval of the Preliminary Plat by the Commission or Town Council as evidenced in their resolutions and constitutes authorization to proceed with final engineering plans and final plat preparation.

.07 Approval, Final

Unconditional or conditional approval of the Final Plat by the Town Council, as evidenced by certification on the Plat by the Mayor, and other required signatures constituting authorization to record a plat.

.08 Arterial Street

A street or road with the principal function to serve as a part of a major network for the through traffic flow, separate from local traffic, to and from areas of principal traffic generation, of adequate design, capacity and construction to provide for the safe and rapid distribution and collection of through traffic and to provide limited ingress and egress to and from collector and local streets.

.09 As-Built Plans

Construction plans prepared after the fact by the engineer of record and in such a manner as to accurately identify and depict the location of in-place improvements.

.10 Assurance

A guarantee that the specified improvements and services will be accomplished. This must be in the form of a financial guarantee, including but not limited to, a subdivision bond, an irrevocable letter of credit, a certificate of deposit or a certified check for construction of improvements. Utility service assurances may be provided by letter from water, sewer, and other appropriate utility companies to guarantee improvements.

.11 Block

An area of land within a subdivision that is entirely bounded on all sides by streets and/or exterior boundary or boundaries of a subdivision.

.12 Building

Includes the principal structure erected or to be erected upon the land described in the declaration provided for in ARS 33-552 which determines the use to be made of the improved land whether or not such improvement is composed of one or more separate buildings of one or more floors or stories.

.13 Building Setback

A line extending across the full width of a lot, parallel with the street right-of-way and in front of which no building or structure shall be constructed.

.14 Certificate

A formal written statement intended as an authentication of the fact asserted and set forth, under seal of a notary or registered professional.

.15 Certificate of Assured Water Supply

Response from the Arizona Department of Water Resources in the form of a "certificate of assured water supply" pursuant to ARS 45-567.

16 Circulation Plan

That portion of the comprehensive plan adopted by the Planning Commission designating and defining the physical street system for the Town of Camp Verde, Arizona.

17 Collector Street

A street or road that serves local traffic movement within an area and traffic between major arterials and local streets and provides a means of ingress and egress to local streets and abutting property; also serves to connect adjacent neighborhoods and includes the principal entrance street into residential neighborhoods. There may also be provisions for parking and loading or unloading on collector streets.

18 Commission

The Camp Verde Planning & Zoning Commission.

19 Common Element

All portions of a condominium other than the units.

20 Comprehensive Plan

A plan adopted by the Town providing a program to guide the orderly growth of the Town or portion thereof.

21 Conceptual Plan

An informal plan indicating relevant existing features of a tract and its surroundings and the general layout of a proposed development.

22 Condominium

Joint ownership, a multi-unit dwelling or complex, each of whose occupants known as unit owners, enjoys exclusive ownership of individual units, holding title thereto, while retaining an undivided interest as a tenant-in-common, in the common facilities and areas of the building and grounds which are used by all title holders. For further information on condominiums as regulated by Arizona Revised Statutes, see A.R.S. Section 3, Title 3, Chapter 9.

.23 Construction Plan

The maps or drawings showing the specific location and design of improvements to be installed in accordance with these regulations.

.24 Contiguous

Adjoining by physical contact.

.25 Council

Camp Verde Town Council, acting under the authority of the laws of the State of Arizona.

.26 Councilman, Councilwoman, Councilmember

A member of the Town of Camp Verde Town Council.

.27 Covenants

Shall mean a privately prepared recorded document designed to govern the use of parcels within a subdivision.

.28 Cul de Sac Street

A street or road having a traffic outlet on one end only and having at the other end facilities for the turning around of vehicular traffic.

.29 Dead-end Street

A street or road having a traffic outlet on one end only and terminated at the other end by undeveloped property. A dead-end street shall have temporary provisions for the turning around of vehicular traffic.

.30 Dedication

Dedication is the giving and acceptance of fee title or an easement of property, to a public agency or private utility company for a public or a semi-public use as indicated.

.31 Deed Restrictions and Protective Covenants

A written contractual agreement between two or more individuals or parties setting forth rules, regulations and expectations surrounding the use of subdivided or unsubdivided property.

.32 Department

The Department of Planning & Zoning of Camp Verde, Arizona.

.33 Design

The conception, planning, execution, or creating of a scheme in which means are laid down for the construction or implementation of improvements, including location, alignment, grade, width, drainage, materials and all other criteria that lead to the preparation of the final improvement product.

.34 Developer

See subdivider.

.35 Drainage

The system or facilities by which surface water runoff is removed from streets and property both within and outside a subdivision. Can also refer to the actual runoff of flood water.

a. Drainage, Local

Water which accumulates as a result of local storms and flows overland not included in a delineated floodplain. This shall include sheetflow and such flow as may be concentrated in local drainage systems with or without defined channels, excluding delineated floodplains.

b. Drainage, One-hundred (100) Year Storm (Peak Discharge)

Local drainage resulting from a storm which has a one percent (1%) chance of occurring annually, based upon a Design Storm within a defined area.

c. Drainage, Off-site

The storm surface waters emanating from lands outside the limits of the proposed subdivision and draining through the site of the proposed development.

.36 Double Frontage Lot

A lot having street frontage on both the front and rear property lines.

.37 Easement

A grant by a property-owner of the use of an area of land for a specific purpose or purposes, by the general public, corporation, or a certain person or persons.

a. Drainage Easement

An area designated and used for conveyance of storm run-off in which nothing can be placed which will impede, divert or cause the run-off to have an adverse affect on adjoining property.

b. Non-Vehicular Access Easement

An easement prohibiting vehicular access from a street or between adjoining parcels.

.38 Egress

Means the movement of traffic from the abutting properties to the street and the movement from minor streets to major streets.

.39 Engineer

A person who, by reason of special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as attested by his registration as a professional engineer.

.40 Engineer of Record

A professional engineer registered in the State of Arizona and employed by the owner or developer to design and/or inspect improvements.

.41 Exception

A permitted deviation from the subdivision regulations, permitted only through hearings by the Commission and Town Council.

42 Final Plat

The final drawing of a property being subdivided as prepared by a land surveyor for recording consisting of all or part of a subdivision conforming substantially to an approved preliminary plat and prepared in accordance with these regulations depicting the actual or proposed legal boundaries of the subdivided lands.

43 Flood

A general and temporary overflow of water onto normally dry land areas.

a. Flood, Regulatory

The one-hundred (100) year flood as determined by criteria established by the Arizona Department of Water Resources as promulgated by Arizona Revised Statutes.

b. One-Hundred (100) Year Flood

A flood that has a one percent (1%) chance of occurring annually based upon the criteria established by the Arizona Department of Water Resources.

44 Floodplain

a. Floodplain, Delineated

That area delineated and mapped as a floodplain by FEMA and/or by the Board of Directors of the Flood Control District.

b. Floodplain, Regulatory

That portion of the natural watercourse that would be inundated by the regulatory flood and which land-use is regulated by the Yavapai County Flood Control District Floodplain Regulations.

c. Floodway

A channel of a river or other watercourse and the adjacent land areas necessary in order to discharge the one-hundred (100) year flood without cumulatively increasing the water surface elevation more than one (1) foot.

d. Flood Control District

County Agency charged with administering the Yavapai County Flood Control Ordinance and responsible for reviewing development plans and subdivision proposals in relation to floodway, floodplain and flood hazard areas.

.45 Frontage

That part of a lot line which is also a public or private road right-of-way line.

.46 General Plan

A comprehensive plan for development of the Town prepared and recommended by the Planning & Zoning Commission and adopted by the Town Council, and includes any part of such plan separately adopted and any amendment to such plan, or parts thereof.

.47 Government Agency

Any agency of a governing body created by a political division or subdivision such as Federal, State, County and Town.

.48 Half-Street

A street having only a portion, usually one-half, of its required right-a-way width dedicated for public use.

.49 Hillside

A part of a hill between the summit and the toe of the slope.

.50 Improvements

Any works designed and/or executed for the purpose of enhancing the value of the property and may include subdivisions, streets with or without curb or gutters, street lights, sidewalks, pedestrian walkways, water mains, sanitary and storm sewers, drainage facilities, grading and earthwork, landscaping, or other community facilities of like nature.

a. On-site Improvements

Any works or improvements as described above undertaken or installed at the location and within the parcel being developed.

b. Off-site Improvements

Any works or improvements as described above undertaken or installed beyond the location and not within the parcel being developed.

.51 Ingress

Means the movement of traffic from the street to the abutting property and the movement from major streets to minor streets.

.52 Land

Any area suitable or usable for some purpose or being held in an undeveloped or unused state, which land is capable of being located, surveyed, staked and described by a legal description.

.53 Land Surveyor,

A person who by reason of his knowledge of the mathematical and physical sciences, principles of land surveying and evidence gathering acquired by professional education or practical experience, or both, is qualified to practice land surveying as attested by his registration as a land surveyor.

.54 Legal Description

A description delineating the location of real property in such a way as to distinguish it from all other pieces of real property and may include description by tract, block and parcel number, or by subdivision and parcel number, or by metes and bounds.

.55 Lot

A parcel of land to be used as a unit and having its principal frontage on a dedicated street or street easement. Where a half-street has been dedicated from such parcel, such shall be qualification for street frontage.

a. Lot, Double Frontage

A lot which extends from one street to another street, existing or proposed, except where non-vehicular access easement has been established on such lot.

b. Lot, Hillside

Any lot or portion of a lot involving a part of a hill between the summit and the toe of the slope where the terrain has a natural slope.

c. Lot, Depth

Lot depth shall mean the shortest distance between the midpoint of each the front and rear lot line.

d. Lot, Width

Lot width shall be the width at the front setback line.

.56 Master Plan

A general development plan that may or may not be presented to the Planning & Zoning Commission or Town Council, identifying design features including but not limited to roads or rights-of-way, lot layout or configurations, topographical features, contemplated development phases/time schedules and relationships to surrounding properties submitted in support of a design concept in preparation of future development/subdivision activity.

.57 Minor Street

A street or road used primarily for direct access and egress to residential, commercial, and industrial areas and having major service functions of loading, unloading, and direct access and egress to abutting property, and being controlled in such fashion as to discourage through traffic and to maintain relatively slow speeds. There may also be provisions for parking on minor streets.

.58 Minor Street Plan

A part of the street and traffic circulation plan that is complementary to and interrelated with the comprehensive plan.

.59 Non-Residential Subdivision

The division of a tract of land into parcels for occupancy by non-residential uses and/or structures whether for sale or for building development for leasing and/or renting.

.60 Parcel

A separate or distinct part or portion of land other than a lot. For the purpose of these regulations the term parcel shall refer to metes and bounds property and shall not have the same meaning as assessor parcel which is used for tax assessment purposes.

.61 Permit

A document issued by a governmental agency granting permission to perform an act or service which is regulated by the Town, County, a State agency or the Federal Government.

.62 Plan

a. Master Development Plan

A preliminary master plan for the development of a community or other large land area, the platting of which is expected to be undertaken in progressive stages. A development master plan may be subject to Commission and Council approval.

b. Area Plans

A planning document adopted by the Town Council as a supplement to the Camp Verde General Plan involving a specific area or region of the Town.

c. Engineering Plans

Plans, profiles, cross-sections and other required details for the construction of public or private improvements, prepared by a registered professional engineer in accordance with the approved preliminary plat and in compliance with standards of design and construction or policies approved by the Town Council.

.63 Planning Commission or Commission

Shall mean the Planning and Zoning Commission of the Town of Camp Verde.

.64 Planning Department

Shall mean the Planning and Building Department of Camp Verde, Arizona.

.65 Planning Director

The Director of the Town of Camp Verde Planning & Zoning Department.

.66 Plat

A map of a subdivision.

a. Preliminary Plat

A preliminary map, including supporting data, indicating a proposed subdivision development and inherent design, prepared in accordance with these regulations.

b. Final Plat

A map of all or part of a subdivision providing substantial conformance to an approved preliminary plat, prepared in accordance with these regulations and approved by the Council prior to recordation.

c. Recorded Plat

A final plat bearing all of the certificates of approval required in Article 4.05 of these regulations and duly recorded in the Yavapai County Recorder's Office.

.67 Private Road

A street within a subdivision which has not been dedicated for public use and is reserved for the use of lot owners within the subdivision.

.68 Property Lines

Those lines outlining the boundaries of properties on lots for the purpose of description in sale, lease, building development, or other separate use of property.

.69 Public Improvement

Any drainage channel, roadway, parkway, sidewalk, pedestrian-way, water system, sewer system, tree, lawn, off-street parking area, lot improvement, or other facility for which the Town or special district may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which Town or special district responsibility is established.

.70 Public Roadway

All road classifications dedicated and accepted by the Town of Camp Verde including local streets, cul-de-sacs, frontage roads, and hillside roads.

.71 Public Sites

Any parcel of land set aside for schools, parks, playgrounds, fire stations, public buildings, or other public purpose.

.72 Public Utility

Private or municipal facility for distribution to the public of various services such as power, heat, light, water, television, telephone, sewage removal, communications, etc..

.73 Radial

A line forming right angles with the tangent of any given arc.

.74 Registered Professional Engineer

An engineer registered in the State of Arizona.

.75 Regulations

Camp Verde Subdivision Regulations as contained herein.

.76 Resubdivision

The changing of design, subdivision name, lot lines, size of lots, or road alignment of any recorded or approved subdivision in Camp Verde.

.77 Reviewing Agencies

Federal, state, county, town, emergency or public service, or private agency consulted for specific comment or response regarding jurisdictional requirements that may affect a subdivision or development proposal as described herein.

.78 Right-of-Way

The entire dedicated tract or strip of land that is to be used by the public for circulation and service. (The length and width of a right-of-way shall be sufficient to provide adequate accommodations for all the physical features to be included in said right-of-way.)

.79 Roadway or Street

That area, whether public or private, between right-of-way lines, dedicated, reserved or provided for roadway purposes and other uses not inconsistent herewith to include in the general sense streets, avenues, alleys, highways, crossings, lanes, roadway easements, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to the public for use as public roadways.

a. Arterial Route

A general term including expressways and arterial streets; an interstate, state, or county highway having regional continuity; any street having considerable continuity and carrying a large volume of vehicles.

b. Collector Street

A neighborhood street with limited continuity and having the primary function of carrying residential traffic from minor streets to arterial routes; a secondary function to provide access to abutting residential properties.

c. Frontage Road

A minor street often paralleling and constructed in close proximity to an arterial route which provides access to abutting property, intercepts minor residential street and controls access to an arterial route.

d. -- Residential Street

A street used primarily for providing access to abutting residential property.

.80 Sidewalk

That paved portion of the right-of-way between the curb lines or lateral lines of the road bed and the boundary line of said right-of-way designed and intended for the movement of and use of pedestrian traffic.

.81 Site Plan

A map depicting the location of existing or proposed improvements in relation to property lines and streets.

.82 Statement of Water Adequacy

Response from the Arizona Department of Water Resources in the form of water "adequacy" either for that subdivision or for the water company (private or public) which will serve the subdivision pursuant to A.R.S. 45-108.

.83 Standard Specifications

The detailed precise written presentation of rules, principles, measures and particulars relating to improvement works as recommended by the Town Engineer and adopted by the Town Council.

.84 Storm Sewer

A channel or conduit, open or closed, necessary, useful, or convenient for the collection and carrying of surface waters to a drainage course.

.85 Street

The entire dedicated public right-of-way, providing for the pedestrian and vehicular movement of people and goods, with a definite separation of these two types of traffic.

.86 Stub Street

A short dead-end street or road, no more than one lot deep in length, formed at the boundaries of a subdivision to provide access to abutting property.

.87 Subdivider

Any person or legal entity who causes land to be divided into a subdivision for himself or for others; files the application and initiates proceedings for the subdivision of land in accordance with the provisions of this Ordinance; and said subdivider need not be the person or persons holding title by deed to land or holding title as vendees under land contract or holding any other title of record if authorized duly as agents; not including any Professional Engineers, Licensed Surveyors, Attorneys, Planners or other professionals engaged to perform work for others pursuant to the requirements of law.

.88 Subdivision

Lands or property divided or proposed to be divided for the purpose of sale or lease as defined in the Arizona Revised Statutes.

.89 Surety

Anything acceptable to the Council deposited as a pledge for the guarantee of construction or completing of subdivision improvements that the Council could, if necessary, convert to a usable medium for construction of said improvements in case of default of agreement.

.90 Topography

The delineation of the vertical and horizontal positions, on the earth's surface, of the natural and artificial features of a given locality, and the configuration of the terrain.

.91 Town

Shall mean the Town of Camp Verde, Arizona, and shall include the Planning Commission and the Town Council.

.92 Town Attorney

The Town Attorney of Camp Verde, Arizona or such attorney designated by the Town Attorney to furnish legal assistance for the administration of these regulations.

.93 Town Engineer

The Town Engineer of Camp Verde, appointed by the Town Council as prescribed by law.

.94 Town Council

Shall mean the Town Council of the Town of Camp Verde, Arizona.

.95 Tract

A piece of land which may be divided into parcels and lots, and/or is set apart as a separate and distinct parcel for a specific purpose in conjunction with an approved subdivision.

.96 Traffic Impact Study or Analysis

A report or study performed by a registered professional engineer or professionally qualified consultant evaluating the potential consequences of vehicular, pedestrian or other traffic volumes and movements and resulting consequences to infrastructure and/or public health, safety and welfare.

.97 U.S.C. & G.G.

United States Coast and Geodetic Survey, now identified as N.G.S., National Geodetic Survey.

.98 U.S.C.S.

United State Cadastral Survey

.99 U.S.G.S.

United States Geological Survey

.100 Variance

A proposed deviation or relaxation of Zoning Ordinance, subdivision regulation, or design standards set out by these or other Federal, State and Town regulations.

.101 Yavapai County Environmental Services Department

Yavapai County agency responsible for reviewing sanitary and water supply facilities or other public or private infrastructural improvements by delegation agreement with the Arizona Department of Environmental Quality.

.102 Zone

A specific use classification established by Camp Verde Zoning Ordinance which limits or permits various and specific uses.
Means the same as "District" in Arizona Revised Statutes 09-462.

.103 Zoning

To partition an area of Camp Verde by ordinance into sections reserved for various uses.

.104 Zoning Regulations

Shall mean the Planning and Zoning Ordinance of the Town of Camp Verde, Arizona.

ARTICLE 3

GENERAL REQUIREMENTS AND PROCEDURES FOR SUBMISSION OF PLATS

300.00 Approval of Subdivision Required

- .01 Until a final subdivision plat, engineering drawings and engineering plans have been approved or a specific development plan in association with an approved preliminary plat of a subdivision has been approved in accordance with these regulations, no person shall subdivide a parcel of land as defined by the Arizona Real Estate Department and A.R.S. Section 32-2101 or file a record of survey, map, or plat for record, and/or sell any part of said subdivision or proceed with grading, construction or site preparation without previous approval of the Town Council of the Town of Camp Verde, AZ as set forth under these regulations.

.02 Duties of Subdivider

While a subdivision is in the preliminary planning state, the subdivider shall consult the Planning & Zoning Director or designated staff representative to determine conformity to the General Plan, which includes but not limited to the Circulation Plan, Minor Street Plan, District Maps, the Zoning Regulations, and compliance with the provisions of these regulations, and requirements for the design and installation of public improvements as required by the Town.

301.00 Master development Plan

- .01 Master Development Plans may be required in association with subdivision proposals as outlined in the Camp Verde Zoning Ordinance.

302.00 Conceptual Plan

A. The purpose of the Conceptual Plan is to determine the feasibility of the proposed development and the capacity of the land to support such development.

B. To avoid unnecessary and costly revisions, the subdivider shall as specified by these regulations submit a conceptual Plan of the proposed development after discussion with the Planning Director or staff. The Conceptual Plan shall be circulated to and reviewed by Town and related reviewing agencies to discover development opportunities or apparent constraints prior to accepting a Preliminary Subdivision Plat submittal. A Conceptual Plan Submittal shall be a precursor to a Preliminary Plat under the following circumstances.

- 1.) Area to be subdivided is greater than 100 acres in size and/or comprises an entire neighborhood.
- 2.) Development tract adjoins different zoning classification(s) with higher intensity/density designation.
- 3.) Project development to occur in multiple phases.
- 4.) Difficult development constraints
 - a. Topography
 - b. Limited or difficult access
 - c. Limited existing or available utilities
 - d. Within FEMA Flood Plain or encumbered by numerous washes or arroyos exhibiting unique drainage constraints
 - e. Sewer not available, or effluent disposal opportunities are limited or constrained

.01 Map Contents

- A. Vicinity Map
- B. Name of development and sketch plan
- C. Location by Section, Township and Range (G&SRB&M)
- D. Reference by dimensions section corners, quarter corners
- E. Boundaries of development clearly identified
- F. North arrow
- G. Scales (both graphic and equivalent inch to feet) using standard engineering intervals. Not to exceed 1" = 200', prefer 1" = 100'. Sheet size no smaller than 24" X 36", no larger than 42" on a side
- H. Date of preparation plus date of any amendments since original submittal

- I. Names, addresses, phone numbers and notation of relationship to development for landowners, subdivider/development agents, engineers, surveyors, land planners, landscape architects, architects, hydrologists or others responsible for design (include registration numbers)
- J. Topography by contours relating to USGS survey datum (shown on the same map as proposed development) include bench mark used. Base information must be sufficient in order to review. Topography shall be depicted 300' beyond project boundary. Topographical information for densities beyond a threshold of 2.42 units per acre (18,000 square foot lots) shall be consistent with Preliminary Plat requirements as outlined under Article 40] of the Subdivision Regulations
- K. Proposed land uses and densities by area as well as ownership patterns surrounding land uses and zoning within 300'
- L. Proposed vehicular, pedestrian and recreational stock traffic circulation plan (access, continuity, traffic flow capacities, secondary emergency access threshold, etc.)

Traffic concept plan to include:

- Overall area map where necessary showing existing and proposed roads and their classification (arterial, collector, residential street) within 1/2 mile of project boundaries. Scale not to exceed 1" = 2,000'
- Identify legal primary and secondary access Opportunities, as well as existing or proposed street right-of-way widths
- In narrative form, identify general traffic impacts to adjacent property and existing roads, as well as high traffic generation points on site
- Identify existing or proposed trail networks and open space features affected by or intended to be implemented as part of future subdivision design.

(NOTE: The Plan may be graphic and/or narrative)

M. Drainage Concept Plan

Illustrate and discuss in narrative form the proposed methods of handling storm drainage and floodplains that affect property

- Depict general pre and post development drainage patterns and flow direction(s)
 - Identify potential detention facilities, where necessary.
- N. Identify in chart or note form on the Conceptual Plan Map the following:
- Total acreage, acreage for each use and each phase
 - Number units/lots for each type of use and phase
 - Average area per lot/unit proposed
 - Percent open space, if any, exclusive of rights-of-way, roadways, building envelopes, and parking areas
 - Water source (if new source indicate potential well field and storage tank on Conceptual Plan)
 - Method of refuse removal
 - Sewer service provider and type, if available
 - Fire District
 - Proposed utilities available and provider
 - Identify site conditions, i.e., rock outcroppings, major drainage features, etc.
- O. Requested Variances and Waivers or known deviations from design standards.

303.00 Additional Requirements

- 01 Eighteen (18) copies of the Conceptual Plan shall be submitted to the Planning and Building Department. Within fifteen (15) working days from deposit of the Conceptual Plan, the Plan shall be evaluated and discussed in a formal meeting between the applicant(s), reviewing agency representatives and the planning staff. Upon receipt of reviewing agency comment, the Planning Director or staff designee shall compile agency comments and respond to the applicant or agent as the proposed project relates to the following:

A. General Plan or Specific Area Plan(s)

B. Suitability of the site for development, proposed/existing and potential development opportunities and constraints

C. The improvements, design and dedication required by Town Improvement Standards

D. Zoning requirements

.02 In accordance with A.R.S. Section 9-474 through 479 if the plat is within three (3) miles of the corporate limits of a city or town having subdivision regulations, the Planning Director shall submit a copy of the Conceptual Plan to said community for review

E. Drainage Requirements

A phase 1 drainage report in accordance with the requirements of the Yavapai County Flood Control District shall be submitted as set forth herein in conjunction with a conceptual plan.

1. Drainage Report

The developer or subdivider shall submit a phase 1 drainage report prepared by a registered Arizona professional engineer consistent with the Flood Control District requirements.

The purpose of a Phase 1 Drainage Report is to review at a conceptual level the feasibility and design characteristics of the proposed subdivision.

The drainage study shall identify off-site contributing drainage areas on a 7 1/2' U.S.G.S. Quad Map; analyze existing hydrology conditions and approximate developed hydrologic conditions to make decisions relative to detention; illustrate location of proposed drainage facilities to convey run-off through the site (no sizing of facilities needed); and provide text generally describing the drainage aspects of the site, methods for handling run-off, hydrological methods, and floodplains that affect the property.

304.00 Approval of Conceptual Plan

01. On or before the twentieth day after the Conceptual Plan submittal date, the Planning Director shall determine whether or not the Conceptual Plan meets the purposes of these regulations and related Town Ordinances and design specifications and shall, where the Director deems it necessary, make specific recommendations to be incorporated by the applicant into a revised Conceptual Plan or Preliminary Plat submittal. No response from reviewing agencies within the prescribed review period shall be construed as having no objection to the continued processing of the Application.

305.00 Denial of Conceptual Plan

If the Planning Director determines that the Conceptual Plan submittal is not consistent with the Town's General or Specific Area Plan(s) and/or determines that the proposed development does not meet Town improvement/design specifications the Planning Director may deny the Conceptual Plan application or request modifications to be incorporated into a revised Conceptual Plan prior to authorizing a Preliminary Plat submittal.

306.00 Appeal

If the project developer objects to a decision by the Director to deny a Conceptual Plan or recommended modification to same, the Directors's decision may be appealed to the Planning and Zoning Commission. Upon receipt of a written statement of objection, the matter shall be placed on the agenda for the next available Planning and Zoning Commission Meeting. If the developer objects to the recommendations of the Planning and Zoning Commission the Commission's recommendation may be appealed to the Board of Adjustments and Appeals.

307.00

The Preliminary Subdivision Plat

Preliminary Plat to be submitted

After the pre-application conference and general approval of the Conceptual Plan and Master Development Plan, if required, the subdivider shall cause to be prepared a preliminary plat of the proposed subdivision and other exhibits as hereinafter specified, and shall submit to the Planning Department a preliminary plat application with thirty (30) copies of the Preliminary Plat and two (2) copies of all required supplementary materials as outlined under Article 311.00 of these Regulations. Processing will not commence until all required documents are received.

- .01 - If during processing deviations from the requirements of these regulations are noted, the developer or his representative shall be notified in writing of the appropriate action necessary on his part for the continuation of said proceeding.
- .02 - The preliminary subdivision plan shall as a minimum meet the standards for design and the requirements for the construction of public improvements as set forth by these regulations, Town Engineer, Flood Control District, Environmental Services Department, local fire districts or State Fire Marshal and County Health Department requirements and shall conform to the design, conditions, and authorized changes as set forth and approved in the conceptual plan phase of subdivision application and these regulations.

308.00 Exception or Special Circumstances

Any plan submitted with a deviation(s) from the Subdivision Regulations or deviation(s) from required improvements, shall be accompanied by an application for exception or waiver from these regulations or associated design or improvement standards.

1. Any person seeking an exception or exceptions to the requirements of these regulations shall file two (2) copies of said application with staff in concert with the preliminary plat application.

2. The Application shall be a request for an exception to a circumstance actually delineated on the preliminary plat, subsequent final plat or other plans as submitted. Requests shall not be in the abstract but shall include the specific reason for each and every exception requested. The Planning Staff shall accept the application for each and any exception, as herein described, and initiate or continue the processing of a subdivision plan as long as the plan complies with all other requirements.

3. The Applications for exceptions may be reviewed simultaneously with the conceptual plan and formally considered by the Commission during preliminary plat consideration or may be heard separately at the subdivider's request or as recommended by the Planning Director.

4. The Commission may recommend that the Town Council authorize exceptions to any of the requirements in these regulations. In order to do so, it shall be necessary for the Commission to find the following facts with respect thereto:

a. There are special circumstances or conditions affecting said property, and

b. That the granting of the exception will not be detrimental to the public safety, health and welfare or injurious to other property in the area in which said property is situated, and

c. That it will not have the effect of nullifying the intent and purpose of the Town's General Plan or these regulations.

309.00

Council and Commission Action, Subdivision Exceptions

1. The Commission shall forward a recommendation to the Town Council regarding approval or denial of the application for exception of any portion of these regulations.

2. Upon receipt of the Commission's recommendation the Town Council may approve or deny the request for exception. The Council may approve the preliminary subdivision plat and associated plans with the exceptions and conditions deemed necessary to substantially uphold the objectives of these regulations.

310.00-- Data Requirements

The preliminary plat shall be clearly and legibly drawn to a scale of 1"=200'; or 1"=100'; or 1"=50'. A scale of 1"=100' is preferred. Whenever possible, scales should be adjusted to produce an overall drawing not exceeding 36" x 42" in size, providing sufficient detail can still be shown.

.01 Map Contents

1. Proposed name of subdivision and its location by section, township and range; small scale vicinity map showing relative location of the plat; reference by dimension and bearing to section corners and quarter-section corners; and subdivision boundaries clearly identified.
2. Name, address and phone number of landowner (and subdivider, if not the same).
3. Name, address and phone number of engineer, surveyor, landscape architect or land planner preparing the plat, including registration number.
4. Scale, north point and date of preparation, including dates of any subsequent revisions.
5. Topography by contours relating to USGS survey datum, or other datum approved in writing by the Town Engineer, to be shown on the same map as the proposed subdivision layout. Location and elevation of the bench mark used should also be shown on the plat. Acceptable contour interval; grades up to 5%, 2 feet; 5% to 15% grades, 5 feet; grades over 15%, 10 feet. Source and date of topography shall be noted on the Preliminary Plat. Datum basis shall be noted. Whenever practical, elevations should be based on U.S.C. @ G.S. or N.G.S. datum. At least one permanent benchmark shall be included as part of the Preliminary Plat. Regular U.S.G.S. topographic maps, enlargements or similarities of same will not be acceptable as the source of topography.
6. Drainage related items:

Flood hazard and 100 year floodplain areas, if any, shall be delineated on the preliminary plat and finished floor elevations for building pads shall be identified within flood hazard areas.

7. Location, widths, ownership status and names of all existing streets and improvements therein; railroads; recorded utility or other easements or rights-of-way, including any existing facilities therein; public areas; all existing structures, with an indication of whether or not they are to remain; and Town corporation lines within or adjacent to the tract. Access road to the proposed subdivision shall be described to its intersection with a public road right-of-way.
8. Name, book and page numbers of any recorded subdivisions within or having a common boundary with the tract, or notation "unsubdivided" where appropriate.
9. Location, width and names of proposed streets, alleys, drainage ways, cross-walks and easements including all connections to adjoining platted or unplatted tracts. A typical cross-section shall be depicted on the plat where applicable describing the aforementioned improvements.
10. Lot layout: including minimum building setback lines related to all streets; typical lot dimensions (scaled); dimensions of all corner lots and lots on curvilinear sections of street; each lot numbered individually and total number of lots shown.
11. Designation of all land to be dedicated or reserved for public or semi-public use, with use indicated.
12. Reference by note to source of proposed electricity, gas, telephone service, solid waste disposal, police and emergency service agencies.
13. If plat includes land for which multi-family, commercial or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification, present district boundary lines and status of any pending zoning change.
14. Sewage Disposal: It shall be the responsibility of the subdivider to furnish the Yavapai County Environmental Services Department such evidence as that Department may require for its satisfaction as to the design and operation of sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat.

- a. Subdivisions Utilizing Septic Tanks: Where the proposed sewage disposal system will be by individual lot septic tanks, the result of the percolation tests and test boring logs as required by the County Environmental Services Department shall be submitted with the preliminary plat. Where alternate systems are contemplated necessary supporting information to the Environmental Services Departments' specifications shall be provided for review and approval in concert with Preliminary Plat evaluation.
15. Water Supply: It shall be the responsibility of the subdivider to furnish the Environmental Services Department such evidence as that Department may require for its satisfaction as to the facilities for supplying domestic water. A statement as to the type of facilities proposed shall appear on the preliminary plat.
16. Solid Waste Disposal: Subdivider shall indicate distance and location of refuse disposal area. In addition, method of collection must be indicated.
17. Engineering plans submitted in support of the preliminary plat shall be prepared under the direction of and signed and sealed by a professional engineer.

311.00 Additional Requirements and Accompanying Statements

The following material shall accompany the submission of all preliminary plats. If this data is not included on the preliminary plat, then two (2) copies are required. Supplemental submittals at this stage, such as grading, drainage or road plans, should be preliminary plans, not construction plans. They are the type of plans needed to evaluate the viability of the preliminary plat and allow the reviewing agencies to make reasonable decisions. The plans may generally be prepared using scaled distances and elevations taken from the topographic map used for the Preliminary Plat. When possible, they should be at the same scale as the preliminary plat. All supplemental submittals must be consistent with each other and the Preliminary Plat.

1. The existing uses of land and existing zoning.
2. Preliminary draft of proposed deed restrictions or protective covenants to be incorporated in the final plat submittal, including provisions for use and maintenance of commonly-owned facilities, if any.

3. A statement regarding availability of utilities and the direction and distance thereto and preliminary letters of serviceability shall be submitted in conjunction with the application.
4. A list of the proposed street names.
5. Preliminary Grading Plan: A preliminary grading plan shall be required when cuts or fills will exceed 5' in height or will extend outside of the normal street right-of-way. The preliminary grading plan shall be in sufficient detail to convey the extent of grading activities such that their impact can be evaluated by the reviewing agencies. The Plan shall include existing and finish grade contours and limits of cut and fill areas. Driveway and building locations shall be shown when topographic or other constraints will require specific locations or site grading. A geotechnical report shall accompany the grading plan to support the slope stability assumptions of the grading plan.
6. Preliminary Road Plans: Grades shall be given to the nearest whole percent grade. A profile sheet coinciding with the roads as shown on the Preliminary Plat or separate plan and profile sheets shall be prepared at a scale sufficient to allow evaluation of the proposed roads. Proposed drainage structures within the right-of-way shall be shown on the preliminary road plans. The Preliminary Grading Plan may be shown on the Preliminary Road Plans if all of the grading will be related directly to the roads. The reviewing agency's interest in these plans are: 1) height, stability and slope of cut fills, 2) affected drainage patterns, 3) potential roadway geometric problems, 4) impacts of the roads on adjacent lots, property and access, 5) relationship of drainage to roadways, 6) other items that may be specific to the roads in the specific subdivision.
7. Preliminary Utility Plans: A Preliminary Utility Plan shall be prepared to illustrate the proposed location of utilities and verify that the necessary easements and right-of-way are proposed on the Preliminary Plat. It is recognized that final utility locations are decided by the individual utilities, but the objective of the Preliminary Utility Plan shall be to encourage cooperation in planning by the various utilities.
8. Preliminary Drainage Plans: The Preliminary Drainage Plan shall be part of a Phase II Drainage Report in accordance with the requirements of the Yavapai County Flood Control District.

A. Drainage Report

The developer or subdivider shall cause the preparation and submittal of a phase II drainage report by a registered professional engineer consistent with the Flood Control District requirements.

The purpose of the phase II drainage report is to identify and define development opportunities or constraints and provide conceptual solutions to the problems which may occur on-site and off-site as a result of development.

Drainage studies shall analyze all drainage basins with a tributary area of 10 acres or more at the point that they enter the subdivision. Internal basins shall be analyzed when the drainage basin exceeds 10 acres in size as well as smaller basins where drainage improvements are proposed.

The study shall also identify, discuss, and illustrate facilities proposed to handle drainage such as roadside ditches, culverts, curb and gutters, drainage channels, or other methods (approximate sizes of facilities needed).

It may also be necessary to determine areas where floodplain delineations may be appropriate and to justify the method used to calculate and identify the hazard areas (detailed study, approximate study, drainage path). Floodplain or drainage path delineations shall conform to the following normal size limitations:

DETAILED DELINEATION: Drainage basin greater than 160 acres in size.

APPROXIMATE DELINEATION: Drainage basin between 40 and 160 acres.

DRAINAGE PATH: Drainage basin between 10 and 40 acres.

The size limitations for the various types of delineations may be adjusted up or down depending on the conditions of the specific subdivision with the approval of the District. The Drainage Report shall set forth the rationale for varying from the normal limits. Incidental drainage paths involved with drainage basins less than 10 acres and resulting design recommendations/decisions shall be addressed by the consulting engineer with final judgement concerning low and shallow flows and related easements or facilities to be the responsibility/discretion of the engineer.

Easements shall only be included on the plat when constructed or natural drainage facilities are present that may require maintenance for the proper operation of the overall drainage system and/or where future construction or reconstruction of the drainage facility, whether constructed or natural may be necessary. Easements normally shall be required for any constructed facility with a tributary area of more than 10 acres or that carry flows that have been collected from public facilities. It is encouraged that the desired or recommended methods of site development or construction to promote a flood-free habitable structure be set out by the design engineer in the drainage report.

B. Floodplain Study

Floodplain studies may be required when the size of drainage basins, as identified in the drainage study, is such that delineation of a floodplain is necessary and then only if floodplain delineations have not already been completed by other agencies. Criteria and evaluation methods for delineating floodplain areas are as follows:

DETAILED FLOODPLAIN DELINEATION: In circumstances when drainage areas are greater than 160 acres in size and structures may be constructed within close proximity to the watercourse or in the flood fringe a detailed study shall be performed and the floodplain area shall be delineated on the preliminary subdivision plat. If the development plan clearly precludes building in the floodplain area, such as when the flow is totally contained in a well-defined wash, the drainage basin size requirement for a detailed study may be increased. If the development plan includes buildings in close proximity to a watercourse, the watercourse is unstable or other unusual conditions affecting drainage exist, the drainage basin size requirement for a detailed study may be decreased.

APPROXIMATE FLOODPLAIN DELINEATION: A detailed study may not be necessary for locations with a tributary drainage basin of 40 to 160 acres, but may be utilized for larger areas as noted above.

DRAINAGE PATH DELINEATION: Drainage path delineation may be used for areas with drainage basins more than 10 acres and less than 40 acres in size. The constraints within the drainage path shall be specified on the plat in the form of a width restriction along the flowpath consistent with the amount of flow it would carry; or a minimum elevation requirement for structures above the flowline of the watercourse.

9. Traffic Impact Analysis: A traffic impact study shall be performed in accordance with "Traffic Impact Analysis for Proposed Development", ADOT, Highway Division, Traffic Engineering Section, 1991. The Town Engineer may waive the requirements of ADOT analysis on a case-by-case basis. In cases where the proposed subdivision streets intersect a State or Town highway the traffic impact analysis shall be performed as outlined above. In instances where the interior subdivision streets do not intersect or adjoin a State or Town highway the level of detail for the traffic study and its content shall be at the discretion of the Town Engineer.

The traffic study shall be funded by the developer or property owner and upon submittal to the Planning and Zoning Department shall be transmitted to and reviewed by the Town Engineer's office. Copies shall be made available to other governmental agencies which may be affected by increased traffic.

Generally the following criteria are considered when determining if a traffic impact study is warranted:

- significant changes in land-uses are proposed or higher density zoning is sought.
- Town arterial highway access is requested or the existing location of access to the property is changed.
- The proposed increased activity or intensity of development will significantly impact vehicular or pedestrian traffic on County roads.
- A total of 100 or more vehicular trips during an A.M. or P.M. peak hour will be generated by the proposed development.

The subdivider shall be required to provide financial assurances or complete the installation of any improvements determined necessary to maintain or improve traffic operations and traffic safety functions in direct proportion to the impact caused by the proposed development.

10. Any waiver or variance from approved construction standards or these regulations such as zoning, roads, flood control, etc. shall be in the form of an application of exception specifying each requested waiver or variance and associated justification.
11. The type or form of assurance that will be made for completion of improvements in a subdivision in accordance with A.R.S. Section 11-806-01 and Article V of these regulations.
12. Two copies of a preliminary title report or a policy of title insurance issued by a title insurance company within the preceding thirty (30) working days to the owner of the land, covering the land within the subdivision and showing all record owners, liens, and encumbrances. The preliminary title report shall contain schedule B indicating the status of legal access to the proposed subdivision.

312.00 Distribution of Maps and Accompanying Material for Evaluation

- 01 When the preliminary subdivision plat and accompanying material are received by the Planning Director, copies of the subdivision map and accompanying material shall be transmitted to the following agencies: Town Engineer; County Health Department or Environmental Services; Arizona Department of Transportation if it contains or abuts a state or federal highway; utility companies; Town Road Superintendent; Soil Conservation District; State or Federal land management agency if adjacent to public lands; State Fire Marshal or Camp Verde Fire District; State Department of Water Resources, and other interested or affected agencies as deemed appropriate by the Director. Interested agencies shall have twenty (20) working days, from the date received by the Planning and Zoning Department, to complete their report. Agencies shall submit an evaluation report to the Planning and Zoning Director. No reply by an agency within the time limit specified shall be construed as having no objections from that department to approval of the Preliminary Plat.

- 02 In accordance with A.R.S. Sections 9-474, 479, if the plat is within three (3) miles of the corporate limits of a city having subdivision regulations, the Planning and Zoning Director shall submit a print of the preliminary plan to said city for its review.
- 03 When all replies have been received or the specified date of reply reached, the planning staff shall prepare a correlated report, including replies or comments from all departments and other agencies; and, if the proposed plan is in conformance, shall put it on the agenda for the next scheduled Commission meeting.
- 04 Following receipt of reviewing agency comments, the Planning Staff shall coordinate a meeting between the subdivider and/or his agent and the various responding agencies for the purpose of clarifying outstanding issues arising from subdivision plat review. The purpose of this coordination meeting is to promote compliance with the content of these regulations and attempt to reach consensus on issues prior to presentation to the Planning & Zoning Commission. The meeting shall be scheduled a maximum of one (1) week following the due date for reviewing agency comments.
- 05 Processing of Revised Preliminary Plats: If recommended changes, additions, or minor revisions are necessary, three (3) sets of revised prints shall be submitted and distributed for review as with the original submittal. All revised preliminary plans and/or revised accompanying material shall be received at least twelve (12) working days prior to the Commission meeting date at which the developer desires to be heard. The interested agencies shall have five (5) working days, from the date received, to review the changes and present their evaluation to the Planning and Zoning Director. If no reply is received from an interested agency within the time limit specified, the department will be considered as having no objection to continuing processing and approval of the preliminary plat.

313.00 Commission Review and Recommendations Upon the Preliminary Plat Application

The subdividers or their representatives shall be notified by mail five (5) days prior to a meeting of the time and place of the public hearing at which the matter is set for review of the preliminary subdivision plat.

The Commission shall, upon said review or such further meeting to which said matter may be continued, hear or consider all evidence relating to said preliminary subdivision plan.

- A. If satisfied that all objectives of these regulations have been met, the Commission may approve the Preliminary Plat and shall submit recommendations to the Town Council.
- B. If the Commission finds that the plan requires revision, the plan shall be held over or continued pending revision, resubmittal, processing, or for other reasons.
- C. A copy of the report shall be filed with the Town Clerk and minutes setting out action of the Commission shall be transmitted to the Council, to the subdivider and/or owner and to departments or agencies as may be deemed advisable by the Commission.

314.00 Action by Town Council on the Preliminary Subdivision Application

On receipt of the report and recommendation by the Commission the Council shall approve, conditionally approve or reject the Preliminary Subdivision Plat application. If the Council determines that said preliminary plat is not in conformity with these regulations or associated design criteria or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefor; and shall advise the subdivider in writing of such disapproval and of the reasons for such disapproval. If an application is rejected by the Town Council the new filing of a subdivision application for the same parcel(s) or any part thereof, shall follow the aforementioned procedures and shall be subject to the required fees.

Preliminary plan approval is based upon the following terms:

- A. The basic conditions under which the preliminary plat is granted will not be changed prior to expiration date of the approval.
- B. Approval is valid for a period of twenty-four (24) months from date of Council action.
- C. Preliminary approval may, upon written application to the Commission by the subdivider and subsequent council approval, be extended in one year increments if, in the opinion of the Commission and Council, there is no change in conditions within or adjoining the preliminary plat that would warrant a revision in the design of the original preliminary plat.

The Council approval of the preliminary plat shall specify that minimum Town standards for required improvements shall be completed prior to approval of the final plat; or an agreement shall be arrived at prior to said approval assuring construction of the above improvements, utilizing one or more of the methods described in Article V.

If any other improvements are required at this time by the Council, they shall be so specified.

The action of the Council shall be taken at its next succeeding regular meeting after receipt of the Commission's report or at any special meeting at which the Council may desire to hear it.

ARTICLE 4

REQUIREMENTS AND PROCEDURES FOR PROCESSING AND RECORDING OF FINAL SUBDIVISION PLATS

400.00 The Final Plat Process

The final plat stage includes submittal, review and approval of the final plat and required supporting documents by the Town Council, and recording of the plat with the County Recorder.

This process also includes the approval of the construction plans, inspection(s) and release of assurances for the required site improvements.

.01 Final Plat Submittal

Within two (2) years after approval or conditional approval of the preliminary subdivision plat, a final plat may be prepared in accordance with:

- A. The preliminary subdivision plat as approved, with only minor authorized changes allowed and with any stipulations attached thereto.
- B. These regulations.
- C. Any applicable Town Ordinance or Regulation and State or Federal Laws.

Upon application to the Commission and prior to the expiration of the two (2) year limit, if a final plat has not been submitted and approved for any part of the approved preliminary plat, extensions of time may be granted by the Council in two (2) year increments, if the subdivider is actively pursuing and/or processing a final plat. If such action is not taken, then all proceedings relating to the plat shall be terminated and a preliminary subdivision plat would be required to be submitted and approved prior to processing the final subdivision plat.

.02 Phased or Incremental Plat Development

For any approved preliminary subdivision plat, the final plat may be submitted for approval progressively in units, each processed as a separate final plat.

Upon recording of a final plat for the first unit of an approved preliminary plat, subsequent final plats may be prepared for the remaining units in accordance with the approved preliminary plat where the subdivider is proceeding in accordance with the development schedule approved with the preliminary plat and/or where there have been no material changes to the Camp Verde Subdivision Regulations, town improvement standards or adjoining land-uses that warrant a review and possible redesign of the preliminary plat. Status review will be conducted by the Planning Director with the subdivider at two (2) year intervals. If the owner is proceeding with the project as planned the preliminary plat approval shall remain in force and effect. If there are delays in the development schedule the matter will be presented to the Planning & Zoning Commission and Town Council for review and consideration to approve a revised development schedule or revoke the Preliminary Plat approval.

.03 Final Plat and Associated Material Submittals

When a final plat consists of two (2) or more sheets, one key map showing the relation of the sheets shall be placed on the first sheet.

The developer shall submit ten (10) copies of the final plat to the Planning Department to be checked. The staff shall refer prints of the final plat and support documents to the County Health Department and/or Environmental Services, Town Engineer, County Flood Control District Administrator, County Assessor, County Treasurer, County Special Districts Administrator, if applicable, and other official, reviewing or interested agencies for their evaluations as to conformance of this plat to the approved preliminary subdivision plat and these Regulations.

In accordance with A.R.S. 9-474-479, if the plat is within three (3) miles of corporate limits of a city having subdivision regulations, the Planning and Zoning Director shall submit a print of the final plat to said City for its review.

All plats, plans, fees and accompanying documents shall be received by the Planning Department at least forty-five (45) calendar days prior to the regular Council meeting, at which the developer desires to be heard. The submittal will not be scheduled to be heard unless it contains all of the required information and is found to be in compliance with all applicable requirements in accordance with the procedures set forth herein.

.04 Additional Requirements and Accompanying Statements

At the time of depositing the ten (10) prints of the final plat with the Planning staff, the subdivider shall also file therewith the following accompanying material:

A. Two copies of an updated title report or a policy of title insurance issued by a title insurance company within the preceding thirty (30) working days to the owner of the land, covering the land within the subdivision and showing all record owners, liens, and encumbrances. The title report shall evidence that there is legal/permanent access to the proposed subdivision.

B. A copy of any covenants, conditions and restrictions (CC & R's) to be recorded;

C. Five (5) copies of a memorandum showing the total area of the subdivision, and, showing the area of each lot to the nearest hundredth of an acre, if greater than one acre; or showing the area in square feet if less than one acre.

D. Six (6) sets of prints of the construction plans of all improvements required and prepared in accordance with Town Ordinances, Flood Control District Regulations, Arizona Department of Environmental Quality Standards, applicable to the Town's delegation agreement and any/all other construction standards or specifications as adopted by the Town Council and in force and effect. In addition to the construction plans, two (2) prints of the plans for all off-site improvements to be constructed will be required. The plans will show such details as required by the Town's Adopted Standards and Specifications, and, will show land ownership, existing or proposed right-of-way limits, and other features affecting the establishment and construction of such required off-site improvements.

E. A cost estimate for constructing the required site improvements, signed and sealed by a professional engineer who is registered to practice in the State of Arizona. The cost estimate and method/type of assurance shall be approved by the Town Engineer and/or Town Attorney prior to approval of the final plat.

The actual assurance must be executed and presented to the Town of Camp Verde before the subdivision plat is recorded. (See Article V regarding cost estimates and assurances).

F. The fee(s) for processing and review of the final subdivision plat and supporting documents shall be submitted with the plans to initiate the review process;

G. If private roadways are proposed in the development, then provisions for perpetual roadway maintenance shall be provided for in the Property Owners Association (or other legal entities) organizational Articles of Incorporation must be acceptable to the Town of Camp Verde, and shall be submitted with the final subdivision plat;

- H. A Subdivision plat shall be submitted in a digitally compliant format. The format that will be accepted is the "Drawing Exchange File" (DXF) format. This file format is a Standard Drawing Exchange format between many major computer aided design software packages, i.e., AUTOCAD, Microstation and VERSACAD. The submittal will be in compliance with standard data conversation that will be used by the Town of Camp Verde Geographical Information Department.
- I. The licensed surveyor who certifies the boundary survey on the plat shall also submit the mathematical calculations of each boundary, lot and tract closure. The calculations shall contain enough data in order to follow and recalculate the method used to determine closure. Calculations shall be bound and the cover stamped by the appropriate professional. These calculations will then become a permanent part of the subdivision records.
- J. A final or Phase 3 Drainage Report shall be submitted in conjunction with final construction plans in accordance with the requirements of the Flood Control District. The purpose of the Phase 3 Drainage Report is to update the concepts, provide all information as outlined in Section 2.3 not previously provided and to present the design details for the drainage facilities discussed in the Phase 2 Drainage Report.

2.05 Form of Final Plat

The final plat shall conform to all the following provisions or show the following:

The final plat shall be submitted on a transparent and/or reproducible material and of archival quality; And shall be on a sheet or sheets measuring twenty-four by thirty six inches, with a left margin of two (2) inches and be drawn to an accurate scale not to exceed two hundred feet to the inch. A scale of 1" = 100 feet is preferred. The final plat shall include dedications, affidavits, certificates and acknowledgments. All stamped or written matter, including signatures, shall be made with opaque ink so that legible blue line prints may be obtained therefrom. All final plats shall be drawn to reasonable accuracy standards, consistent with acceptable professional standards. The plat will need to be of a scale to insure the size of letters will be legible when microfilmed.

Every sheet comprising the plat shall bear the title (but not subtitle on subsequent sheets), scale, North point, legend, date of plat preparation, sheet number, and the number of sheets comprising the plat. Its relation to each adjoining sheet shall be clearly shown. The basis of bearings shall also be noted in the legend.

The title of each plat shall consist of the subdivision name placed at the top of each sheet. Below the title on the first sheet shall appear a subtitle consisting of a general description of all the property being subdivided by reference to governmental subdivisions or portions thereof; by sections, townships and range; or by reference to subdivision plat previously recorded in the office of the Recorder of Yavapai County. In addition, a small scale location or vicinity map, showing the relative location of the subdivision with respect to township, range, section, and any access roads, shall be shown on the face sheet.

Location and description of section or quarter corner, either found or set, and ties to such corners, all dimensions, angles, bearings, basis of bearings and similar data on the plat shall be referred, indicated and referenced. Boundaries of the tract to be subdivided shall be fully balanced and closed, showing all bearings and distances determined by an accurate survey in the field. Corners of the subdivision shall be noted, and monuments found or set shall be indicated and described; two (2) corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter section corners or suitable monuments acceptable to the Town Engineer.

The final plat shall indicate if the lot corner monuments have been or are to be set. If the lot corners are set this should be included in the surveyor's certificate. If they are not set an estimate and assurance must be provided.

.06 Final Plat Contents

Presentation of the plat shall be neat, clear, legible, and complete in all respects and shall be sufficiently detailed to include, but shall not be limited, to the following:

- A. Tract boundary lines, lot and parcel lines, easement lines, street centerlines, and section lines, all showing accurate bearings and dimensions with dimensions expressed (rounded) in feet and decimals thereof to the hundredth;
- B. The total area of the subdivision, and, showing the area of each lot to the nearest hundredth of an acre if greater than one acre; or showing the area in square feet if less than one acre.

- C. Width of streets, width of easements and indication of their purpose, angle, radius, tangent, and length of all curves;
- D. Location and description of existing or found monuments, such as section corners and subdivision boundary corners, elevation of bench marks for a condominium development, existing rights-of-way and easements, if any. Easements shall be clearly dimensioned, labeled, and identified, and, if already of record, properly referenced to the record. If any easement is not definitely located of record, a statement of such easement shall appear on the title sheet;
- E. Where there are contiguous developments, show name of the subdivision with reference of record, street right-of-way lines, street names, street width, easements clearly dimensioned, labeled, and identified, if any; and if unsubdivided so note,
- F. The legend shall specify the type of monuments used;
- G. The boundary of the subdivision shall be indicated by a heavy line, recognizable as a border clearly showing the boundary of the subdivision and all of the property being offered for dedication for public use and/or as easements. Such boundary shall not interfere with the legibility of figures or other data;
- H. Any excepted parcel(s) within the plat boundary shall be accurately depicted by bearings and distances on the plat;

.07 Lot Layout

Each lot shall be numbered as per the approved Preliminary Plat and each block may be numbered or lettered. Each street shall be named. All lots not intended for sale or resale for private purposes, and all parcels offered for dedication for any purpose, public or private, and any private streets permitted shall be so designated. Label and identify all lots, parcels, tracts, excepted parcels, etc. for ease of description and to insure no misunderstanding about intended use, ownership, or maintenance.

Drainage Report

The limits of any 100 year floodplain identified using the standards set forth by the Director of the Arizona Department of Water Resources Requirement for Floodplain Delineation in Riverine Environments, together with the base flood elevation, shall be illustrated in the final plat. The regulatory elevation for the most critical location within each lot shall be shown on each lot that is impacted by the floodplain. A note shall also be placed on the plat indicating that "Floodplain limits, base flood elevations and regulatory elevations may be revised by subsequent studies approved by the Yavapai County Flood Control District."

Final plats shall also show all drainage easements in conformance with the approved Preliminary Plat with the associated dedication language. The actual dedication language should be related to the type of drainage facility and method of maintenance.

The plat shall also show other data that is required by law.

Final Plat Ratification and Dedication Certificate

The following Certifications, Acknowledgements, Dedications, Acceptances, and all others now or hereafter required shall appear on the final plat. Such certificates may be combined when appropriate.

A certification or ratification signed and acknowledged by all parties having any record title interest in the land subdivided consenting to the preparation and recordation of said Plat. Certain rights-of-ways, easements, or other interests may be acknowledged by appropriate endorsements on the Plat.

A certificate signed and acknowledged as above offering for dedication to the public all parcels intended for public use. [Preferred examples of Dedication and/or Owners Statements provided in Appendices]. These examples will need to be tailored to the specific conditions and circumstances of individual final plats.

A certificate for execution by the land surveyor and/or professional engineer of record as follows:

Certificate of Land Surveyor

This is to certify that the survey of the premises (property) described and platted hereon was made under my direction and supervision and are 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.

Registered Land Surveyor

Date

.11 Engineers Information

The final plat shall contain the name and registration number of the registered professional civil engineer(s) who prepared the preliminary plat and is responsible for the engineering that is necessary in preparation of the proposed subdivision.

A certificate for signature by the Town Engineer and Planning Director as follows:

This plat has been checked for conformance to the approved preliminary plat and any special conditions attached thereto, to the requirements of the Camp Verde Subdivision Regulations, and to any other applicable regulations, and appears to comply with all requirements within my jurisdiction to check and evaluate.

By (Town Engineer) Date

By (Planning Director) Date

A certificate to be signed by the Town Clerk.

I, _____, Town Clerk of the Town of Camp Verde, hereby certify that said Town Council approved the within plat on the _____ day of _____, and accepted on behalf of the public all parcels or tracts of land offered for dedication for public use in conformity with the terms of the offer of dedication.

Town Clerk _____ (year)

A certificate to be signed by the Mayor of Camp Verde:

ASSURANCE:

Satisfactory Assurance in the form of _____
from _____ in the amount of \$ _____ has been
provided in the full amount necessary to guarantee the installation
of (streets), (water), (sewer) and all required improvements in
this subdivision. (Electric) (Phone) utility services have been
assured by letter from the appropriate utility company.

By: _____
Mayor

Date _____

Attest: _____
Town Clerk

Certificate for Assured or Adequate Water Supply

FINAL PLAT FOR A SUBDIVISION LYING WITHIN DESIGNATED ACTIVE WATER
MANAGEMENT AREA SHALL INCLUDE THE FOLLOWING

A Certificate of Assured Water Supply has been received from the
Arizona Department of Water Resources and filed pursuant to A.R.S.
45-576 Subsection "B".

DATE DIRECTOR OF PLANNING AND ZONING

--OR--

This Subdivision is located within an area designated as having
Assured Water Supply, pursuant to A.R.S. 45-576 Subsection "B".

DATE DIRECTOR OF PLANNING AND ZONING

IF SUBDIVISION IS OUTSIDE DESIGNATED ACTIVE WATER MANAGEMENT AREA,
THE FINAL PLAT SHALL INCLUDE THE FOLLOWING:

This Subdivision is not within a designated Active Water Management
Area. A statement concerning water adequacy has been received from
the Arizona Department of Water Resources (pursuant to A.R.S. 45-
108) stating the water resources are (adequate or inadequate) for
this subdivision.

The head of each Town department who has received a copy of the final plat and applicable supporting plans and documents has been requested to reply will determine, within twenty (20) working days from the date material is received by the Planning and Zoning Department, as to whether or not the material is acceptable and will transmit a statement thereon to the Planning Director. Failure of any department to reply within the time specified will be interpreted as no objection by the department to the plat as submitted. The Planning Director shall inform the developer:

- A. As to any changes or additions necessary; or
- B. That he may submit the original tracing.

If significant changes or additions are necessary, such as design variation from the approved preliminary plat, two (2) sets of revised prints shall be submitted as a new final plat submittal. A determination will be made by the Planning Director upon receipt of comments from reviewing departments whether the changes are "minor authorized" changes and the final plat may be presented to the Town Council or if the change is material and a "revised" preliminary subdivision plat will be required for consideration by the Planning & Zoning Commission and Town Council.

Minor Authorized Changes may include adjustment, variation, and reduction of lots, lot lines, easements or statements contained in preliminary plat if they are found by the Planning Director to be consistent with the intent and design of the approved preliminary plat. Adding lots, streets or creating exceptions to the Town's design standards are material changes which will require a "revised" preliminary plat.

When a final plat, construction plans and all required supporting documents are acceptable to the Town Engineer, County Floodplain District Administrator, County Environmental Services Director and Camp Verde Planning Director, the subdivider upon notice thereof shall deposit with the Planning Department two (2) reproducible sets of the final plat as per form of final plat requirements completely executed by:

- A. All parties required to sign or endorse the same for the purpose of passing a good and sufficient title to the public right-of-ways, easements, and parcels offered for dedication and to join in the subdivision of said property.
- B. The professional engineer and/or land surveyor [R.L.S.] preparing the plat and any and all other parties required to execute certificates thereon, other than the required Town signatures.

In addition, all finalized and signed plats and accompanying data, agreements and other papers or documents necessary to the acceptance of this plat shall be deposited with the Planning Director at least ten (10) working days prior to the regular Council meeting at which the applicant desires to be heard.

When all appropriate provisions of the State Laws and these regulations have been met, all of the specified accompanying material shall be transmitted by the Planning Director within five (5) working days to the Town Clerk for action by the Council, such date shall be the official date of filing with the Council.

.13 Action by the Council

At the next regular meeting following the filing of said plat with the Council, or at any other meeting they may so designate, the Council shall consider said tracing of the final plat, the plan of subdivision, the recommendations of the Planning and Zoning Commission and the Planning Director, the offers of dedication, and the agreements and guarantees, if any, for deferred improvements. If the Council determines that said plat is in conformity with the requirements of the law and of any requirements duly made relating thereto, and if the agreement and guarantees for deferred improvements, if any, and unpaid taxes or assessments are in order, and said plat conforms to the approved preliminary plat, it shall approve said plat; and the Town Clerk shall so certify this action upon said tracing of the final plat.

.14 Conditions of Approval

In granting exceptions, variances, modifications, and additions to these regulations, the Council, upon recommendations of the Commission or on its own initiative, may require such conditions as will, in its judgement, secure substantially the objectives of these regulations.

If the Council determines that said plat is not in conformity with the preliminary plat or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefore; and shall advise the subdivider in writing of such disapproval and of the reason for such disapproval.

All streets and parcels offered for dedication for public use by the plat may be accepted by the Council (under the terms and conditions under which the Preliminary Plat was approved) and on the plat upon approval of the final plat. (This does not imply acceptance of the street into the Town Road System for maintenance. Formal acceptance for maintenance would be after the plat was recorded and the road was actually built to Town standards.)

Recording of Final Plat

Within 180 days of approval by the Council, the owner/subdivider shall provide all required materials and demonstrate that all conditions of plat approval have been met and the properly examined plat is presented to the Town Planning & Zoning Director for recording. If this is not done, the developer shall present a written status report to the Director who may administratively grant a six (6) month extension of time. At the end of one (1) year if the conditions of approval have not been satisfied and the plat is not presented or found acceptable for recording the final plat shall be referred to the Town Council for action.

Within ten (10) working days of presenting the properly executed final plat for recording together with the materials evidencing that all of the stipulations of Council approval have been satisfied and necessary recording fees the Planning Director or designee shall obtain necessary signatures from representatives and cause the final plat to be recorded. No subdivision plat shall be recorded unless approved by the Council.

- A. The fee for recording the final plat and accompanying deed restrictions and any ratification or pertinent documents will be required once the final plat is approved by the Council and the subdivider has addressed the stipulations of approval and the plat is ready for recording. If the recording fee is submitted in the form of a check, it must be made payable to the Yavapai County Recorder;
- B. A copy of the developers Subdivision Questionnaire to the Arizona Real Estate Commissioner shall be submitted upon recording of the final plat and prior to approval for lot sales;
- C. A report from the Arizona Department of Water Resources in the form of either a "Certificate of Assured Water Supply" pursuant to A.R.S. 45-576, or for areas outside of AMA's a statement of water "adequacy" either for that subdivision or for the water company (private or public) which will serve the subdivision pursuant to A.R.S. 45-108;

The "Certificate of Assured Water Supply" or the report finding the subdivision's water supply to be adequate shall be provided to the Planning Director prior to recordation of the final subdivision plat. If the Certificate and/or adequacy statement is not obtained the final plat shall be referred back to the Town Council to consider the DWR's findings and reconsider their approval and possible revocation of the final plat.

If the approved preliminary plat was based on the understanding that the subdivision's water supply was going to be found by ADWR to be inadequate the final plat may be recorded upon subsequent issuance of the report if all other subdivision requirements are met.

- D. Assurance for all required site improvements in accordance with the requirements and provisions of Article 5 of these Regulations.
- E. Evidence from the Assessor that the title to the property has been cleared with the property records of the County. The Assessor shall certify and acknowledge that as of this date the records and/or information available to the officer reflect that _____ as designated on the plan is the owner of the property and more particularly described as Assessor's Parcel Numbers _____.
- F. Evidence from the Treasurer that the taxes on the property are paid up to the current year. The County Treasurer shall certify and acknowledge that there are no tax liens on any of the parcels comprising the subdivision plat as listed in the Assessor's certification.
- G. Evidence shall be provided from the Special Districts Administrator that required annexations and fees (if any) of any special districts are current.

ARTICLE V
Assurance for Completion of Improvements
and Procedure for Verifying Completion of
Required Improvements and Release of Assurance

500.00 Disclosure of Financial Assurances

- .01 Upon submittal of the preliminary plat, the subdivider shall state the type of assurance that will be made for the completion of improvements in a subdivision in accordance with A.R.S. Section 9-463-01.
- .02 No final subdivision plat will be recorded unless one (1) or more of the following methods of assurance as specified in Section 502 are submitted with the final plat.
- .03 No subdivision site work shall be initiated unless or until the preliminary plat has been approved by the Town Council and the site work is authorized by the Town Engineer or there are approved construction plans.
- .04 The subdivider shall furnish with the final plat a cost estimate for construction of the required on and off site improvements, signed and sealed by a professional engineer. The amount of the assurance shall be based on the engineer's cost estimate for all required and remaining site improvements as approved by the Town Engineer.

Utility service assurances may be provided by letter from water, sewer, electric and other appropriate utility companies to guarantee improvements.

The final plat shall indicate the assurances provided by the subdivider to insure completion of the required site improvements.

501.00 Construction of Improvements Prior to Final Plat
Recordation

- .01 Installation of Required Public and Private Improvements Prior to Final plat recordation

If the subdivider chooses to construct the required improvements prior to the recording of the final plat, he shall submit the construction plans, inspection reports, test reports and material certifications to the Town Engineer for approval. A certificate by the Engineer of Record on the as-built plans stating that the construction has been completed in substantial

conformance to the specifications and standards contained in or referred to herein and/or the approved construction plans, must be reviewed and acceptable to the Town Engineer, prior to recordation of the final plat.

.02 Installation of Necessary Public and Private Improvements Prior to Final Plat Approval

If the owner elects to construct the site improvements prior to final plat approval, the preliminary subdivision plan must be approved and the owner shall cause the construction plans to be prepared by a professional Engineer. These plans shall be submitted to the Town Engineer for review and approval prior to initiating site construction. The Town Engineer may authorize limited rough grading or site improvements during this review of construction plans.

502.00 Financial Assurances for Required Public or Private Improvements

.01 Performance Bond

The subdivider shall file with Camp Verde a bond executed by a surety company holding a license to do business in the State of Arizona, and acceptable to the Town of Camp Verde, in an amount equal to the cost of the improvements required by these regulations and within the time for completion of improvements as estimated by the Engineer of Record and approved by the Town Engineer. The performance bond shall be approved as to form and legality by the Town Attorney.

.02 Trust Agreement

The subdivider shall place on deposit in a bank or trust company in the name of the Town, and approved by the Town Attorney, in a trust account a sum of money equal to the estimated cost of all site improvements required by this ordinance. The cost and time of completion shall be approved by the Town Engineer. The trust shall be approved as to form and legality by the Town Attorney. Periodic withdrawals may be made from the trust account for a progressive payment of installation cost. The amounts of such withdrawals shall be based upon progress work estimates and approved by the Town Engineer. All such withdrawals shall be approved by the Trustee.

- .03 Unconditional Guarantee from a Local Bank or Federally Insured Savings and Loan Association or from Other Financial Institutions as approved by the Town of Camp Verde. The subdivider shall file with the Town of Camp Verde a letter, signed and notarized by the principal officer of a savings and loan association or other financial institution acceptable to the Town of Camp Verde, agreeing to pay the Town on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the subdivider or developer is responsible under these regulations. The guaranteed payment sum shall be determined from the estimated costs and scheduling as approved by the Town Engineer. The letter shall state the name of the subdivision and shall list the improvements for which the subdivider or developer is required to provide together with a schedule for completion.

.04 Other Methods

Other methods of assurance for completion of improvements may be used providing the Council approves such methods after receiving a recommendation by the Planning and Zoning Commission. The approval of any "other methods" shall be in written form to the subdivider.

503.00 Duration of Performance Bonds for Financial Assurances

The duration of the performance bond or other assurance shall be for two (2) years, from the date of recording. Extension of time in one (1) year increments may be granted by the Town Council by showing just cause. The assurance (surety) shall remain in force and effect until it is released by the Town Council or has been authorized for partial release as provided for herein.

504.00 Partial Assurance Reduction

The Town Engineer, upon receipt of a certification from the Engineer of Record, may authorize a reduction of the assurance for the work completed in accordance with the approved cost estimate and construction plans. A percentage (10%) of the estimated cost of completed improvements will be retained to insure sufficient funds remain to insure completion of the site improvements, final inspections and preparation of final 'as-built' plans.

505.00 Default

In the event that the subdivider defaults or fails or neglects to satisfactorily install the required improvements within the time agreed upon for performance, the Town Council may declare the bond, or other assurance forfeited, and the Town may make or cause the required improvements to be made, using the trust funds or proceeds of the collection of the bond or other assurance to defray the expense thereof. In addition, the Planning Director shall notify the State Real Estate Commissioner of the default.

506.00 Inspection and Release

.01 The subdivider, using the services of an Arizona registered Professional Engineer and plans as approved by the Town Engineer, shall be responsible for the quality of all materials and workmanship. At the completion of the work, or not less than thirty (30) days prior to the release date of the bond or other assurance, the Engineer of Record shall make an inspection of the improvements and shall submit a set of 'as-built' construction plans if complete or a report on the status of improvements if only partially complete to the Town Engineer. The Town Engineer will review the as-built plans and/or report and notify the developer of any noncompliance with the approved construction plans or with these regulations. If the Town Engineer determines that compliance has been made, he will then submit a report to the Town Council, setting forth the conditions of such facilities.

.02 A certificate sealed by the Engineer of Record on the as built plans stating that the construction has been completed in substantial conformance to the specifications and standards contained in or referred to herein must be approved by the Town Engineer and presented to the Town Council prior to the surety release. If all conditions are found to be satisfactory and the improvements comply with Town Standards, the Town Council shall release the guarantee. If the condition of materials or workmanship shows unusual depreciation or does not comply with Town Standards the Town Engineer may present this information to the Council who may declare the subdivider in default.

.03 Engineer of Records Certification Statement

"In my professional opinion, the construction of [the specific site improvements required for approval] has been completed in substantial conformance with the construction plans and specifications including changes and addendums. My professional opinion is based, in part, upon the completion of certain tests and measurements and/or the review of the results of such tests and measurements completed by others. The rendering of this opinion in no way relieves any other party from meeting requirements imposed by contract, plans, specifications or commonly accepted industry standards.

507.00 Subdivision Road Maintenance

Once the improvements are approved and the surety released, the Council will review the roadways for acceptance into the Town System for Maintenance as per ARS 11-806.01H.

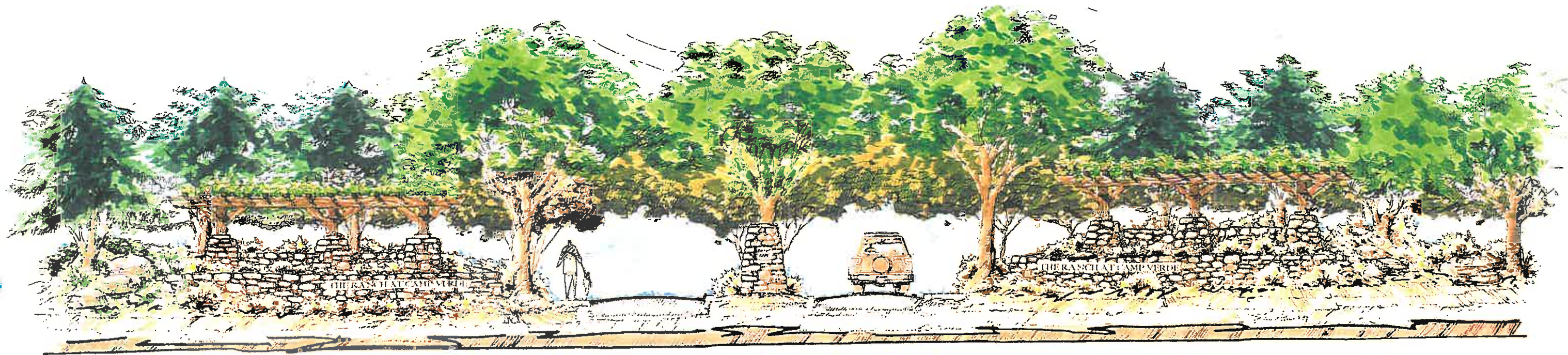


Exhibit F-1

Conceptual Entry Feature Design - Elevation

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Original design by Saville Architecture/The McGough Group - 1998
Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



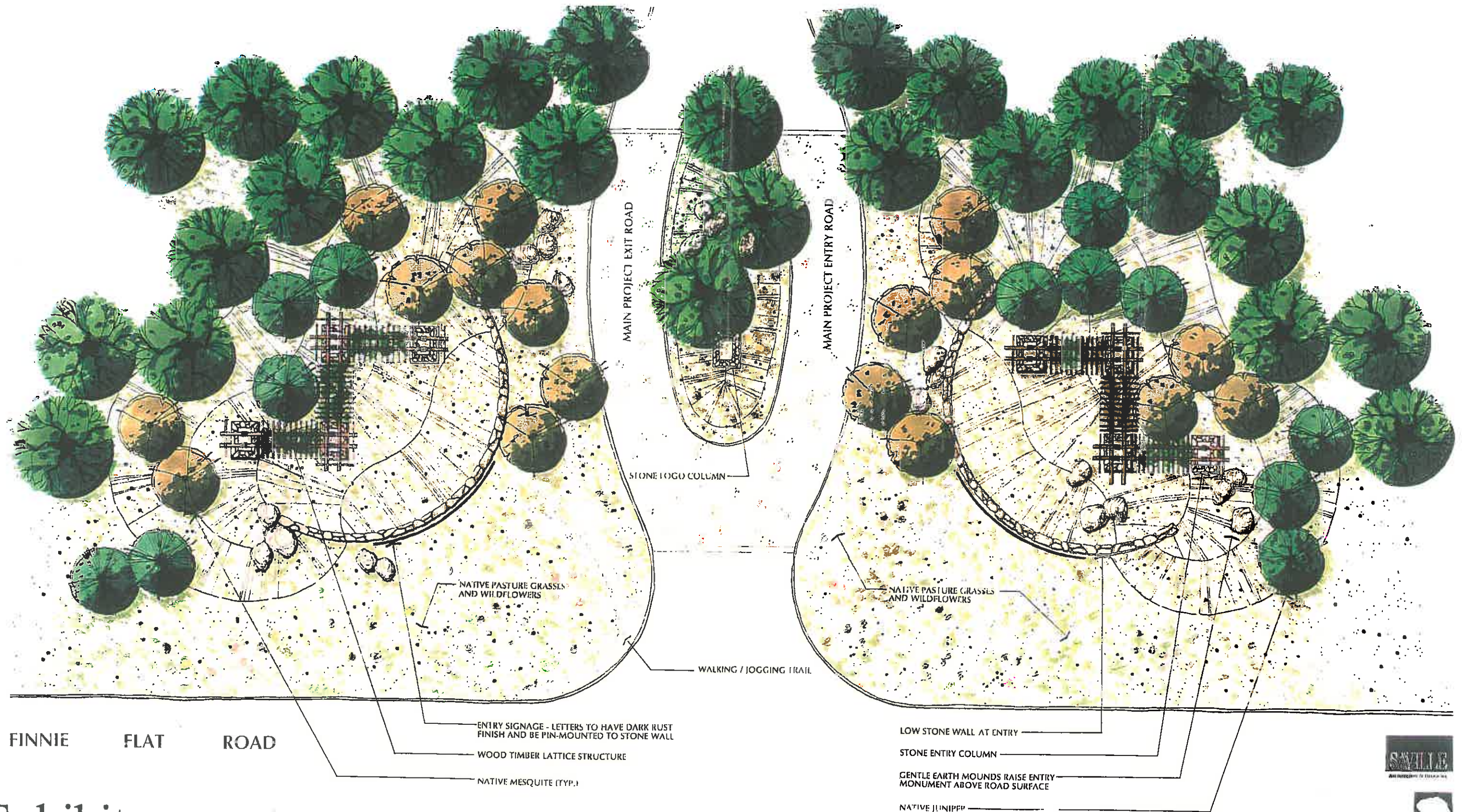


Exhibit F-2

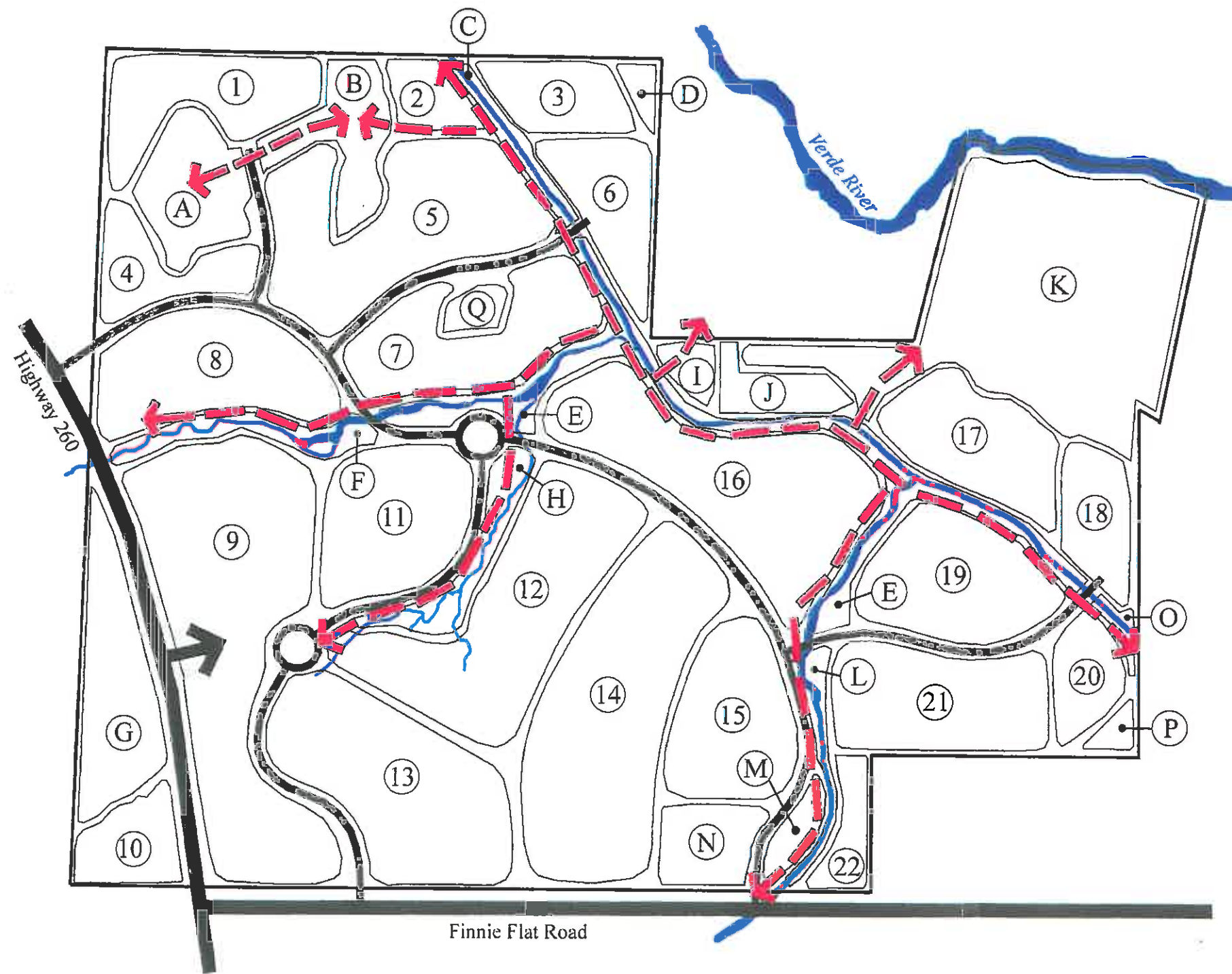
Conceptual Entry Feature Design - Plan View

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016





Legend

 Approximate Location of Trail System

(X) Parcel Description

Note: Refer to Exhibit C-1, Proposed Land Use Plan for additional information on the proposed land use of the site.

Exhibit G-1

Conceptual Pedestrian/Trail Plan

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 Phoenix, AZ 85016

Design is conceptual in nature only. Final design, sizes, classifications, and locations may change prior to the filing of the preliminary plat and acceptance by the Town of Camp Verde.





Exhibit G-2

Conceptual Park Plan

The Homestead at Camp Verde

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 · Phoenix, AZ 85016

Camp Verde, Arizona

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



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February 4, 1999
Job #99022

EXHIBIT H
PHASE I
DRAINAGE REPORT
for
The Homestead at Camp Verde
(tentative name)

APN:'s
403-23-008A
403-23-100
404-19-052C

SE ¼ Section 25 and N ½ of NE ¼ Section 36, T14N, R4E
and
Portion of SW ¼ Section 30 and portion of N ½ of NW ¼ Section 31, T14N, R5E
G&SRBM
Yavapai County, Arizona

Prepared for:

Harvard Investment Group
2425 East Camelback Road
Suite 900
Phoenix, Arizona 85016



GENERAL LOCATION AND DESCRIPTION

Location

The proposed Planned Area Development (PAD), tentatively named "The Homestead at Camp Verde", is located in the town of Camp Verde in Yavapai County. State Highway 260 runs along the south border and cuts across the southwest corner of the project site, which is bound on the northwest by industrial drive, the northeast by the Verde River, and the east by Ranch Acres subdivision. A vicinity map is shown in Figure 1.

In the G&SRBM system, the PAD is located in the SE $\frac{1}{4}$ of Section 25 and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 36 in T14N, R4E, and in a portion of the SW $\frac{1}{4}$ of Section 30 and a portion of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 31 in T14N, R5E.

Three significant drainages cross the project site:

1. Faulkner Wash, which flows primarily north-to-south across the eastern part of the PAD.
2. An unnamed wash that flows east-to-west across the western and central part of the PAD, designated in this report as "West Wash".
3. An unnamed wash that flows southwest-to-northeast across the southwestern and central part of the PAD and is tributary to West Wash. It is designated in this report as "Middle Wash".

All three washes pass beneath Highway 260 via culverts and discharge into the Verde River. These washes are shown on the drainage basin map in Figure 2 and on the accompanying 24" $\times$ 36" drawing entitled "Phase I Drainage Plan".

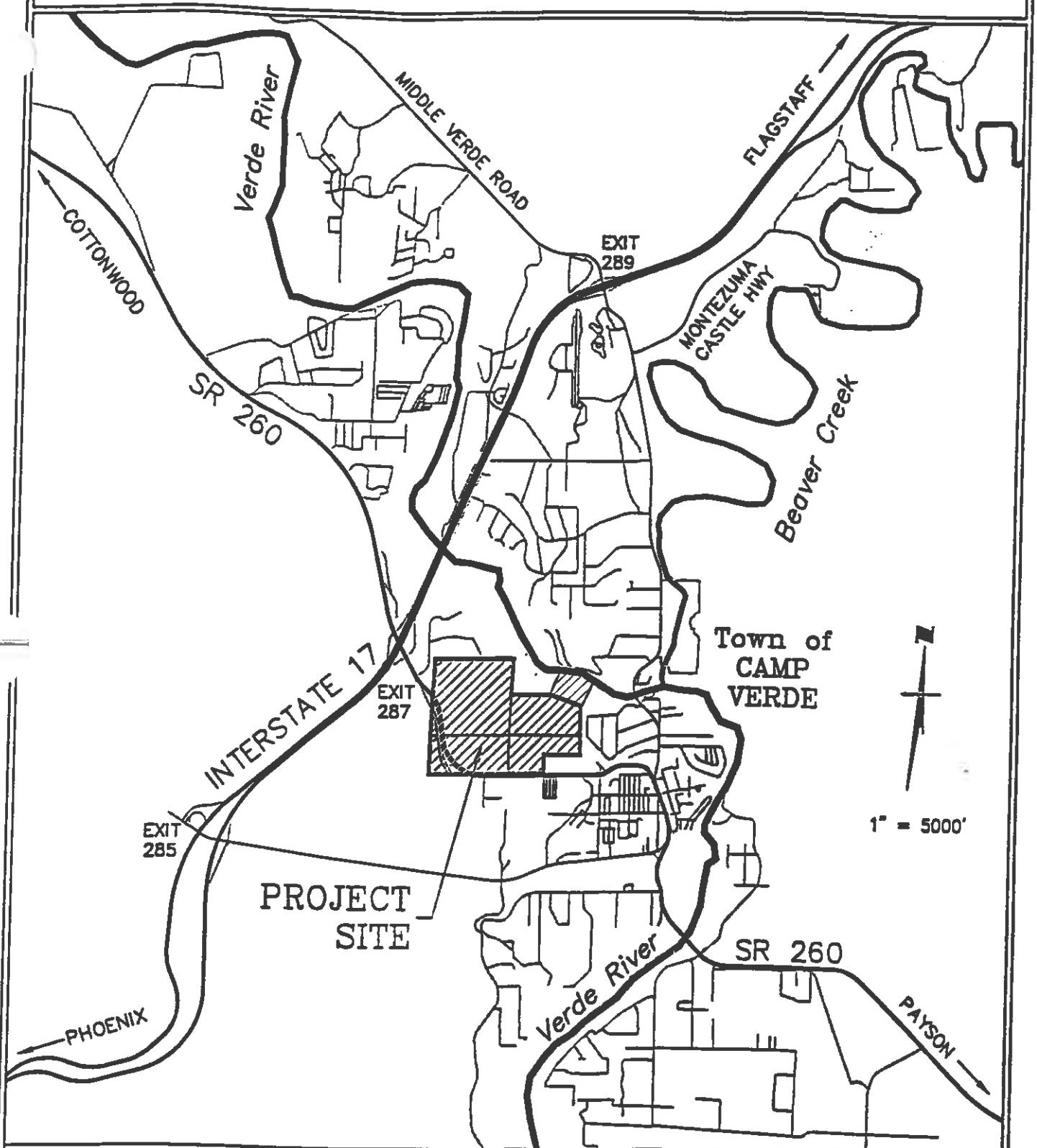
A large number and variety of parcels surround the PAD, including residential and commercial developments, State of Arizona land, and Coconino National Forest land. These are shown in the Phase I Drainage Plan drawing.

Description of Property

The Homestead at Camp Verde will be constructed within the 393 acres of Webb parcels 403-23-008A, 403-23-100 and 4034-19-52C shown on the Phase I Drainage Plan.

Most of the project site is terrain of mild slope ($< 3\%$), with elevations ranging from about 3160 ft along the west border to 3097 ft at the edge of the 100-year floodplain. Some fairly steep topography exists in the southwest corner of the site, with slopes up to 35% and a maximum elevation of about 3240 ft, but this area will remain in its natural state. Ground cover throughout much of the site consists of large open grassy areas and scattered mesquite shrubs and trees. Fairly dense stands of mesquite are also present, particularly along washes and near Verde Ditch. On the Verde River side of the ditch, the mesquite is particularly dense and a few large cottonwood trees are also present. Soil on the site is light in color and ranges from clayey-silty sand to sandy clay and includes some sands and gravels with minor fines. The presence of dessication cracks in the clayey soils indicates the clays are of moderate to possibly high plasticity.

THE HOMESTEAD AT CAMP VERDE



SHEPHARD-WESNITZER, INC.
CONSULTING ENGINEERS
 146 W. Hwy. 89A, Sta. B WEST SEDONA, AZ 86340
 PHONE (602) 282-1081

VICINITY MAP

FIGURE 1

Figure 1: Vicinity map for the Homestead at Camp Verde proposed development.

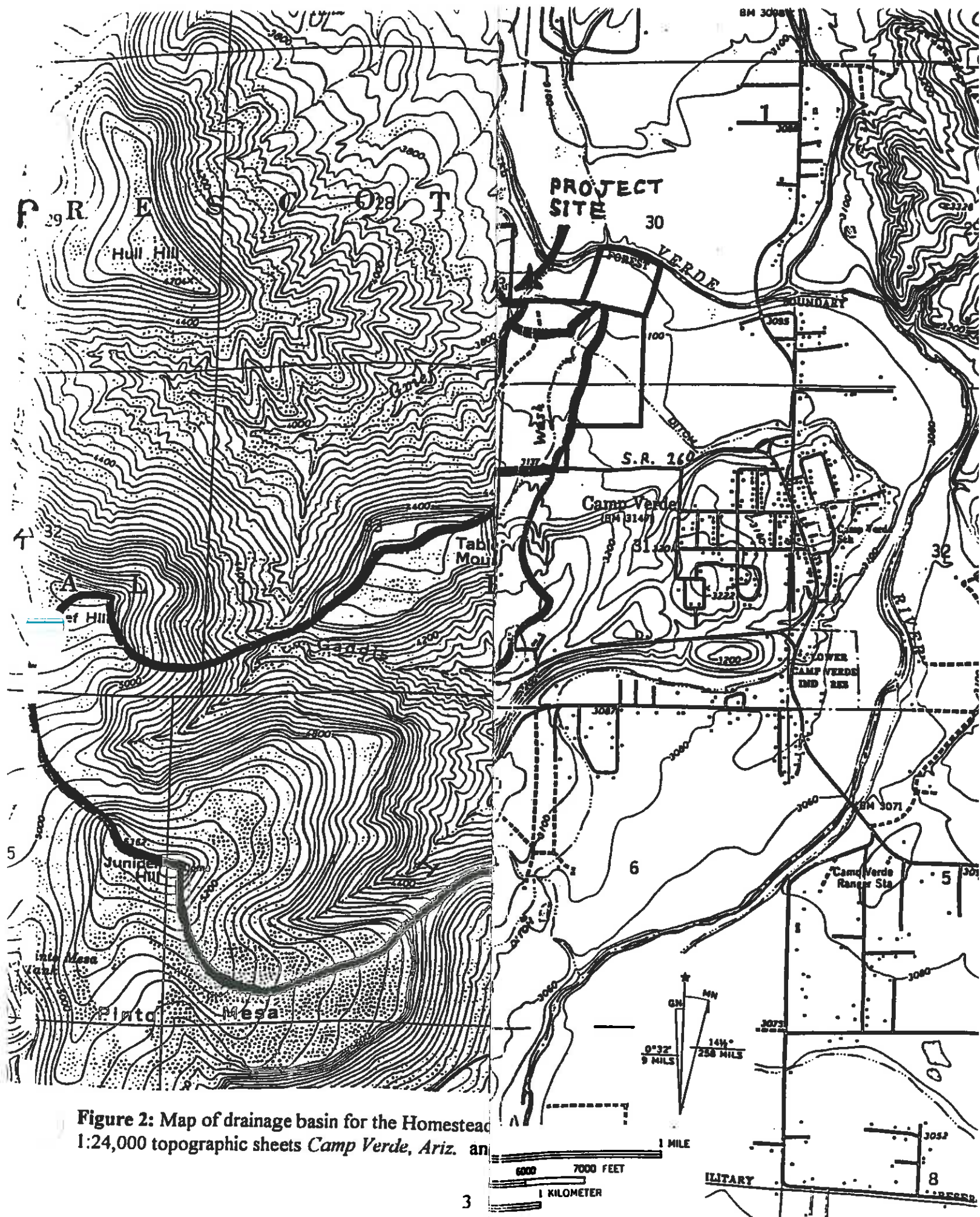


Figure 2: Map of drainage basin for the Homestead
 1:24,000 topographic sheets Camp Verde, Ariz. and

The three major drainageways enter the site by passing through existing hydraulic structures on Highway 260/Finnie Flat Road. Arizona Department of Transportation (ADOT) has provided our office with the proposed realignment of Highway 260 and Finnie Flat Road, which is shown on the drainage plan. This realignment will re-route Highway 260 so that it will not coincide with Finnie Flat Road. Rather, Finnie Flat Road will be extended westward to a T-intersection with the new Highway 260 alignment which will bypass downtown Camp Verde. Those sections of old Highway 260 that are not a part of the realignment will be obliterated and revegetated, as will the existing sections of abandoned State Highway 279.

New drainage structures will be constructed on the realignment of Highway 260 for West and Middle washes. The existing four 6-ft $\times$ 10-ft concrete box culverts on Finnie Flat Road for Faulkner Wash will remain. An 8-ft $\times$ 8-ft concrete box culvert will be provided for West Wash. Middle Wash has two branches in the southwestern part of the site. Presently, only the north branch is provided with culverts beneath the existing Highway 260 alignment. The proposed realignment will include two 4-ft corrugated metal pipes (CMPs) for the north branch of Middle Wash and an 8-ft $\times$ 8-ft concrete box culvert for the south branch. These proposed structures are shown on the drainage plan.

Verde (Woods) Irrigation Ditch crosses the PAD from northwest to southeast within a 60-ft easement. Information on the ditch was obtained from the Ditch Boss, John Rydell. The ditch is typically taken out of service (dry) for three months during the winter for maintenance. When in use, the flow averages 700 cfs at a velocity of 2 fps. Road crossings will use concrete box culverts with wingwalls and will provide a means of access for maintenance. Segments of the ditch may be improved with riprap or decorative rock. The ditch easement may be used for equestrian and pedestrian trails which may include planted trees, hardscape, benches, etc.

Verde Ditch crosses beneath Faulkner and West washes via concrete siphons, as shown on the drainage plan. Faulkner Wash siphon includes an overflow structure that allows some water from Faulkner Wash to flow into the ditch during high flows in the wash. The wash channels over the siphons may require improvement to provide adequate conveyance for the design flood. Some of the minor drainageways on the project site discharge directly into the ditch.

The proposed land use on the 393-acre PAD will be 50% residential (198 acres) and 10% commercial (40 acres). The remaining acreage will be neighborhood parks and open space, primarily along the three major washes and within the floodplain of the Verde River.

DRAINAGE BASINS AND SUBBASINS

Major Basin Description

Existing Flood Studies

The Federal Emergency Management Agency (FEMA) published a Flood Insurance Study for Camp Verde in 1991 which evaluated flood hazards on the Verde River, Beaver Creek, and West Clear Creek. Flood limits of the Verde River in the project area are shown in Flood Insurance Rate Map (FIRM) #040131 1095 C and Flood Boundary and Floodway Map #040131 0008. A portion of the FIRM with the flood boundaries of the Verde River in the vicinity of the project is shown in Figure 3.

The 100-year flood boundary based on FEMA water surface elevations is shown on the Phase I Drainage Plan. The water surface elevation is about 3097 ft at the northeastern portion of the PAD. Development within the floodway fringe shown on the drainage plan is permitted but may be restricted by insurance requirements. No development is permitted in the floodway.

NBS/Lowry Engineers & Planners prepared a master drainage study for the town of Camp Verde in 1992. The following 100-year flood flowrates were determined from this report for the main drainages in the PAD:

Faulkner Wash:	1113 cfs
Middle Wash:	624 cfs
West Wash:	714 cfs (1338 cfs below confluence of Middle Wash)

Based on these flowrates, the flood limits on these drainages were estimated as shown on the drainage plan. These flood limits were approximated with a minimal number of cross sections using normal depth calculations without consideration of non-uniform flow, backwater effects, or energy balance. Per the NBS/Lowry report, a Manning's n of 0.034 was used for the drainages. The flood limits determined for Faulkner Wash in that report were not used because the dip crossing on Finnie Flat Road has since been replaced with box culverts.

Although the method employed for determining flood limits on the washes was very approximate, it was done to provide a rough estimate of 100-year flood limits on the project site for existing conditions. Actual flood limits must be determined using engineering hydrologic and hydraulic analyses for both existing and proposed conditions. These analyses will be done in the Phase II report.

No other drainage reports for the project area are known to exist. The preliminary realignment of State Highway 260 includes three drainage structures, but no drainage study results for these structures are currently available.

Major Basin Characteristics

The entire 6.22 mi² watershed for the project site is shown in Figure 2. Elevations of the basin range from 5400 ft at the top of Juniper Hill to 3090 ft along the Verde River floodplain. For this report, the watershed has been subdivided as follows:

1. Faulkner Wash subbasin (2.20 mi²)
2. Middle Wash subbasin (0.52 mi²)
3. West Wash subbasin (0.73 mi²)
4. Upper Gaddis Wash subbasin (2.29 mi²)
5. Subbasins downstream of Highway 260 and within project property (0.48 mi²)

Note that the upper Gaddis Wash subbasin is shown with a dashed boundary in Figure 2. This was done because only part of the runoff from this subbasin contributes flow into the West Creek subbasin due to a flow split on Gaddis Wash. A site visit showed that this distributary from Gaddis Wash is a much lower order stream and will not convey flow from Gaddis Wash until the water surface is high enough to overtop a low (about one foot high) natural levee. Once the levee is overtopped, flow is carried to a 4-ft CMP under Interstate 17. Since the flow split exists in unconsolidated alluvium, it is possible that flood scouring could cause Gaddis Wash to contribute a much larger portion of its flow into the distributary than current geomorphology indicates. However, the volume of runoff reaching the project site is limited by the conveyance of the CMP under I-17. Hydraulic analyses will be required to determine how much of the flow will be conveyed down the distributary and through the CMP.

An enlarged reproduction of the Soil Conservation Service (SCS) general soil map for Yavapai County is shown in Figure 4. This figure shows that the watershed includes the following three general soil associations:

Soil #3 (Continental-Whitlock-Cave association, approximately 25% of watershed): Sandy loams and clays with light colored surface layers and cemented lime layers at moderate to shallow depths. Occurs at lowest elevations of watershed up to about 3500 ft. Hydrologic soil group varies from B to D, depending on clay content. The PAD is entirely within this association.

Soil #13 (Retriever-Courthouse association, approximately 65% of watershed): Shallow, gravelly, medium textured, calcareous soils on calcareous bedrock between 3000 and 4000 ft elevation. Hydrologic soil group D.

Soil #5 (Cabezon-Thunderbird-Venezia association, approximately 10% of watershed): Shallow, medium-textured and moderately deep fine-textured gravelly, cobbly, or stony soils on basalt bedrock above 4000 ft elevation. Hydrologic soil group D.

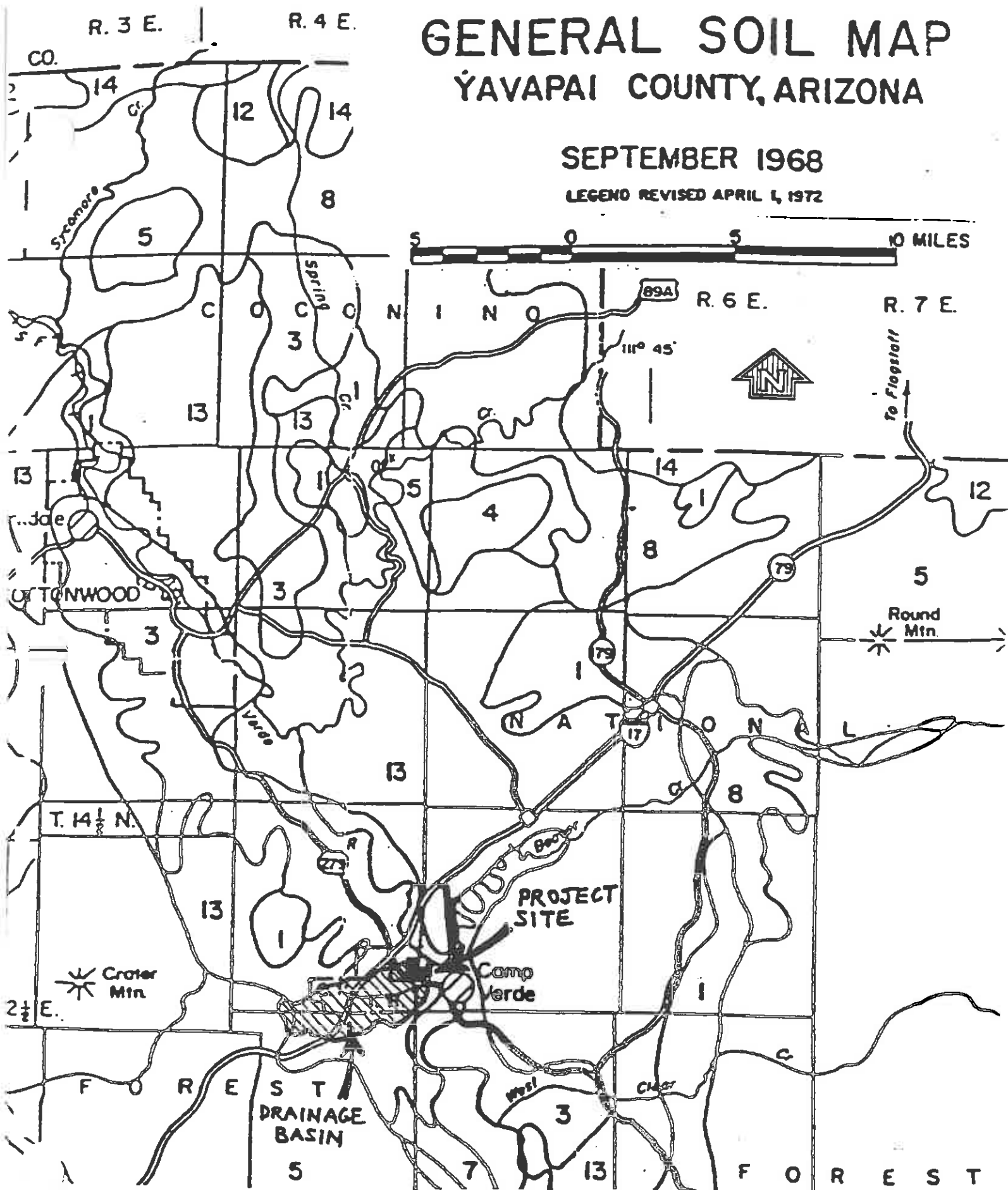


Figure 4: General soil map of the Camp Verde region (from SCS General Soil Map, Yavapai County, Arizona).

The lowest elevation areas of the watershed are underlain by Quaternary alluvial deposits from the Verde River. Above about 4000 ft elevation, Tertiary basalt flows crop out, which overlie Tertiary sedimentary units (e.g., Verde Formation). Along the lower slopes of the Black Hills, the Tertiary sedimentary units include fault blocks of older Tertiary and Paleozoic sedimentary formations and Precambrian metamorphic rocks.

Vegetation in the basin varies from pinon-juniper and scrub oak forest above about 4000 ft to desert grasses, mesquite, and other arid zone shrubs at lower elevations.

Nearly the entire drainage basin is within Prescott National Forest and hence will not be developed. In addition, most of Section 36 is undeveloped State of Arizona land (see Figure 2). Only a very small fraction of the watershed consists of land available for any type of development.

The only irrigation facility within a half mile of the project site is Verde Irrigation Ditch, which crosses the PAD and passes below Faulkner and West washes via siphons. The ditch was described in a previous section of this report.

Subbasin Description

The existing property is undeveloped, and historic drainage patterns follow site topography. Overland flow is conveyed to the minor and major washes via sheet flow and rills. Because of slight berms adjacent to Verde Ditch created from the ditch spoils, very little sheet wash enters the ditch directly. Minor washes may discharge directly into the ditch, but in most cases the runoff probably flows along the berms to either West or Faulkner Wash.

Essentially all offsite drainage that enters the site must pass through drainage structures on State Highway 260. Currently, three structures exist: 1) Four 6-ft $\times$ 10-ft concrete box culverts on Faulkner Wash; 2) Seven 3.3-ft $\times$ 2.6-ft elliptical CMPs on the north branch of Middle Wash; and 3) one 8-ft CMP on West Wash. Although shown on the drainage plan, the structures on Middle and West washes will be replaced during the realignment of Highway 260, as discussed previously.

DRAINAGE FACILITY DESIGN

General Concept

A sketch site plan for the proposed development is shown on the drainage plan. Where necessary, channel improvements will be made to constrain the 100-year flooding within the washes. Channel improvements will also be made at the siphons to improve conveyance.

The proposed realignment of Highway 260 will change the distribution of flow under the highway in Middle Wash. Currently all of the flow is conveyed through the (7) CMP's at the north branch. After the realignment, the majority of the flow will be carried under the highway via an 8' $\times$ 8' box culvert at the intersection. The flows will be conveyed to the north branch of the Middle Wash and through the designated open space. The new highway crossing at the north branch will consist of two 4-ft CMPs.

Main roads within the PAD generally parallel Faulkner and West washes, but some crossings will be required on these washes. Hydraulic analyses in the Phase II report will be used to determine

what type of structure will be used at each crossing. Concrete box culverts with wingwalls will be used for road crossings of Verde Ditch.

The presence of three significant washes on the site, all of which will be modified as necessary to improve conveyance, minimizes the potential for runoff interruption. Off-site runoff will be allowed to enter the development in its historic pattern, nearly all of which enters via one of the three major washes. For small subareas away from one of these three washes, it may be permissible to discharge storm runoff into Verde Ditch. (No)

Because three significant washes are available on the site, and all three discharge into the Verde River, it appears unlikely that stormwater detention will be necessary. The watershed of the Verde River is approximately 4000 mi² upstream of the site with a peak 100-year discharge of more than 101,000 cfs. In comparison, the 6.22 mi² site watershed has a peak 100-year flowrate of approximately 2500 cfs, or about 2% of the Verde River peak. Moreover, the large difference in size between the two watersheds virtually guarantees that peak discharge from the project will occur much earlier than that of the Verde River.

Street construction will utilize barrow ditches and culverts to direct surface flows to existing natural swales for conveyance to either Faulkner, Middle, or West wash. Preliminary culvert locations are shown on the drainage plan where the plan shows roads crossing drainages. A time of concentration analysis will be included in the Phase II analysis. It is anticipated that this analysis will show that stormwater detention facilities will not be required.

Drainage facility maintenance will largely consist of monitoring sedimentation and/or erosion of culverts and road crossings.

The sketch layout of the proposed development and drainage facility designs in this report are preliminary. Changes in the layout or design will be made as necessary to facilitate optimum drainage system performance and minimize off-site impacts.

CONCLUSIONS

The proposed Homestead at Camp Verde PAD will be a predominately residential development. Its proximity to the Verde River and the presence of three significant washes probably eliminates the need for stormwater detention facilities. Floodplain delineation for the three washes will clearly define development limits for lots adjacent to the watercourses. On-site drainage facilities will utilize natural drainage courses as much as possible to convey surface runoff to the major watercourses. Hydraulic modeling will be used to design channel improvements and road crossings. Prudent engineering judgement, including all measures cited above, will ensure that the drainage integrity of the site is maintained throughout the development process.

REFERENCES

Publications and other documents

County Flood Control District Drainage Criteria, Yavapai County Flood Control District, October 27, 1993.

Design Alternative D2, SR 260 Cottonwood to Camp Verde (Preliminary Concept), Arizona Department of Transportation, 1998.

Flood Insurance Study, Camp Verde, Yavapai County, Arizona, Federal Emergency Management Agency, 1991.

Flood Boundary and Floodway Map, Yavapai County, Arizona (Unincorporated Areas), Panel 040093-0021a, Federal Emergency Management Agency, August 19, 1985.

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The Homestead at Camp Verde: Conceptual Plant Palette

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Botanical Name

Common Name

Trees:

<i>Acacia</i> spp.	Acacia
<i>Abyssinica</i>	Abyssinian Acacia
<i>Aneura</i>	Mulga
<i>Greggii</i>	Catclaw Acacia
<i>Notabilis</i>	
<i>Schaffneri</i>	Twisted Acacia
<i>Albizia julibrissin</i>	Mimosa
<i>Carya illinoensis</i>	Pecan
<i>Catalpa speciosa</i>	
<i>Cedrus atlantica</i>	Atlas Cedar
<i>Celtis reticulata</i>	Western Hackberry
<i>Cercis chinensis</i> (or western variety)	Chinese Redbud
<i>Chilopsis linearis</i>	Desert Willow
<i>Cupressus arizonica</i>	Arizona Cypress
<i>Fraxinus velutina</i>	Arizona Ash
<i>Juglans microcarpa</i> var. <i>Major</i>	Arizona Walnut
<i>Lysiloma candidum</i>	Palo Blanco
<i>Lysiloma thornberi</i>	Featherbush
<i>Pinus cembroides</i>	Mexican Stone Pine
<i>Pinus coulteri</i>	Big Cone Pine
<i>Pinus edulis</i>	Mexican Stone Pine
<i>Pinus pinea</i>	Italian Stone Pine
<i>Pinus thunbergiana</i>	Japanese Black Pine
<i>Pistacia atlantica</i>	Mt. Atlas Pistache
<i>Pistacia chinensis</i>	Chinese Pistache
<i>Platanus racemosa</i> var. <i>Wrightii</i>	Arizona Sycamore
<i>Populus fremontii</i>	Fremont Cottonwood
<i>Prosopis juliflora</i>	Honey Mesquite
<i>Prosopis juliflora</i> var. <i>velutina</i>	Velvet Mesquite
<i>Prosopis pubescens</i>	Screwbean Mesquite

Exhibit I

Conceptual Plant Palette

The Homestead at Camp Verde

Harvard Investments, Inc.

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The Homestead at Camp Verde: Conceptual Plant Palette, cont.

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Botanical Name	Common Name
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Trees, cont.:

<i>Prunus cerasifera</i> 'Thundercloud' & 'Atropurpurea'	Flowering Plum
<i>Prunus persila</i>	Flowering Peach
<i>Quercus spp., suber, virginiana</i>	Oak
<i>Salix spp.</i>	Willow
<i>Sambucus caerulea</i> var. <i>Mexicana</i>	Mexican Elderberry
<i>Ulmus parvifolia</i>	Chinese Elm
<i>Vitex agenus-castus</i>	Chaste Tree
<i>Ziziphus obtusifolia</i>	Greythorn

Shrubs; Groundcovers; Vines:

<i>Abutilon californicum</i>	California Abutilon
<i>Aloysia lycioides</i>	White Bush
<i>Amaranthus palmeri</i>	Palmers Amaranth
<i>Ambrosia ambrosioides</i>	Canyon Ragweed
<i>Anisacanthus quadrifidus</i>	Cohilla Honeysuckle
<i>Anisacanthus thurberi</i>	Desert Honeysuckle
<i>Arctostaphylos pungens</i>	Pointleaf Manzanita
<i>Artemisia ludoviciana</i>	Artemesia
<i>Asclepias subulata</i>	Desert Milkweed
<i>Atriplex spp.</i>	Saltbush
<i>Baccharis pilularis</i> or <i>hybrid</i>	
<i>Baileya multiradiata</i>	Desert Marigold
<i>Bebbia juncea</i>	Bebbia
<i>Beleperone californica</i>	Chuparosa
<i>Berberis haematocarpa</i>	Red Barberry
<i>Buddleia marrubifolia</i>	Wooly Butterfly Bush
<i>Caesalpinia gilliesii</i>	Mexican Bird of Paradise
<i>Calylophus hartwegii</i>	Calylophus
<i>Campsis radicans</i>	Trumpet Creeper
<i>Canotia holacantha</i>	Crucifixion Thorn

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The Homestead at Camp Verde: Conceptual Plant Palette, cont.

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Botanical Name

Common Name

Shrubs; Groundcovers; Vines, Cont.:

<i>Carlowrightia arizonica</i>	Carlowrightia
<i>Cassia nemophylla</i>	Hardy Cassia
<i>Cassia phyllodenia</i>	Silver Cassia
<i>Cassia wislizeni</i>	Cassia
<i>Ceanothus spp.</i>	Buckbrush
<i>Celtis pallida</i>	Desert Hackberry
<i>Cercoarpus montanus</i>	Mountain Mahogany
<i>Clanthus formosus</i>	Sturts Desert Pea
<i>Condalia spathulata</i>	Mexican Crucillo
<i>Condalia warnockii</i>	Graythorn
<i>Convolvulus mauritanicus</i>	Ground Morning Glory
<i>Cordia parvifolia</i>	Little-Leaf Cordia
<i>Cotoneaster species</i>	
<i>Crossosoma bigelovii</i>	Indigo Bush
<i>Dodonaea viscosa</i>	Hopbush
<i>Drosanthemum floribundum</i>	Rosea Ice Plant
<i>Elaiagnus ebbinyei</i>	Ebbine Silverberry
<i>Encelia farinosa</i>	Brittlebush
<i>Ephedra nevadensis var. Aspera</i>	Boundary Ephedra
<i>Ephedra trifurca</i>	Mormon Tea
<i>Eriogonum spp.</i>	Buckwheats
<i>Euonymus fortunei</i>	Common Winter Creeper
<i>Euonymus japonica & 'Microphylla'</i>	Evergreen Enonymus
<i>Eysenhardtia polystachya</i>	Kidneywood
<i>Fallugia paradoxa</i>	Apache Plume
<i>Feijoa sellowiana</i>	Pineapple Guava
<i>Forestiera neomexicana</i>	Desert Olive
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Haplopappus laricifolia</i>	Turpentine Bush
<i>Haplopappus tenuisectus</i>	Burro Weed
<i>Hedcoma anaum</i>	Mockpenny

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Botanical Name

Common Name

Shrubs; Groundcovers; Vines, Cont.:

<i>Hedera canariensis</i>	Canary Ivy
<i>Hedera helix</i>	English Ivy
<i>Hesperaloe parviflora</i>	Red Yucca
<i>Heteromeles arbutifolia</i>	Christmas Berry
<i>Holacantha emoryi</i>	Crucifixion Thorn
<i>Hyptis emoryi</i>	Desert Lavender
<i>Ilexcornuta 'Burtordii'</i>	Burford Holly
<i>Janusia gracilis</i>	Janusia
<i>Jasminum mesnyi</i>	Primrose Jasmine
<i>Jatropha cardiophylla</i>	Limberbush
<i>Juniperus species</i>	
<i>Krameria spp.</i>	Ratany
<i>Larrea tridentata</i>	Creosote
<i>Leucophyllum candidum</i>	Cenizo Sage
<i>Leucophyllum frutescens</i>	
<i>Leucophyllum laevigatum</i>	Chihuahuan Rain Sage
<i>Leucophyllum zygophyllum</i>	Blue Rain Sage
<i>Lippia spp.</i>	Lippia
<i>Lipustrum japonium</i>	Waxleaf Privet & Lucidum Glossy Privet
<i>Liriope muscari</i>	Lilyturf
<i>Lonicera japonica 'Halliana'</i>	Hall's Honeysuckle
<i>Lupine spp.</i>	Lupine
<i>Lycium spp.</i>	Wolfberry
<i>Mahonia aquifolium</i>	Organ Grape Holly
<i>Menodora scaposa</i>	Twin Berry
<i>Mimosa biuncifera</i>	Catclaw
<i>Mimosa dysocarpa</i>	Velvet Pod
<i>Mimulus spp.</i>	Monkey Flowers
<i>Myrtis communis</i>	Classic Myrtle
<i>Nicotiana spp.</i>	Wild Tobacco

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The Homestead at Camp Verde: Conceptual Plant Palette, cont.

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Botanical Name	Common Name
Shrubs; Groundcovers; Vines, Cont.:	
<i>Nolina spp.</i>	Bear Grass
<i>Oenothera berlandieri</i>	Mexican Primrose
<i>Oenothera caespitosa</i>	White Evening Primrose
<i>Osmanthus fragerams</i>	Sweet Olive
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Penstemon spp.</i>	Penstemon
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Photinia fraseri</i>	Fraser's Photinia
<i>Photinia serrulata</i>	Chinese Photinia
<i>Psilostrophe cooperi</i>	Paperflower
<i>Punica</i>	Pomegranate
<i>Punica granatum</i>	Dwarf Pomegranate
<i>Pyracantha species</i>	
<i>Rosmarinus officinalis</i>	Rosemary
<i>Santolina chamaecyparissus</i>	Lavender Cotton
<i>Syringa persica</i>	Persian Lilac
<i>Teucrium chamaedrys</i>	Germander
<i>Verbena peruviana</i>	Peruvian Verbena
<i>Viburnum tinus</i>	Laurustinus
<i>Vinca major</i>	Periwinkle
<i>Wisteria floribunda</i>	Japanese Wisteria
<i>Xylosma congestum</i>	Xylosma
Ornamental grasses	
<i>Rhamnus spp.</i>	Buckthorn
<i>Rhus ovata</i>	Sugar Bush
<i>Rhus trilobata</i>	Squaw Bush
<i>Rosa arizonica & banksiae</i>	Arizona Wild Rose
<i>Salvia spp.</i>	Salvia
<i>Chamaedryoides</i>	Blue Chihuahuan Sage
<i>farinacea</i>	Mealy Cup Sage
<i>greggii</i>	Texas Sage

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The Homestead at Camp Verde: Conceptual Plant Palette, cont.

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Botanical Name	Common Name
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Shrubs; Groundcovers; Vines, Cont.:

<i>leucantha</i>	Mexican Bush Sage
<i>Sophora spp.</i>	Sophora
<i>Vauquelinia californica</i>	Arizona Rosewood
<i>Viguiera deltoidea</i>	Golden Eye
<i>Vitis arizonica</i>	Arizona Grape
<i>Zauschneria latifolia</i>	Hummingbird Flower
<i>Zinnia acerosa</i>	Desert Zinnia

Botanical Name	Common Name
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Cacti:

<i>Agave spp.</i>	Century Plant
<i>Attemuata</i>	
<i>Colorata</i>	
<i>Geminiflora</i>	
<i>Metroformis</i>	
<i>Dasyliirion wheeleri</i>	Desert Spoon
<i>Echinocereus engelmannii</i>	Hedgehog
<i>Echinocereus triglochidiatus</i>	Claret Cup Hedgehog
<i>Ephorbia rigida</i>	
<i>Fouquieria splendens</i>	Ocotillo
<i>Mammillaria spp.</i>	Fish-Hook
<i>Opuntia spp.</i> [#]	Prickly Pear
<i>Yucca spp.</i>	Native Yuccas
<i>aloifolia</i>	Spanish Bayonet
<i>elata</i>	Soap Tree
<i>recurvifolia</i>	Pendulous Yucca

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Conceptual Plant Palette

The Homestead at Camp Verde

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THE HOMESTEAD AT CAMP VERDE

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These design guidelines will be used by The Homestead at Camp Verde Design Review Committee (DRC) to assure each builder's design package and individual homeowners conformance to the overall community design objectives. The Homestead at Camp Verde is governed by the Town of Camp Verde Zoning Ordinance, Building and Subdivision Codes and The Homestead at Camp Verde Covenants, Conditions and Restrictions (CC&R's). The Design Guidelines serve to implement the overall framework of The Homestead at Camp Verde Master Planned Community.

A. INTRODUCTION

A.1 SETTING

The Homestead at Camp Verde is a master planned community located in the Town of Camp Verde, Arizona. This 393-acre development enjoys a scenic setting along the Verde River with views of the Verde Valley and National Forest to the south. The location of The Homestead at Camp Verde along Interstate 17 provides easy access to Flagstaff to the north and Phoenix to the south.

A.2 PURPOSE

These Design Guidelines regulate the appearance of development within The Homestead at Camp Verde community. The guidelines are an integral part of the development of any project and shall be followed in order to achieve a successful master planned community.

These Design Guidelines have been prepared to guide architects, builders, engineers, and owners in the design and construction of projects located within The Homestead at Camp Verde.

These Design Guidelines shall form the basis and criteria for evaluation of plans and specifications submitted for review and written approval by The Homestead at Camp Verde Design Review Committee (DRC) established in the CCRs for The Homestead at Camp Verde. The DRC shall endeavor to ensure compatibility and harmony of exterior colors, materials and general design quality, and to promote sensitivity of proposed improvements to natural features of the land, open spaces, and to neighboring structures and improvements. The guidelines are intended to serve for the life of the project and accordingly may be amended from time to time, pursuant to the CCRs for The Homestead at Camp Verde.

A.3 GOALS & OBJECTIVES

The following goals and objectives form the basis for these guidelines:

- *To create a community that closely follows vision and requirements of the Town of Camp Verde's General Plan.*
- *To create and maintain a distinctive rural image*
- *Provide direction to individual design efforts so that Homestead at Camp Verde presents a cohesive community identity*
- *Ensure quality in design to maximize property values and enhance investments*
- *Conserve existing natural features and minimize adverse impact on the ecosystem.*
- *Encourage imaginative and innovative planning of facilities and sites with flexibility to respond to changes in market demand.*
- *To promote and attain a high quality of design, materials and construction of development*
- *To ensure compatibility and harmony with the permitted uses, landscape areas, open spaces, adjacent properties, and with the purpose and intent of the*

Declaration of Covenants, Conditions, Restrictions and Easements (CCRs) for The Homestead at Camp Verde.

A.4 DESIGN THEME

The design theme presented herein is one of harmony with the rural environment and enhancement of its natural beauty. There are three underlying principles to the design concepts:

- *Compatibility: The character of structures within a rural setting are critical. Location, mass, color, materials and style should all reflect a desire to complement the landscape and surrounding community. This goal does not dictate a single, narrow or inflexible architectural style, but rather a range of possibilities using relatively similar materials and colors which are linked by a consistent landscaping theme.*
- *Enhancement: Plant and building materials introduced shall be carefully defined and limited. Indigenous materials, both architectural and vegetative, should be used extensively throughout the project.*
- *Vegetation Preservation: Where planned, open space areas are established where the natural flora can be preserved or revegetated to the greatest extent possible. These include using the existing drainage patterns to create linear open space corridors. Major existing vegetation will be relocated on-site whenever economically feasible.*

This document will guide the transition from native undisturbed land to a carefully master planned community with an overall rural theme. The Design Guidelines are created to ensure that the high standards for the community are consistently applied and implemented. Accordingly, the guidelines are binding upon all development within The Homestead at Camp Verde.

A.5 DEFINITIONS

The definitions included in the Definitions, of the Declaration of Covenants, Conditions, Restrictions and Easements for The Homestead at Camp Verde (CC&R's) shall prevail if the definitions of words used in these Design Guidelines are not in this section or differ in wording from those outlined within the CC&R's.

"Apartment Development" shall mean a Parcel or portion thereof which is so identified in a Tract Declaration and is comprised of integrated Rental Apartments and surrounding areas.

"Architectural Committee" shall mean either the Commercial Architectural Committee or the Residential Architectural Committee of the Association to be created.

"Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.

"Assessable Property" shall mean any Lot or Parcel in the Property covered by a recorded Tract Declaration, except such part or parts thereof as may from time to time constitute Exempt Property.

"Association" shall mean "The Homestead at Camp Verde Community Association".

"Association Land" shall mean such part or parts of the Property, together with the buildings, structures and improvements thereon, and other real property which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the owner of the fee, leasehold or easement interest. From time to time, Declarant may convey easements, leaseholds, or other real property within the Property to the Association and upon such conveyance or dedication to the Association, such property shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

"Association Rules" shall mean the reasonable rules and regulations adopted by the Association.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association as amended from time to time.

"CCRs" – see "Declaration".

"Commercial Areas" within the Property shall include any Parcel or portion thereof owned by one person or a group of persons, which is used for one or more commercial purposes, including, but not limited to the following: Apartment Developments, office condominiums, commercial offices, shopping centers, industrial parks, hotels, motels, churches, schools and other areas used for commercial or non-residential purposes. Commercial Areas shall not include any Common Areas owned by the Association or other common areas owned by an Ancillary Association or owned in common by residential condominium owners. At such time as an Apartment Development is converted to Residential Condominiums, the Property shall cease to be a Commercial Area and shall thereafter be a Residential Area. The Commercial Architectural Committee shall be the governing Architectural Committee with respect to all Commercial Areas.

"Committee" shall mean the Design Review Committee, or DRC.

"Common Areas" shall mean:

- (a) those portions of the project site, together with the buildings, structures and improvements thereon, and other real property which the Association may from time to time own in fee or in which it may have a leasehold or easement interest (including without limitation the Wash Corridors; the Arterial Common Areas; flood control and water retention areas; equestrian, pedestrian and bicycle trails; entryways into the project site; open space and other areas), for as long as the Association holds fee title or a leasehold or easement interest;
- (b) all land within the project site which the Declarant and/or Master Developer, by the Declaration or in any other Recorded

instrument, make available for use by Members of the Association or otherwise designate as Common Areas for purposes of the Declaration;

- (c) all land or right-of-way easements within the project site which are dedicated to the public or to the Town, but which the Town or other governmental agency requires the Association to maintain; and
- (d) any other areas with respect to which the Association has assumed in writing administrative or maintenance responsibilities.

"Declarant" shall mean the State of Arizona, by and through the State Land Commissioner.

"Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements, or CCRs, for the project as amended or supplemented from time to time as permitted.

"Design Guidelines" shall mean the design standards for the project approved by Declarant and Master Developer to be used by the Committee in rendering its decision on matters submitted to it for approval.

"Developer Owner" shall mean all owners except any Homeowner.

"DRC" - see "Committee".

"Dwelling Unit" shall mean any building, or part thereof, situated upon a Lot or Parcel and intended for use and occupancy as a residence, but shall exclude a home used by a Developer Owner as a model until such model home has been sold or leased for use as a residence.

"Homeowner" shall mean the Owner of a Lot with a Dwelling Unit situated thereon for so long as the Owner of such Lot uses the Dwelling Unit as its residence.

"Land Use Classification" shall mean the classification to be established by the Declarant which designates the type of improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such improvements and surrounding land may be utilized.

"Limited Common Areas" shall mean all areas of any Parcel now or hereafter designated in a Recorded Subsidiary Declaration or a Recorded subdivision plat as an area to be used in common by the Owners or Occupants of a particular Parcel or subdivision (which areas shall also be maintained by and at the expense of the Owners or Occupants of such Parcel or subdivision, or by a homeowners' or similar Subsidiary Association established with respect to such Parcel or subdivision).

"Lot" shall mean:

- (a) an area of real property in the project site designated as a "Lot" on a Recorded Subdivision Plat approved by Declarant and Master Developer as recorded in the records of the State of Arizona and

intended to serve as the site for a single Dwelling Unit (whether or not a Dwelling Unit has already been constructed hereon);

(b) A Condominium Unit.

"Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

"Owner" (when so capitalized) shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Lot or Parcel including, without limitation, one who is buying a Lot or Parcel under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Lot or Parcel. In the case of Lots or Parcels, the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the Trustor. In the case of Lots or Parcels, the fee simple title to which is vested in a trustee pursuant to a trust agreement the beneficiary of any such trust entitled to possession shall be deemed to be the Owner. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel.

"Parcel" shall mean each area of the Covered Property Sold or Leased by Declarant to an Owner. The legal description of each Parcel shall be included on the Recorded Certificate of Purchase and/or Patent from the Declarant to such Owner or in the Lease between Declarant and such Owner. A Parcel may thereafter be divided into one or more small Parcels through a parcel split or subdivision approved or permitted. Notwithstanding the preceding sentence, a Residential Parcel shall cease being a parcel upon the Recording of a subdivision plat or a declaration of condominium creating Lots in regard thereto. If a Residential Parcel is developed in stages, those areas of such Parcel not yet covered by a Recorded subdivision plat or declaration of condominium creating Lots shall continue to be a Parcel for purposes of the Declaration.

"Party Walls" shall mean a wall constructed on or immediately adjacent to the common boundary of Lots, Parcels, Common Areas or other areas in the Property.

"Resident" shall mean:

- (1) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the contract is recorded, and each owner, tenant or lessee actually residing or conducting a business on any part of the Assessable Property; and
- (2) Members of the immediate family of each Owner, lessee, tenant and of each buyer referred to in sub-paragraph (1) actually living in the same household with such Owner, lessee, tenant or buyer.

Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special nonresident fees for use of Association Land if the Association shall so direct), the term "Resident" also shall include the onsite employees, guests or invitees of any such Owner, lessee, buyer or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

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"Residential Areas" shall include Single Family Residential Developments, Cluster Residential Developments, Residential Condominium Developments, all common recreational areas and facilities associated with any of the foregoing Residential areas and other non-commercial and non-industrial areas. The Residential Architectural Committee shall be the governing Architectural Committee with respect to all Residential Areas. Association Land and all Common Areas shall be deemed Residential Areas and shall be governed by the Residential Architectural Committee.

"Residential Parcel" shall mean any Parcel (or portion thereof) which is not a Non-Residential Parcel.

"Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

"Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other Person is obligated to pay to the Association over, above and in addition to any Annual, Parcel and Special Assessments or Maintenance Charges imposed or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided all such Fees must be fair and reasonable.

"Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall standing at normal grade level on neighboring property.

"Wash Corridors" shall mean the natural washes within the project site which provide storm water drainage, all of which shall be graded, altered, improved and maintained only as provided in the Design Guidelines and the CCRs.

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B. SITE PLANNING GUIDELINES

B.1 INTRODUCTION

Site planning addresses the placement of buildings, roads, utilities, themeing, and landscaping. This requires an understanding of existing site opportunities and constraints. It involves issues of building form, orientation, coverage, setbacks, parking, utilities, loading docks, storage areas, and access.

B.2 DESIGN INTENT

The major landscape theme for the project will be an enhanced natural desert, with emphasis on indigenous plant materials, blending development into the existing terrain and promoting water conservation. A minor design theme centers around the agrarian and riparian influences of site.

In addition to plant materials, a variety of landscape elements contribute to the overall visual and developmental character of a project area. Community character is reinforced through the coordinated design and choice of landscape and hardscape materials, with an emphasis on special design features. To create the sense of place that defines a community, guidelines are required for the following categories:

- Streetscapes
- Entrances
- Commercial Areas
- Residential Areas
- Street Furniture
- Screening
- Revegetation
- Drainageways
- Recreation & Trails

B.3 STREETSCAPE CONCEPT

The streetscape and perimeter are the most dominant landscape elements within the development. The streetscape concept strives to provide unity and variety while drawing upon the natural desert, riparian and agrarian heritage of the property. The design of the community's streetscape has the potential to enhance the community's identity and create a unique sense of place, as well as providing shade and colorful groundplane treatment.

There are two different types of streetscaping within The Homestead at Camp Verde development: primary collector streets and secondary residential streets;

- Primary collectors roads provide a strong sense of community identity while linking the commercial, residential, schools, and other land use elements to the entire community.
- Secondary residential streets are more responsive to individual neighborhood themes.

Within the project boundaries, primary and secondary streets shall have a coordinated landscape palette. All plant materials must be selected from the Design Guidelines approved plant list. The major difference between primary and secondary streetscape design shall be in scale. Pedestrian walkways shall be integrated with the street system and adjacent to developments where possible.

The following objectives apply to both the primary and secondary streetscapes within Homestead at Camp Verde:

- Plantings will be low water use and blend with the native desert landscape of the corridor
- Water conserving irrigation shall be provided until plantings are established
- The plant materials shall primarily be a mix of native and arid-adapted plants that blend with the natural landscape in undeveloped adjacent areas
- Occasional clusters of accent and/or ornamental trees may provide color and or texture contrast
- Tree and shrub masses shall be planted to frame views and focus attention to particular entry points into projects
- Shrub masses shall be mixed with generous numbers of native accent plants
- Clear lines of sight shall be maintained at all street intersections
- Groundcovers shall be planted to cover at least one third of the planting areas
- Decomposed granite or other inert ground cover, shall cover all unpaved areas within the development for dust and weed control. All surfaces to be covered with inert ground cover shall be treated with an approved pre-emergent prior to installation.

Primary Collectors Streetscape

The primary roadways enter The Homestead at Camp Verde from State Route 260 and Finnie Flat Roads. These roads will provide access to the various development areas.

The primary streetscape designs will utilize predominantly native vegetation and other plants creating a variety, color and texture combinations that reinforce the hierarchy of the street systems. In selected small areas along the primary streetscapes, it shall be appropriate to introduce exotic, more lush-appearing plantings to call attention to special landmark, landscape or architectural features.

Secondary Streetscape

Internal residential streets shall have secondary streetscaping. The streetscape for these corridors is intended to develop a colorful scene with a variety of plant types. Secondary collector streets shall be landscaped to complement the primary streetscape and to maintain the areas character. The major difference between primary and secondary streetscape design shall be in scale.

Each neighborhood may create its own streetscape identity by selecting plant materials provided in these guidelines.

B.4 ENTRANCES

Entrances and arrival points provide part of the visual vocabulary for The Homestead at Camp Verde. Entry statements serve to identify and direct circulation through various neighborhoods.

Primary Entrances

The primary entries will have entry monuments as gateways to the project and transitions from State Route 260 and Finnie Flat Road. These entry features signify arrival and establish the theme for the development. Special landscape treatments with specialty paving, lush plantings, signage, lighting, and monumentation shall be used to emphasize and contrast the major entryways with the rest of the environment.

Secondary Entrances

Secondary entry statements shall identify the arrival into the individual neighborhoods or subdivisions within the Homestead at Camp Verde master planned community. Secondary entry features, combining accent trees with specialty paving and plantings, shall be consistent with the style of the major entrances.

B.5 STREET FURNITURE

There are a number of designs for permanent street furniture that would be acceptable for use within the development area. Street furniture is one detail in an urban environment which strengthens the identity of an area. Street Furniture includes:

- Light Standards
- Pedestrian Lighting
- Mailboxes
- Benches
- Trash Receptacles

Standards for street furniture and lighting should be established and enforced to create a uniform image for The Homestead at Camp Verde. Lighting shall be used only as necessary for functional requirements of safety, security and identification. Any lighting used must be directed downward and screened so as not to light adjacent properties or project light into the night sky.

B.6 GRADING

The intent of grading guidelines is to minimize the impact and extent of disturbed areas to preserve the integrity of the natural landscape. Site grading should reflect the natural topography and result in harmonious transitions between manmade graded areas and natural terrain. Well-planned site grading can complement and reinforce architectural and landscape character by screening and reducing the perception of height and mass on buildings.

This is accomplished by:

- Limiting maximum cut slope to 3:1 and maximum fill slope to 4:1 whenever possible
- Recommendation that cut slopes should not exceed 5' in height, and fill slopes should not exceed 3' in height whenever possible
- Retain natural vegetation to greatest extent possible

- Avoid large, level graded building pads ("padding") on sloping sites whenever possible
- Replanting all graded slopes with trees, shrubs, and groundcovers to control erosion and minimize denuded view of the slopes
- Rounding tops and toes of all slopes

B.7 DRAINAGE

Collection and on-site retention of storm water runoff is encouraged to supplement the needed water supply. All retention/detention systems must be maintained periodically for optimum efficiency.

Drainage velocities shall be minimized to protect from erosion, reduce debris accumulation in streets and drainageways, and to prevent hazardous flow conditions. Whenever possible, native riparian vegetation shall be the predominant plant material throughout site drainageways.

B.8 DRAINAGEWAYS AND RETENTION/DETENTION BASINS

It is important for drainageways to remain as contiguous as possible so that they can function effectively as natural drainageways and wildlife corridors. In addition, the open space provides visual relief along pedestrian and vehicular routes and enhances the value of adjacent residential neighborhoods.

B.9 SCREENING AND BUFFERS

Areas to be screened from view from the streets and adjacent parcels of dissimilar use include: all parking areas, loading areas, and refuse collection areas. Screening shall consist of walls or earth berming and landscaping.

The landscaping requirement shall consist of trees, shrubs, and groundcovers that creates a visual barrier while adding interest and variety. Walls for screening shall be solid.

B.10 RECREATION AND TRAILS

Recreational features are important amenities for a master planned community. In addition to providing opportunities for exercise, these amenities encourage socializing among residents and help to promote a sense of community.

A system of pedestrian walkways, trails, and bicycle paths is strongly encouraged to connect all neighborhoods with the Commercial Center and other significant features within the community. A primary trail system shall follow the routes of the primary and selected secondary streets, and shall be designed to include paved sidewalks, landscaping, street furniture, and bicycle lanes.

The location of the Homestead at Camp Verde master planned community along the banks of the Verde River offers opportunities for soft or hard path trail systems that tie into regionally-planned trails such as a Town of Camp Verde Linear Park system and the Yavapi County Linear Park system.

B.11 BUILDING SITING

The project shall be planned to maximize the feeling of open space within the

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development. Design approaches include curving streets, orienting the road axis to open areas and the creation of views.

Buildings shall be designed and sited to minimize the impact and silhouette of built forms on the natural landscape. Roof line silhouettes shall minimize their visual impact by keeping a low profile, not dominating the horizon line.

In higher density, attached product type projects, individual units shall be clustered and oriented in a variety of ways to avoid the monotony of garage door corridors. The recreation areas shall be placed in highly visible locations such as an area visible from the project entry or adjacent to model complexes.

B.12 BUILDING SETBACKS

Varied setbacks shall be encouraged to reduce the tunnel effect created by uniform facade setbacks. Landscape design shall be used to enhance building setback variations.

The builder shall be responsible for providing landscaping and irrigation systems in the setback area to the edge of roadway pavement, in a manner complimentary to the on-site architecture and landscape design concepts.

B.13 UTILITIES

All new utility lines shall be underground. If existing utility lines need to be upgraded or moved, they shall be re-installed underground. Exterior transformers, utility pads, cable TV, and telephone boxes should be located out of view in public right-of-ways, or screened with walls, fences, and/or vegetation. Utility lines within the development shall not be located in areas that are to be left in a natural, undisturbed condition.

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C. COMMERCIAL AREA GUIDELINES

C.1 INTRODUCTION

As a basic principle, architecture and site planning are one inseparable process. The Design Review Committee (DRC) is concerned with Parcel subdivision, building layouts and building design because such design affects the three-dimensional character of not only each neighborhood, but the whole of The Homestead at Camp Verde.

These Design Guidelines shall be considered as a supplement to the Declaration of Covenants, Conditions, Restrictions, and Easements for The Homestead at Camp Verde (CC&R's). The CC&R's shall prevail in any discrepancies.

C.2 DESIGN INTENT

The Commercial Center, with its location along a primary entry road, is a major feature of the Homestead at Camp Verde development. Special landscape treatments are called for in this location to reinforce the importance of the Commercial Center.

A portion of the area reserved for the Commercial Center is situated near an existing wash. The Homestead at Camp Verde development plan recognizes the unique quality of this landscape. Wherever possible, related vegetation will be preserved in place to enhance the character of the Commercial Center developments. The landscape theme for the Center shall build on the agrarian concept of the established vegetation families and implement other lush "riparian" concept plantings.

Commercial and office projects are encouraged to provide meaningful amounts of open space for employees and patrons

C.3 LOADING, STORAGE, REFUSE AND SERVICING AREAS

Loading dock facilities in commercial and business developments shall be set back, recessed, and screened so as not to be visible from adjacent lots or sites, neighboring properties or streets.

In the commercial area, no materials, supplies or equipment including trucks or other motorized vehicles shall be stored on-site *except* in a closed building or behind a barrier screen so as not to be visible from neighboring properties and streets. Storage areas screened by visual barriers shall be located toward the rear portions of the site.

C.4 BUILDING DESIGN AND GROUPINGS

Improvements

It is intended that the design of improvements be as compatible as possible with the natural surroundings. This implies the incorporation of natural materials, simple forms, and sensitive siting. It is intended that Improvements not compete with each other or call attention to themselves at the expense of neighboring improvements and the natural setting.

The materials for external finishes shall be stucco on masonry or frame, adobe, slump block, split or textured decorative block/brick stone veneer, or wood siding. All materials must be approved by the DRC as described in the Design Guidelines. The primary finish material shall be used on all sides of buildings and structures.

Special consideration will be given to the siting of improvements with emphasis on the relationship to existing grades, preservation of natural features, trees, plants,

neighboring building sites and vistas.

Exterior Colors

The color palette for the project site is intended to complement its setting and provide a consistent display of variety throughout the development. All colors must have a reflectivity value of 50% or less and be similar to the palette provided in the appendix. Trim colors may have a reflectivity value of 65% or less and should complement the base color. All color palettes must be approved by the DRC.

Plans and specifications submitted to the DRC must include detailed palettes of the exterior color scheme, including all exterior surfaces. Exterior surfaces must be compatible with other buildings in the development.

C.5 LANDSCAPE IMPROVEMENTS

The purposes of residential site and landscape development guidelines is to:

- Create an attractive, high quality landscape consistent with the surrounding area and provide a neat and well-maintained appearance throughout the community. The landscape theme will help to integrate the various elements of the project.
- Design for the functional aspects of the landscape, such as:
 - *Defining clear circulation patterns for the pedestrian and motorist.*
 - *Screening of parking areas and other functions that may be objectionable as determined by the DRC.*
 - *Modification of microclimate, including shading of parking and pedestrian areas.*
 - *Developing pleasant outdoor use areas for residents and visitors.*

General Guidelines

- Landscape planning shall show sensitivity to existing adjacent landscapes in terms of species, design concept and views. This is not to suggest that repetitive landscape treatments are required or encouraged.
- Plant materials shall be selected from the Approved Plant List

Timing of Residential Landscape Improvements

- It is the intent of these guidelines that landscape improvements shall be substantially completed within ninety (90) days of close of escrow.
- Each Owner shall be responsible for dust control and prevention of erosion or sedimentation before, during and after installation of landscape.
- All disturbed areas not subject to immediate building and landscape construction shall have appropriate erosion prevention measures (such as seeding, etc.) implemented as specified by the DRC.

D. RESIDENTIAL AREA GUIDELINES

D.1 INTRODUCTION

The Design Guidelines take into account related market conditions based on professional input and the study of analogous projects.

There is no intent to have one Homestead "style." Rather, style will result from good planning and the innovative use of a selected range of materials and color. Materials and color will reinforce the continuity and quality design intended for the project. Builders and Homeowners are encouraged to explore unique combinations of materials to help set their project apart and still retain the sense of being a part of a high quality community. Materials and color generally have been selected to be compatible with the surrounding areas, in accordance with the attached color palettes (see Appendix K.4). A "style" also shall not be a veneer of decorative details in order to be labeled Tudor, Cape Cod, Victorian, or similar design. The Homestead at Camp Verde expects to include the best imaginative designs of each builder throughout all levels of the housing market.

The purpose of these Design Guidelines is to guide architects, builders, engineers and Owners in the design, construction and alteration of residential Dwelling Units in The Homestead at Camp Verde.

These Design Guidelines shall be considered as a supplement to the Declaration of Covenants, Conditions, Restrictions, and Easements for The Homestead at Camp Verde (CC&R's). The CC&R's shall prevail in any discrepancies.

D.2 RESIDENTIAL AREA SITE PLANNING/DESIGN GUIDELINES

D.2.1 Site Design

A. Existing Site Features

Site planning shall respect the relationship to existing land forms and features to the fullest extent possible. In all mass grading areas, Developer/Owners will attempt to salvage some vegetation when economically feasible. In areas where mass grading is not permitted, special care shall be taken to site buildings and other improvements so as to try to not disturb existing mature plant materials. Where this is not possible, vegetation shall be salvaged pursuant to guidelines for mass graded areas.

All site planning and development shall respect engineering criteria, including utility planning, proper grading, drainage and storm water detention, and soils engineering.

B. Neighborhood Plans

Variations in the streetscape shall be used to add interest, variety and an overall sense of quality to neighborhoods in The Homestead at Camp Verde.

- (i) Site planning techniques, such as combinations of reversed units, curvilinear streets, cul-de-sacs and variable front yard setbacks shall be used to avoid the monotony of a rigid streetscape. Whenever possible, front yard setbacks should vary by a minimum of three (3) feet between adjacent Dwelling Units.

C. Pedestrian Access

- (i) Developer/Owners shall provide both visual and physical access to the major Wash Corridors/open space areas as part of the site planning effort for their Parcels.
- (ii) Sidewalks shall be located along one side of all streets.

D.2.2 Driveways

- A. The criteria used to evaluate the location and width of driveways to a building site will include the size of the site; adjacent sites; engineering considerations; existing circulation patterns; and landscape and drainage areas.
- B. Driveways shall be constructed of concrete. The use of alternative paving such as integral color concrete, exposed aggregate or interlocking pavers is acceptable subject to approval by the DRC. Alternate driveway treatments shall be similar and compatible throughout a subdivision.
- C. A clear and understandable circulation pattern is required in all multi-family and single family attached development.
- D. Due to the size of the lots within the community, driveway extensions will be discouraged. Concrete driveway extensions for RV access to rear yards are prohibited.

D.2.3 Parking

- A. On-street parking shall not be allowed. The Board may establish fines and assessments for their violation, and/or may elect to tow vehicles at the expense of the owner.
- B. At least two (2) off-street parking spaces in an enclosed garage must be provided for each single family attached and detached Dwelling Unit. At least two (2) additional parking spaces must be provided on-site for detached Dwelling Units. Additional parking spaces must be paved and may include those provided on the driveway. Parking on unpaved surfaces is not allowed.
- C. Where development regulations permit minimal setbacks, garage doors should be positioned to either fully allow or prohibit tandem parking.

D.2.5 Grading, Drainage and Retention

- A. Excessive grading should not be necessary in The Homestead at Camp Verde and is not desirable for sensitive siting of improvements. Grading should produce graceful contours, not sharp angles, and should respect the natural land forms. Contoured swales and berms can be used to soften the impact of the structures and fences on each Lot. The degree of long slopes shall be varied to avoid the unnatural look of broad flat surfaces.

- B. Grading, drainage and storm water retention plans are required with each submittal for new construction of all building sites. Developer/Owners shall construct the grading and drainage systems as shown on the approved plans. Maintenance responsibilities shall ultimately be by the Association. Each Owner will not interfere with the established drainage pattern over a Lot or building site to or from adjacent flows onto any other property within the project site except as approved by the DRC.

D.2.6 Erosion Control

Developer/Owners shall provide temporary soil erosion control during the construction period that is in compliance with National Pollution Discharge Elimination System (NPDES) requirements. In order to prevent damage to a project site and siltation of adjoining areas, temporary barriers such as hay bales and drainage structures such as ditches, dikes and temporary sediment ponds, shall be utilized as needed.

D.2.7 Utilities

- A. All utility lines shall be located underground within the project site. Above ground appurtenances such as transformers, meters, vents, swimming pool equipment, etc. must be screened from view by landscape materials, or other techniques approved by the DRC. All utility cabinets and other such structures located on Arterial or collector streets shall be painted to match the adjacent perimeter wall color. No cesspool, septic tank, or other such disposal system shall be allowed within the project site.
- B. All Dwelling Units shall be pre-wired to accommodate telecommunication and community-wide cable services.

D.2.8 Community Open Space

- A. The development of usable open space and pedestrian/bicycle trails through Wash Corridors is encouraged in all land use areas through creative grouping of buildings and careful site layouts. Distant and close-in view corridors should be preserved wherever possible.
- B. Natural topography and native vegetation should be retained in community open space areas wherever possible. They should serve as natural buffers between neighborhoods and should be enhanced wherever possible. In those cases where active recreational facilities are developed, such as playing fields, the natural vegetation should be used as a transition from active to passive recreational areas. The interface between community open space areas and other development should be gradual, using natural vegetation as a transition. An effort should be made to minimize any landscape differentiation between community open space and adjacent properties.

D.2.9 Storage

Storage of goods, materials, machinery, equipment, trash, animals or similar items shall not be allowed if Visible From Neighboring Property. Any article, good or

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material to be stored other than in enclosed, covered buildings shall be enclosed either with screen fences or walls approved by the DRC.

D.2.10 Dog Runs/Pet Shelters

Only a reasonable number of generally recognized house pets (as determined by the Board and set forth in the Association Rules) may be kept on or in any Parcel or Lot and not used for any commercial purposes. Dog runs shall not be placed in front yards or where they create a nuisance to neighbors. No structure for housing pets shall be Visible From Neighboring Property. All structures or facilities must be approved by the DRC.

D.2.11 Mail Boxes

Aluminum Neighborhood Mailbox Units (NBU), based on the requirements of the U.S. Postal Service shall be used for the delivery of mail. NBUs will be enclosed in architecturally integrated structures approved by the DRC.

Clustering of NBUs along the street is encouraged. Siting of NBUs should be sensitive in order to minimize the impacts on adjacent land uses and the overall streetscape. Locations of NBUs will be determined by the DRC and the Developer/Owner based on the requirements of the U.S. Postal Service.

D.2.12 Clothes Drying

Outdoor clothes lines and all appurtenances are not allowed where Visible From Neighboring Property as outlined with the CC&R's.

D.2.13 Signs

No signs of whatever nature shall be placed on any Lot or Parcel which are Visible From Neighboring Property except (a) signs required by legal proceedings; (b) a maximum of two (2) street address identification signs for each individual Lot or Dwelling Unit, each with a maximum face area of 72 square inches; (c) "for sale" and "for lease" signs; and (d) subdivision, condominium and apartment identification signs, the nature, number, location, content and design of which shall be approved in advance and in writing by the DRC. Refer to the CC&R's as well as the Signage Guidelines within this document for additional information.

B.3 FORMS

D.3.1 Building Design and Groupings

A. Improvements

It is intended that the design of improvements be as compatible as possible with the natural surroundings. This implies the incorporation of natural materials, simple forms, and sensitive siting. It is intended that Improvements not compete with each other or call attention to themselves at the expense of neighboring improvements and the natural setting.

The materials for external finishes of houses, porches, structures, privacy screening, or courtyard walls shall be stucco on masonry or frame, adobe, slump block, split or textured decorative block/brick stone veneer, or wood

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siding. All materials must be approved by the DRC. The primary finish material shall be used on all sides of buildings and structures.

Special consideration will be given to the siting of improvements with emphasis on the relationship to existing grades, preservation of natural features, trees, plans, neighboring building sites and vistas.

B. Exterior Colors

The color palette for the project site is intended to complement its setting and provide a consistent display of variety throughout the development. All colors must have a reflectivity value of 50% or less and be similar to the palette provided in the appendix. Trim colors may have a reflectivity value of 65% or less and should complement the base color. A minimum of five families of color shall be used in each subdivision, in an alternating manner to minimize a mono-color appearance of the neighborhood. Builders are encouraged to use two or three values from the same color family on each home, as an additional complement to the architecture and in order to establish more individual identity. All color palettes must be approved by the DRC.

Plans and specifications submitted to the DRC must include detailed palettes of the exterior color scheme, including all exterior surfaces. Exterior surfaces must be compatible with other buildings in the neighborhood.

Any repainting or remodeling of exterior surfaces shall require submission of a color scheme to the DRC for approval. The DRC, in its discretion, may approve other, compatible colors for Dwelling Units besides those originally, approved for a subdivision.

C. Building Massing

A variety of building forms and elevations will add interest to the neighborhood and careful combinations of Dwelling Units on adjacent Lots will provide a more interesting character. Two story Dwelling Units shall have some single story elements. Wherever possible, these elements should be set adjacent to single story Dwelling Units or the single story portions of other two story Dwelling Units. Single story designs shall have some variation to the ridge line of the buildings.

D. Relationship of Buildings on Adjacent Lots

The footprint and roof overhang should work together to provide variety and interest along each street. Builders are encouraged to arrange plans on adjacent Lots to complement one another and avoid a monotonous streetscape. The same Dwelling Unit elevation shall not be placed on adjacent Lots or directly across the street from each other.

E. Priority Elevations

It is assumed that the residences will be seen from all angles. There shall be

a continuity of colors, materials and details on all elevations to ensure the highest visual quality. Priority should be given to those sides which are Visible From Neighboring Property and should be the most articulated elevations.

Structures with similar elevation design and detailing shall never be located next to each other. All designs and locations shall be approved by the DRC.

F. Porches and Balconies

Porches and/or balconies are encouraged in the design of all residential Dwelling Units to promote human scale and to provide visual interest to the building architecture.

C. Alterations

All exterior building materials and the commencement of any exterior alteration must be approved by the DRC as described in Section B of the Design Guidelines.

D.3.2 Roof Design

A. Roof Style

All roof types, designs and styles must be approved by the DRC. Mansard, gambrel, and A-frame roof forms are generally not acceptable.

B. Roof Materials and Colors

Generally, roof materials and colors are meant to complement the architectural theme of each development and are subject to approval by the DRC. Acceptable materials include concrete and clay tile. Other materials such as non-reflective metals may be appropriate, but are subject to approval by the DRC.

Roof color shall conform to the overall color palette and shall complement the exterior building color. Mottled earthtone tile is acceptable. Stark contrasts to the building color or unnatural, intense roof colors (i.e., blue, pink, red) will not be permitted. Roof colors shall be approved by the DRC prior to construction.

For each subdivision, a minimum of five colors of roof materials shall be used to avoid the monotone appearance of the neighborhood roofline.

C. Roof Geometry

- (i) The visual quality of the streetscape is greatly enhanced by the use of interesting roof geometry among the various Dwelling Units.
- (ii) Long unbroken ridgelines promote monotony and should be avoided. Large front facing gables are unacceptable unless broken

into smaller components. Roof geometry changes are most successful when accompanied by offsets in the building plan and Homebuilders are strongly encouraged to fully integrate the floor plan and roof line to add interest to each Dwelling Unit.

D. Roof Details

Just as important as the overall geometry, the details of the roof will complete the overall sense of quality design. While all roof designs are subject to approval by the DRC, several details have been outlined as to their acceptability. Homebuilders are encouraged to propose additional innovative details that will give their homes a certain identity.

- (i) Ends of 2 x rafters or joists shall not be exposed. A fascia shall be used in such situations. Larger timber such as four by six (4 x 6) feet may be exposed.
- (ii) Fascias are very important and shall be a minimum of two by six (2 x 6) feet or at least two (2) inches larger than the rafters or joists which they are facing (i.e., two by ten (2 x 10) inch fascia over two by eight (2 x 8) inch rafters).
- (iii) All sloped roof surfaces on any one structure must be the same material and color.
- (iv) Roof details such as dormers and parapets to create interesting roof detail may be allowed with DRC approval.

E. Skylights

The visible portions of skylight frames are subject to the finish requirements and approval by the DRC. Raw aluminum frames may be painted to match the roof color.

F. Patio Roofs

All patio roofs, shade structures and trellises shall be a visual extension of the architecture and main roof structure. The roof of any appurtenances except trellises, which are Visible From Neighboring Property shall be of tile or other "built-up" roof material approved by the DRC.

G. Rooftop Equipment

- (i) In order to maintain a clean roof line character, the installation of any roof mounted equipment is not permitted. Such equipment includes, but is not limited to, air conditioning and heat pump units, evaporative coolers, antennas, satellite dishes, non-integrated solar collectors and wind turbine ventilators.
- (ii) All architectural function equipment or projections such as vents, pipes, flues for gas appliances and flashings shall be located to the rear of the structure, as much as possible, so as not to be visible

from the street. All such equipment shall be painted to match the roof color.

H. Solar Collectors

Solar collector systems may be incorporated into a house, provided the panels are architecturally integrated into the roof system. Collector panels must lie parallel to the roof surface and be attached directly to it. The panel framing and mounting hardware must be painted to match the roof color. Add on units must be completely screened from view from ground level in all directions. Screening must be an integral part of the architecture. The DRC shall approve all installations. All storage tanks and control equipment must be located in a garage, storage room or similar location. Outdoor or ground mounted equipment will be subject to the screening guidelines.

D.3.3 Architectural Details

A. Windows

Windows should be fully integrated into the overall architectural design, and careful attention should be given to their size, type and organization. The following guidelines are among the criteria to be used for approval by the DRC.

- (i) Wherever possible, they should be grouped into recessed areas or bordered by projections which provides a shadow pattern.
- (ii) They should not appear to be like surface "holes" cut into the side of a box, with the window frame flush with the exterior surface.
- (iii) Recessing the window into the wall is preferred. If this is not possible, window surrounds, shutters, or other surface treatments may be used if accepted by the DRC. The projected surround should be a minimum of four (4) inches wide and two (2) inches deep with the same finish treatment as the exterior wall.
- (iv) All windows on elevations Visible From Neighboring Property shall be subject to the design details as described above or another design treatment as approved by the DRC.
- (v) Reflective glass or window film with a Visible Light Reflection Rate of 20% or greater will not be permitted. Non-reflective glass of bronze or similar color may be used subject to approval by the DRC.
- (vi) Frame finishes shall complement architecture and color of the Dwelling Units. Acceptable finishes include bronze anodized aluminum, metal clad wood and painted wood. Clear or gold

anodized finishes are not permitted. Metal frame windows must have a factory applied color finish. Field painting of metal frames shall not be permitted. Painted colors shall complement the building color.

- (vii) In no event shall the interior or exterior of any window be covered with reflective material such as foil, or with paper, bed sheets or other temporary coverings.

B. Awnings and Canopies

Awnings and canopies provide an effective means for controlling glare and excessive heat build-up on windows and door openings, which help in reducing energy consumption and utility costs. The manner in which sun shading is provided has considerable effect on the exterior appearance of a house. The following guidelines are among the criteria to be used for approval by the DRC.

- (i) Awnings and canopies shall be placed in rear yards only.
- (ii) Awnings and canopies should be compatible with the architectural character of the Dwelling Unit in terms of style, materials, color and visual scale.
- (iii) The color of the awning or canopy shall match the trim or dominant color of the Dwelling Unit. Exceptions must be approved by the DRC.
- (iv) The location of any awning or canopy shall not adversely affect views, sunlight, or natural ventilation of adjacent properties.
- (v) If Visible From Neighboring Property, metal or wood frames for awnings shall be painted to match the trim or dominant color of the Dwelling Unit.
- (vi) Plastic or rigid metal awnings are not permitted. Shade material must be canvas (or other woven material) of a color which is complementary to the house as approved by the DRC. Shade screens which are not an integral part of a window system are not permitted.

C. Screens, Storm Windows and Security Doors

Screens and storm windows color and style shall match the house detailing. Security doors must be of simple design and match the color of the Dwelling Unit or black. DRC approval is required prior to installation. Mechanical security screens will only be allowed when the box required to store the screen in the retracted position, is built into the wall.

D. Chimneys

Chimneys can be used to help establish and reinforce an ornamental or

thematic effect. They shall be built of masonry, frame, brick, block, stone or stucco. The minimum plan dimensions for an exposed mass above the roof line shall be twenty four by forty eight (24 x 48) inches and larger forms are encouraged. No exposed metal flues will be permitted. Spark arresters must also be shielded from view as part of the overall chimney design, but not enclosed to the point of diminishing their effective operation. Design must be approved by the DRC prior to construction.

E. Garage Doors

Front loading garages shall not project more than twenty (20) feet from front of enclosed portion of a Dwelling Unit. Builders are encouraged to mitigate the visual impact of garages by the use of front porches, porticos, courtyards or by recessing garages. The use, orientation and style of garage doors should be carefully addressed to lessen the dominant visual impact they can have on a neighborhood. Only sectional garage doors shall be used. One piece flip-up doors are prohibited. Single garage doors have a more human scale than a double door and can break up an elevation. Use of them is encouraged wherever possible. In the case of a three car garage, the single door should be offset from the double door to provide additional relief in the elevation.

Garage doors shall be painted the same color as the Dwelling Unit or may also be one of the selected values of the same family, or a complementary color, if approved by the DRC.

F. Patios and Decks

Patios and decks may be constructed of wood, masonry, stone or concrete, provided that the design and texture of the material is in harmony with the Dwelling Unit. Paint color shall be either the dominant or trim color of the Dwelling Unit. Deck design shall minimize unsightly support structures. Wood decks may be stained with a color approved by the DRC or left to weather naturally. All designs must be approved by the DRC prior to construction.

Decks Visible From Neighboring Property shall not be used as storage areas.

G. Ground Mounted Equipment

Ground mounted equipment Visible From Neighboring Property, such as antennas, satellite receiving stations or other devices for transmission or reception of radio or television are not permitted.

H. Screening

All ground mounted equipment such as air conditioning units, satellite dishes, pool or fountain equipment and electrical boxes, shall be screened from view from the street, adjacent properties and open space corridors. All screening shall be a logical extension of the architecture of the residence in color, materials and texture. Changes in material from the main house or

freestanding screens are not permitted. If garbage cans are to be stored outside of an enclosed garage or shed, a screened enclosure must be large enough for two containers and must be provided for each Dwelling Unit.

I. Utility Meters

The visual impact of utility meters from street view shall be mitigated by a variety of techniques including:

- (i) Painting all equipment and appurtenances (other than that needed to take readings) to match the color of the Dwelling Unit;
- (ii) Landscape screening from street view; and,
- (iii) Locating meters away from front yards within practical limits.

In no case shall visual or physical access to utility meters be obstructed.

D.3.4 Exterior Lighting

A. Design Intent

The lighting concept at the project site is to add security to pedestrian areas and to allow the monuments and signage to be visible without excessive illumination, glare or light pollution. Exterior lighting used for security, landscaping or building illumination, game or sport lighting or area illumination must be shielded or filtered. All exterior lighting design must be approved by the DRC and follow "dark sky" requirements.

B. Subdivision Entries

Subdivision entries may be illuminated using well fixtures mounted flush with the ground. Backlighting or internal lighting methods must be approved by the DRC prior to construction.

C. Building Lighting

All exterior light fixtures affixed to a Dwelling Unit or structure shall be understated. Lighting shall be used primarily to identify pedestrian walkways and/or entrances to residences. Indirect lighting shall be used wherever possible. No lighting shall be allowed that produces excessive glare or that shines on another residential Lot.

D. Landscape Lighting

Landscape lighting can be highly effective as an accent statement to highlight major trees and landscape features at street intersections, wash corridor/street intersections or other pedestrian areas. Landscape and low level pedestrian lighting may also be used at pedestrian passages.

Landscape lighting for residential Lots may also be used for accenting

landscape features, sidewalks or driveways or for security. The use of colored lenses or bulbs are not permitted except for lighting used as holiday decoration.

E. Fixtures

All landscape lighting is to be low voltage. Fixtures are to be of a high quality architectural design.

D.3.5 Walls

A. Approvals

Prior to the construction of any fence or wall in any zoning district, plans indicating materials and color to be used and location shall be submitted to the DRC for approval. Property lines shall be verified by the Owner prior to construction.

Refer to the CC&R's for The Homestead and Camp Verde for additional information on walls to be used within the community.

D.3.6 Architectural Maintenance

- A.** All buildings, roofs, walls and fences and other structures located on a Parcel or Lot shall be well-maintained in a clean, neat and attractive condition at all times at Owner's sole cost and expense. Specifically, materials must be repaired when they become worn or damaged, discolored, weather-beaten or otherwise unsightly due to disrepair. Repairs shall be made in a timely manner and once begun shall not be interrupted for an extended period of time.
- B.** Any repair or replacement must be accomplished in such a manner that the repaired or replaced portion is uniform in appearance with the surrounding portions of the structure. DRC reserves the right to refuse approval of any exterior improvements or repairs.

***D.4 LANDSCAPE
IMPROVEMENTS***

D.4.1 Purpose

- A.** The purposes of residential site and landscape development guidelines is to:
- (i) Create an attractive, high quality landscape consistent with the surrounding area and provide a neat and well-maintained appearance throughout the community. The landscape theme will help to integrate the various elements of the project.
 - (ii) Design for the functional aspects of the landscape, such as:
 - Defining clear circulation patterns for the pedestrian and motorist.
 - Screening of utilities, appurtenances, and other functions that

may be objectionable as determined by the DRC.

- Developing pleasant outdoor use areas for residents, visitors, and the Town of Camp Verde at large.

- (iii) Provide a water conserving landscape which can address functional and aesthetic opportunities while minimizing water use. Techniques to reduce consumption include efficient irrigation system design and installation of low water use plants.

B. General Guidelines

- (i) In view of the landscaping goals and objectives as outlined herein, it is strongly recommended that each Owner obtain the assistance of a qualified Landscape Architect or Landscape Designer thoroughly familiar with all aspects of site and landscape design in the region.
- (ii) Landscape planning shall show sensitivity to existing adjacent landscapes in terms of species, design concept and views. This is not to suggest that repetitive landscape treatments are required or encouraged.
- (iii) Plant materials shall be selected from the Approved Plant List.

D.4.2 Timing of Residential Landscape Improvements

- A. It is the intent of these guidelines that landscape improvements shall be substantially completed within ninety (90) days of close of escrow.
- B. Each Owner shall be responsible for dust control and prevention of erosion or sedimentation before, during and after installation of landscape.
- C. All disturbed areas not subject to immediate building and landscape construction shall have appropriate erosion prevention measures (such as seeding, etc.) implemented as specified by the DRC and as outlined within these guidelines.
- D. Phasing of landscape improvements may be permitted subject to approval by the DRC. Landscape plans shall clearly indicate immediate and future improvements. A definitive timetable for the installation of such future improvements may be required by the DRC.

D.4.3 Grading and Earth Shaping

- A. Landscape areas should not be flat, "straight-line" planes, but rather rolling, pleasant and more natural earth forms. Smooth and natural slopes should be used for all berming and shaping. Slopes exceeding 3:1 generally are not acceptable.
- B. Grading of residential Lots and Parcels shall be designed to convey storm water away from any Dwelling Unit.

- C. Drainage to wash corridors or adjacent lots is prohibited.
- D. Homeowners adjacent to wash corridors adding berms must meet existing grade at wash corridors.

D.4.4 Front Yard Design Requirements

- A. Trees. The home builder or buyer shall provide a minimum of one (1) 36" box tree and one (2) 15 gallon trees per yard from the Recommended Plants List. For Lots 100 feet wide or wider, two (3) 15 gallon trees from the recommended plants list are required. No substitutions for trees, such as cacti, are permitted without prior approval of the DRC. Quantity changes in the total number of trees placed within the front yard of each lot must be approved by the DRC prior to installation.

- B. Shrubs. The home builder or buyer shall provide a minimum of:

- Shrubs (5 gallon) 1 per 100 square feet of front yard¹
- Shrubs (1 gallon) 1 per 120 square feet of front yard¹

The Architectural Committee will consider a lesser number of 5-gallon shrubs and/or a greater number of 1-gallon shrubs as long as approximately the same total number of shrubs is achieved, or the landscape plan is otherwise acceptable to the Committee.

Utilize shrubs to create "foundation" planting adjacent to the home. This provides a transition between the home and the ground plane. Shrubs may also be used to provide a good back-drop for ground cover and accents.

- C. Accents. The home builder or buyer shall provide a minimum of :

- Accents (5 gallon) 1 per 150 square feet of front yard

Accent plants are intended to create points of interest in the front yard. Utilize a limited variety of plants in small groupings or clusters to create a unique focal point in the landscape. Random, scattered, free standing plants are not recommended. Use clusters of accent plans with berms and trees.

- D. Ground Covers. The home builder or buyer shall provide a minimum of:

- Ground covers (1 gallon) 1 per 100 square feet of front yard or as necessary to complement the larger specimens with Architectural Committee approval.

Plant ground covers in small groups of 3 or more similar plants to create the most desirable design composition. Random, scattered, free standing planting is not recommended. Ground cover is best used as a foreground

¹ Front yard area is defined as the total amount of the front yard from the back of sidewalk to the face of the house less the area allotted for the driveway.

material to provide color adjacent to walks or entrances.

- E. Decomposed Granite: All unpaved and non-turf areas shall be covered with 2" of decomposed granite as necessary.
- F. Turf. Home builders or buyers may use turf grass in the front yard subject to the following restrictions:
- Turf area may not exceed 25% of the total front yard landscape area.
 - Turf must be a minimum of 10' in width.
 - Turf must be maintained in a neat, weed-free condition at all times.
 - Turf must be irrigated by automatic underground irrigation system.
 - Turf area must be defined with a concrete or masonry border (4" min. width)
- G. The Committee's submittal requirements include a Landscape Compliance Worksheet. If the Committee does not provide a prepared "residential landscape design review checklist" for completion, the builder shall still demonstrate compliance with Design Guidelines by providing a plan summary itemizing the calculated number of required plants and the actual number of plants.
- H. Visible irrigation equipment such as controllers, valves or other plumbing above ground, shall be painted to match the home or other appropriate color. Screening of the equipment is also encouraged.

D.4.5 Landscape Materials

The Architectural Committee has not developed a closed list of landscape materials for use in the single family portions of the Project. In order to allow a reasonable freedom of expression, lists of Recommended Landscape Materials and Prohibited Landscape Materials have been developed.

Subject to the approval by the DRC, other materials may be used in addition to those that appear on the Recommended Landscape Material List. However, the DRC encourages home builders/buyers to use materials that meet the objectives of the Community.

D.4.6 Rear Yard Design Requirements

Rear yards within the Project single family areas may be improved in any manner that suits the lifestyle of the owner. The only restriction within fully enclosed rear yards is that plant materials that are not indigenous to the area shall be limited to enclosed yard areas and shall not exceed 20' in height.

For any rear yard with a view fence, wherever located, the DRC requires a landscape plan to be submitted and reserves the right to comment upon

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and require changes to the landscape plan or installation.

The DRC will concern itself with the view fence remaining unobstructed, matters similar to those expressed in any part of these Guidelines pertaining to wash corridors, and a general maintenance of standards established within the Project.

D.4.7 Prohibited Plant List

The approved plant lists provided were carefully chosen for their appropriateness and availability. Certain plants are frequently requested which are not on the residential plant list. Following this is a list of prohibited plant material for the residential areas because of their size at maturity, high water use, invasive roots or inappropriateness to the surrounding area.

D.4.8 Rock Ground Cover and Boulders

A. Decomposed Granite

All decomposed granite used with the project site shall be of a color similar to indigenous granite and compatible with the residential character and color scheme.

The acceptable size and color shall be determined at a later date by the Owner/Developer.

B. Boulders

Boulders shall be of granite and of a color similar to indigenous granite. Visible rip-rap is not allowed on a permanent basis. Native rock, pit run rock, or river run rock shall be allowed; through river run rock shall not be located in highly visible areas. Locations visible by arterial/collector streets and the wash corridors are prohibited from using river run rock. Samples or photos of all materials shall be submitted to the DRC for approval.

D.4.9 Hardscapes

Additional pavement or garden walls other than those offered by the builder shall be approved by the DRC prior to construction. Any additional pavement areas in the form of concrete, blacktop, brick, tile or wood decking must be approved by the DRC. No bollards, chairs or rope will be allowed as part of the front yard landscaping.

D.4.10 Headers

Headers may not exceed 8 inches in width and shall be flush where they abut other paved areas. No rock, railroad ties, plastic, steel, aluminum or redwood header board will be approved by the DRC.

D.4.11 Landscape Structures

- A. Sheds, greenhouses, gazebos and similar structures are allowed in rear yards only and require DRC approval. Storage sheds which are Visible From Neighboring Property shall be painted and shall have roofing materials which match the color of the Dwelling Unit. Gazebos must be located 15 feet from a property line and are limited to ten (10) feet in height and must be painted to match the color of the Dwelling Unit for that Lot or have a natural wood finish. Plastic bubbles and air structures are prohibited. Sheds must be located at least five feet from a property line.
- B. Fountains, pools and hot tubs are permitted in all land use zones but are prohibited in front yards. The DRC shall consider the impacts of noise, lighting and visual privacy on adjacent properties in review of applications, especially in multi-family developments. All pools must have DRC approval prior to construction.
- (i) Temporary or above-ground pools greater than eight (8) feet in diameter are prohibited. Children's portable wading pools eight feet in diameter or less will not require DRC approval.
 - (ii) Screening and fencing for safety and security must comply with the Town of Camp Verde Code Requirements.
 - (iii) Visual and privacy screening shall be accomplished primarily with plant material.
 - (iv) Covered and enclosed pools and spas are permitted if the design, materials and colors are consistent and compatible with the Dwelling Unit and approved by the DRC.
 - (v) No fountain, pool (temporary or permanent) or hot tub shall be allowed to drain directly into any Wash Corridor or Common Area.
 - (vi) Swimming pool slides must meet setbacks and color restrictions of landscape structures and shall be approved by the DRC prior to installation.
- C. Basketball goals must be approved by the DRC prior to installation. Basketball backboards shall be installed on permanent pole structures only. The backboard color shall be white, clear plastic or painted to match the color scheme of the Dwelling Unit. No logos shall be added beyond the manufacturer's logo. All mounting hardware and poles must be painted to match the color scheme of the Dwelling Unit. All installations require DRC approval. Backboards located in the front yard shall be on the interior side of the driveway, or rear yard only. Backboards shall not be located to allow basketball playing from within a public street. Exterior side of driveway installations require written permission of the adjacent Homeowner. Backboard poles and mounting hardware shall be maintained in a safe and attractive condition, including the rims and nets.
- D. Children's play areas and equipment are encouraged as common facilities.

Siting and design must consider safety, noise and aesthetic impacts.

Such play equipment in Single Family Lots are prohibited in front yards and must be located a distance of not less than fifteen (15) feet from a Lot line and not exceed ten (10) feet in height. Play equipment Visible From Neighboring Property shall be painted to match the color scheme of the Dwelling Unit or natural wood finish.

D.4.12 Irrigation

- A. Complete automatic underground irrigation systems that emphasizes low water use shall be required for all landscape areas.
- B. All plantings shall be grouped by combining plans of similar water requirements to avoid excessive or inadequate watering of individual plants. By grouping, it is possible to zone the irrigation system accordingly, providing for proper water application to each plant species. Shrub planting beds and irrigated lawn areas shall be zoned separately.
- C. All spray irrigation of turf and flower bed areas shall be designed to avoid overspray onto public sidewalks or streets. Automatic controllers shall be scheduled to avoid runoff. Watering at night and early morning is strongly encouraged as an additional water saving measure.
- D. Drip irrigation systems shall be used for all landscaped areas, except for turf and flower beds.

D.4.13 Residential Landscape Maintenance

- A. Each Owner, at Owner's sole cost, shall be responsible for the maintenance and repair of all landscaping on Owner's Lot or Parcel. This includes the area between the street curb and right-of-way line on the Owner's Lot or Parcel, except those areas owned by the Association. All landscaping shall be maintained in good condition, including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control and trash removal. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent.
- B. If such maintenance is not performed by the Owner, the DRC may enforce these guidelines using the procedures described in the CC&R's.

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E. WASH CORRIDOR GUIDELINES

E.1 INTRODUCTION

E.1 PURPOSE

The purpose of the Wash Corridor guidelines is to establish appropriate grading, landscaping and pedestrian circulation standards for construction of the Wash Corridors within the project site. These standards will ensure that Wash Corridors become an amenity and unifying element for the entire community.

E.2 WASH CORRIDOR GRADING GUIDELINES

Every effort shall be taken to keep the existing washes as undisturbed amenities. However in some instances, such as roadway crossings, some grading of the areas must occur.

E.2.1 Maximum Sideslopes

Any reconstructed graded slope of the Wash Corridor sideslopes roadway crossings and other appropriate locations shall be no steeper than four horizontal to one vertical (4:1) and shall be maintained in its finish graded state.

E.2.2 Contouring

Contouring shall be utilized to create a varying slope of disturbed Wash Corridor sideslopes. Contouring shall also be utilized to provide an integrated seam for the top of the wash sideslope and the finish grade of the adjacent Parcel to produce graceful contours reminiscent of natural landforms. Earth berming may be utilized at the tops of wash sideslopes and within the washes to channel water and pedestrian/bicycle paths throughout the linked system. Earth berms shall be no steeper than four horizontal to one vertical.

E.2.3 Erosion Control

Erosion control to stabilize disturbed areas throughout the project site is extremely important to reduce soil sedimentation in the Wash Corridors and soil loss through the air. A soil erosion plan for all developments in the project which specifically identifies methods to prevent soil loss, in accordance with NPDES, shall be submitted by the party constructing the improvements to the DRC.

E.2 WASH CORRIDOR LANDSCAPING GUIDELINES

E.3.1 Purpose

The purpose of landscaping the Wash Corridor system is to retain and enhance the natural rural character of the project. The landscape theme will seek to achieve a natural appearance using an informal design that provides a unifying element for various land use types and densities throughout the project.

E.3.2 Requirement of Landscaping

All Wash Corridors and adjacent Common Areas shall be landscaped based on the requirements included herein. No plants shall be installed within limits of low flow channel.

E.3.3 Landscape Plan

A landscape plan for all Wash Corridors shall be submitted by the developer of the Wash Corridor system for approval to the DRC. The design shall comply with the standards established in these Design Guidelines. Adjacent Developer Owners shall submit a landscape plan for approval to the DRC for all open space, drainage or other Common Areas adjacent or connecting to the Wash Corridors. All landscape plans shall address landscape concept and plant materials, erosion control, irrigation and urban design elements (i.e., furniture, structures, etc.).

E.3.4 Timing and Installation Responsibility of Landscape Improvements

Drainage, landscape, irrigation, hardscape and urban design elements for the Wash Corridors shall be installed by the developer of the Wash Corridor system. Retaining walls constructed along the perimeter of Wash Corridors needed to achieve the required capacity, function or design of the Wash Corridor shall be the responsibility of the developer of the Wash Corridor. Any disturbance or damage of these elements due to construction of improvements on adjacent Parcels shall be reconstructed to its original condition by the Owner of the adjacent Parcel. Landscaping and irrigation improvements shall be installed immediately subsequent to the completion of drainage, grading and hardscape improvements, unless otherwise allowed by the DRC. The DRC, at its discretion may require the posting of financial guarantees to ensure the completion of wash corridors landscaping and irrigation improvements. Landscape installation on adjacent Parcels is the responsibility of the adjacent Parcel Owner.

E.3.5 Plant Material List

Acceptable plant materials for inclusion into the Wash Corridor network are identified in the Approved Plant List. Modifications to this list must first be approved by the DRC.

E.3.6 Irrigation Water Conservation

Water conservation measures shall be utilized to reduce water use for Wash Corridor and Common Area vegetation. Landscape irrigation of the washes shall utilize an automatic drip system. The irrigation system controllers shall be specified by the DRC for conformance with the overall maintenance objectives of the Association. Early morning and evening watering is recommended as an additional water conservation measure.

E.3.7 Non-Vegetation Landscape Materials

Non-vegetation landscape materials utilized within the Wash Corridor network including decomposed granite or rock shall match the color and texture of the natural soil type of the project and shall require approval by the DRC.

E.3.8 Urban Design Elements

Urban design elements may include, but not limited to furniture, shelters and walls and shall be approved by the DRC. Furniture may include benches, bollards, drinking fountains and directional signs. Shelters to provide shade for seating areas may also be utilized to complement the furniture design. The design theme of Wash

Corridor urban design elements shall be the basis for all subject Parcel plans submitted for approval by the DRC.

**E.4 WASH CORRIDOR
PEDESTRIAN/BICYCLE
PATH GUIDELINES**

E.4.1 Path System Design

- A. The Wash Corridor pedestrian/bicycle path system shall consist of a meandering path of cleared native earth or decomposed granite. The path shall be designed to prevent undermining or other damage as a result of storm water flows. The horizontal alignment and materials shall be approved by the DRC.
- B. Whenever possible, the path location should be in proximity to Parcel access openings such as pedestrian passages to create better linkages to the neighborhoods. A minimum of four (4) feet shall separate the path from perimeter walls. Exceptions must be approved by the DRC.
- C. The transition between paving and surrounding finish grade should be flush to prevent safety hazards.
- D. Storm water flows from adjacent Parcels shall not cross the surface of the Wash Corridor pedestrian/bicycle path. Exceptions must be approved by the DRC.
- E. No motorized vehicles are permitted on the path except maintenance and emergency vehicles. Maintenance access shall be from collector streets or other points approved by the DRC. Bollards or other vehicle control devices are recommended to control access to the path and must be approved by the DRC.
- F. Finish colors of special concrete structures (benches, walls, bridges, drop structures and stairs) shall be compatible with the overall project color theme. All colors shall be approved by the DRC.

E.4.3 Timing and Installation Responsibility of Pedestrian/Bicycle Paths

The main Wash Corridor pedestrian/bicycle path shall be installed by the developer of the Wash Corridor system in accordance with the standards established in these Design Guidelines. Adjacent Developer Owners are responsible for providing lateral path connections from their Parcels.

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F. SIGNAGE GUIDELINES

F.1 INTRODUCTION

Signage has an important and obvious impact on the character and quality of the built environment. As a prominent or subtle part of the scenery, signs can attract or repel the viewing public and affect the safety of vehicular and pedestrian traffic. All signs within The Homestead at Camp Verde will be designed to provide consistent reinforcement of the development character and style. Signs must communicate not only specific information but should, in themselves, add to the attractiveness of the area.

These Homestead at Camp Verde Sign Guidelines have been carefully designed to create a strong Planned Community image that will contribute to the functioning, vitality and value of the entire development. The guidelines will review the materials, colors and typefaces that visually link all the signs and reflect the unique architecture and landscape of Homestead at Camp Verde.

All signage must be approved by the DRC prior to construction and installation.

F.1 PURPOSE

The purpose of these signage guidelines is twofold: 1) to establish quality and consistency of signage throughout the development, and 2) to accommodate public safety and ease of circulation.

The objectives of the signage guidelines are:

- To create a visual atmosphere unique to The Homestead at Camp Verde.
- To create effective visual communication to assure safe and clear traffic flow.
- To create a visually quiet vehicular circulation system.
- To create a material and color palette combined with forms that unify the development.

F.1 GENERAL REGULATIONS

A signing hierarchy should be developed to provide a cohesive link within the community. Signage design, permanent sign locations, and temporary signage locations will be administered by the Master Developer. Town of Camp Verde sign code requirements as well as Master Developer requirements will apply.

The following criteria are to be adhered to for all signage, whether temporary or permanent:

- All signs for all parcels, including permanent entry monumentation, must be developed along these guidelines and submitted to The Homestead at Camp Verde Design Review Committee (DRC) for approval prior to their implementation. The DRC is responsible for final interpretations of these guidelines but may, at its discretion, modify them to accommodate unforeseen circumstances;
- Individual neighborhoods should be recognized by means of identifying entry monumentation. This includes: signage, wall treatment, and use of landscape treatments
- Individual neighborhood entry signage must be compatible with both the Design Guidelines and the primary entry monumentation. Compatibility will be in terms of size, letter style, and materials in order to create an overall consistency within

Homestead at Camp Verde

- No permanent billboards are allowed
- No signs, unless lawfully permitted, shall be placed upon or project into or above public property or right-of-ways unless approved by Town of Camp Verde and the Design Review Board
- Painted signs shall use fade-resistant, durable, exterior finish paint. Paint color shall be earth tones, and be compatible with adjacent neighborhoods
- Signage graphics shall exhibit clarity and directness of message
- Signage shall be restrained in character and no larger than necessary for adequate identification
- The size, color, shape, and placement of the sign is to be compatible with and bear a harmonious relationship to the neighborhood it identifies
- All signs shall be maintained in good repair, including the display surface, which shall be kept neatly painted or posted. The exposed backs of all signs visible to the public shall be suitably finished and maintained
- All signage shall be designed free of bracing, angle-iron, guy wires, cables or similar devices

F.2 BUILDING MATERIALS**Building Materials**

The following materials are permitted for sign faces, supports, or standards:

- Metal or ceramic tiles of letters or symbols inset in adobe, flagstone, boulders, or block
- Cement stucco over concrete block or wood frame
- Split face concrete block
- Slump block
- Brick and mortar washed brick
- Fired adobe block
- Mud stucco over stabilized adobe block
- Natural rock

Alternative materials may be considered and shall be approved by the DRC prior to construction and installation.

F.3 TYPEFACES

The typeface for all signage within Homestead at Camp Verde will be consistent in style. Character spacing should be fairly opened for maximum legibility.

The typeface style for all signs, shall be selected by the Master Developer at a later date.

G. DESIGN REVIEW REQUIREMENTS

G.1 OBLIGATION TO OBTAIN APPROVAL

These Design Review Requirements shall be considered as a supplement to the Declaration of Covenants, Conditions, Restrictions, and Easements for The Homestead at Camp Verde (CC&R's). The CC&R's shall prevail in any discrepancies.

All excavation, grading, landscaping and/or other work which alters any portion of the Covered Property from its natural state existing on the date said Property was Sold or Leased by Declarant must be performed in accordance with these Design Guidelines. Every building, residence, fence, canopy, exterior wall, sign, lighting, pool, foundation, roadway, driveway, drainageway or other structure or improvement built or erected on any Lot or Parcel must conform with the Design Guidelines. Any changes, modifications, alterations, remodeling or maintenance that alters the exterior appearance of any improvement (including any change in color scheme) must comply with the Design Guidelines. All exterior trees, bushes, shrubs, plants or other landscaping planted or placed upon the Covered Property must be selected from the Approved Plant List. Before commencing any work covered by this Section G.1, each owner shall submit to the DRC such plans and specifications for the proposed work as the DRC may request in accordance with Section G.2. The DRC shall then review and either approve or disapprove the proposed plans and specifications in accordance with the review procedures established in Section G.2. No material changes or deviations in or from plans and specifications for any work to be done on the Covered Property, once approved by the DRC, shall be permitted without the prior approval of the DRC. Subject to the provisions of Sections G.6 and G.7 below, the decision of the DRC shall be final on all matters submitted to it pursuant to the CC&Rs.

G.1.1 Developer Owner Review Requirements

A. Non-Single Family Detached Residential

All Developer Owners of Parcel(s) or Lot(s) to be used for any purpose other than single family detached residential Dwelling Units shall submit to the DRC such plans and specifications as defined in Section G.2.1 for any development of their Parcel(s) or Lot(s).

B. Single Family Detached Residential (Production Housing)

All Developer Owners of Parcel(s) or Lot(s) to be used as single family detached residential Dwelling Units shall submit to the DRC such plans and specifications as defined in Section G.2.1 for any development of their Parcel(s) or Lot(s) subject to the following:

A Developer Owner of a Subdivision, or portion thereof, of single family detached residential Dwelling Units shall secure DRC approval of prototypes of all Dwelling Units (referred to hereafter as "Model Homes") and landscaping to be constructed in such Subdivision. Subsequent to DRC final approval, a Developer owner may construct any of the approved Model Homes or landscaping within the Subdivision. As used herein, Subdivision shall mean a group of Lots for which a subdivision plat has been approved. A Developer Owner using the Model Home designs approved by the DRC for a particular Subdivision shall secure DRC approval to use the same Model Homes in a different Subdivision.

C. Custom Single Family Detached Residential

An owner of a Lot upon which a custom home is to be constructed shall secure DRC approval for such custom home.

G.1.2 Homeowner Review Requirements

Homeowners shall be required to secure DRC approval of any work, construction or changes to any exterior improvements on their Lots including landscaping, where Visible From Neighboring Property. Such plans shall be submitted to the DRC using the review procedures outlines in Section G.2.2. All improvements shall conform to these Design Guidelines and the requirements of the DRC. All landscaping to be installed by Homeowners must be selected from the approved Plant List. Homeowners not in compliance with these Design Guidelines may be subject to a "Stop Work" order from the DRC.

**G.2 REVIEW
PROCEDURES**

G.2.1 Developer Owner Review Procedures

A. Schematic Design Plan Review

The Developer Owner shall submit three sets of the schematic design plans to the DRC, or its designee, for approval based on the schedule described in Section G.2.3. All plans shall be to scale and sheet size shall not exceed 30" x 42". Schematic design plan submittals may include the following information:

- (i) Design Review Application (available from the Association).
- (ii) Land title boundary survey of site, including topography at one (1) foot contour intervals.
- (iii) An analysis of adjacent properties addressing land uses, design context, existing structures and improvements, and any other information the DRC or its designee specifies.
- (iv) Site development plan indicating:
 - Location of any existing buildings or improvements;
 - Preliminary grading and drainage plan;
 - Building location and setbacks including dimensions;
 - Driveway and parking layout, number of parking spaces, setbacks and sizes;
 - Existing and proposed easements, right-of-ways, setbacks or site visibility triangles;
 - Existing and proposed sidewalks, pedestrian/bicycle trails and/or paths;
 - Existing and proposed mechanical equipment; and
 - Existing and proposed fences and walls.
- (v) Floor plans.

- (vi) Elevations.
- (vii) Building sections.
- (viii) Utility plans.
- (ix) Conceptual landscape plan showing the location of all trees, shrubs, turf and other groundcovers.
- (x) Proposed plant material schedule selected from the Approved Plant List.
- (xi) Preliminary subdivision plats submitted to the Town of Camp Verde for approval.
- (xii) Any additional information requested by the DRC, or its designee.

B. Final Design Plan Review

The Developer/Owner shall submit three sets of final design plans to the DRC, or its designee, for approval based on the schedule described in Section G.2.3. The review of final design plans will not begin prior to schematic design plan approval by the DRC, unless otherwise allowed by the DRC. All plans shall be to a scale determined by the DRC, or its designee, and sheet size should not exceed 30" x 42". The submittal requirements for the final design plan review shall be identified in the DRC response to the schematic design plan review. Final design plans may include the information listed below in addition to any revisions of the drawings submitted during the schematic design plan phase:

- (i) Design Guidelines Checklist (available from the Association).
- (ii) Final site development plan.
- (iii) Samples of exterior building materials and colors.
- (iv) Final specifications and location of any exterior lighting.
- (v) Final landscape plans including plant material schedule.
- (vi) Irrigation plans.
- (vii) Grading and drainage plan.
- (viii) Soils and foundation report.
- (ix) Final subdivision plat submitted to the Town of Camp Verde for approval.
- (x) Any additional information requested by the DRC or its designee.

C. Construction Documents Review

The purpose of construction documents review is to assure the DRC that all construction will comply with the final design plans approved by the DRC and with the Design Guidelines. Review of construction documents by the DRC, or its designee, is not for engineering purposes and therefore, does not constitute engineering approval nor guarantee conformance to any applicable laws or engineering standards. Refer to Section G.9 for non-liability disclosure statement. The review of Construction Documents will occur based on the schedule described in Section G.2.3 by the DRC, or its designee. Construction documents review will not begin prior to the approval of final design plans, unless otherwise approved by the DRC. Construction documents review may include the information listed below:

- (i) Complete sets of construction documents, plans and specifications.
- (ii) Final color boards of chosen exterior materials.
- (iii) A construction site plan.
- (iv) Proposed construction schedule and clean up procedures.

G.2.2 Homeowner Review Procedures

Homeowners shall submit one set of plans identifying the improvements or changes to a Lot or single family detached Dwelling Unit where Visible From Neighboring Property to the DRC, or its designee, for approval based on the schedule described in Section G.2.3. All plans shall be to a scale, determined by the DRC, or its designee, and sheet size shall not exceed 30" x 42". The plan submittal shall include the following information:

- A. Design Review Application
- B. Site development plan indicating:
 - (i) Lot boundary and dimensions;
 - (ii) Location of any existing buildings, landscaping, walls and fences or other improvements;
 - (iii) Location of any existing easements, right-of-ways, setbacks or site visibility triangles;
 - (iv) Location of all proposed changes or improvements including, but not limited to, buildings and other structures, walls and fences, grading, hardscape, landscape, irrigation, pools, exterior lighting and basketball backboards.
- C. Elevations indicating any proposed architectural improvements.
- D. Samples of proposed exterior building materials and colors.

- E. Proposed plant material schedule selected from the Approved Plant List for front and rear yards.
- F. Any additional information requested by the DRC or its designee.

G.2.3 DRC Review Schedule

All plans submitted to the DRC for approval using the procedures described in Section G.2 shall be reviewed by the DRC, or its designee, with 45 days from the date received at the Association's management office, or, if necessary, according to the following schedule: submittals received between the 1st and 15th of each month shall be reviewed by the 15th of the following month; submittals received between the 16th and end of each month shall be reviewed by the last day of the following month. In any case, the applicant shall receive the DRC's decisions and/or comments within 45 days. In the event any of these days fall on a weekend or holiday, the next business day shall apply. The review schedule shall commence upon the receipt of complete submittal packages and not from the date of the pre-design review conference or schematic or final design plans approval.

G.2.4 Changes After Final Review

There may be occasions when an Owner desires to make a change which affects the exterior of the building or the site after construction documents review. When an applicant wishes to make a change which deviates from the plans as approved by the DRC, the applicant must submit a written request to the DRC along with a "red-lined" set of plans clearly delineating the proposed change. The DRC shall respond to such request within thirty (45) days from the date of submittal. No changes will be allowed unless approved by the DRC.

G.3 FORMS

The DRC shall adopt forms upon which all requests for actions or approvals from the DRC must be submitted. Such forms may be changed periodically by the DRC.

G.4 DECISIONS

The DRC shall review all submitted applications and shall furnish a written decision to the applicant setting forth the reasons for its decision, including the nature of any objections it has to the application. The DRC shall determine whether an application is in conformance with the Design Guidelines. In addition, the DRC may disapprove any application if the DRC, in its discretion, believes the applicant has not supplied sufficient or accurate information or has not complied with the intent of these Design Guidelines.

G.5 VARIANCES

The DRC may grant variances from these Design guidelines in extenuating circumstances if strict conformance to the requirements would create an unreasonable hardship or burden, would not have a substantially adverse effect on the Owners or Occupants and is consistent with the high quality of life intended for The Homestead @ Camp Verde. A majority of the members of the DRC must vote in favor of a variance in order for the variance to be granted.

G.6 APPEAL TO BOARD

Any Owner aggrieved by a decision of the DRC may appeal the decision to the Board. Such appeal must be made within thirty (30) days after the decision of the DRC and must be accompanied by the written decision of the DRC, copies of the application and all items submitted to the DRC or and any other relevant evidence previously submitted to the DRC. If a decision of the DRC is overruled by the Board on any issue in question, the prior decision of the DRC shall be deemed modified to the extent specified by the Board.

G.7 ARBITRATION

Any Owner aggrieved by a decision of the Board made under Section G.6 above may, as its sole and exclusive remedy, request binding arbitration, which arbitration shall be conducted in accordance with the procedures set forth in Section G.8 below.

**G.8 ARBITRATION
PROCEDURE**

In the event of a dispute over a decision of the Board, the Board and the Owner shall select a mutually agreeable arbitrator. If the parties are unable to select a mutually acceptable arbitrator within ten (10) days following a request by either party for arbitration, then each party shall select one (1) arbitrator who together shall select a third arbitrator. All arbitrators shall be members of the American Arbitration Association experienced in the field of the matter being arbitrated and all arbitrations shall be conducted under the American Arbitration Association's expedited rules of procedure for commercial arbitration. The arbitrator(s) shall not overrule a decision of the Board unless the arbitrator(s) determine that the Board's interpretation of the Design Guidelines or CCRs is unreasonable. In any such arbitration, the prevailing party shall be entitled to collect from the losing party its reasonable attorneys' fees and costs and to be reimbursed by the losing party for the expenses of the arbitrator(s).

**G.9 NATURE OF
APPROVAL/NON-
LIABILITY FOR
APPROVAL OF PLANS**

Any approval of plans, specifications or proposed construction given by the DRC, or its designate, shall be only for the purpose of permitting construction of proposed improvements within the project and shall not constitute compliance with city, county, state and federal laws. Such approval shall not constitute an approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvement. Neither the DRC, the Board, the Association or its designee, nor the Declarant shall have any liability in connection with or related to approved plans, specifications or improvements.

G.10 WRITTEN RECORDS

The DRC, or its designee, shall keep complete written records of all submitted applications (including one set of all preliminary sketches and all architectural plans) in connection with all actions taken by it under the provisions of these Design Guidelines. All such records shall be maintained at the Association's public office for a minimum of two (1) year after approval or disapproval.

**G.11 ACCURACY OF
INFORMATION**

Anyone submitting plans to the DRC shall be responsible for verification and accuracy of all components of such submissions, including without limitation, all site dimensions, grades, elevations, utility locations, easements and other pertinent features of the site or plans.

**G.12 DESIGN REVIEW
FEES**

The Board may establish and charge a reasonable fee to defer the costs of the DRC in considering any request for approval submitted to the DRC which fee shall be paid at the time the request for approval or review is submitted. The Board may also establish and charge a fee to be paid by the owner with the submittal of an appeal to the Board. The Board may also charge additional fees to cover the cost of retaining consultants and other professional services needed to evaluate properly any matter submitted to the DRC or Board for review.

**G.13 DELEGATION OF
PLAN REVIEW**

The DRC may delegate its design review responsibilities to one or more members of the DRC. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire DRC. The DRC may also elect to delegate its design review to a consulting firm with expertise in architecture, landscape architecture or engineering design.

**G.14 DRC AND BOARD
PUBLIC ADDRESS**

The address of the DRC and Board shall be the principal office of the Association as designated by the board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications to the DRC and the place where the current Design Guidelines shall be kept.

G.15 OWNER'S RIGHTS

The establishment of the DRC and the procedures herein for design review and approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter, modify or otherwise have control over the Dwelling Units, parcels or Lots as may otherwise be specified in the CCRs, in the Bylaws or in an Association Rules.

**G.16 DECLARANT'S
RIGHTS**

Declarant must approve any material amendments to the Design Guidelines.

H. CONSTRUCTION REGULATIONS

H.1 INTRODUCTION

In order to assure that damage is avoided during construction activities, the following construction regulations shall be enforced during all construction periods.

At the time of Construction Document Review, the Developer/Owner shall also submit a plan of the construction schedule and cleanup procedures. This requirement is necessary for the coordination of construction activities and to ensure that adequate cleanup provisions are followed.

All applicable regulations and guidelines must be strictly observed at all times.

H.2 REGULATIONS

H.2.1 Temporary Trailers

Any Owner or Contractor who desires to bring a construction trailer, field office, or similar facility to the project site shall first receive approval from the DRC. The DRC must approve the color, landscaping, graphics, location and access to any such construction trailer or field office.

H.2.2 Trash and Debris

Owners shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to an authorized dumping site located off the Covered Property. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Dumping, burying, or burning trash anywhere on the Covered Property is prohibited except in areas, if any, expressly designated by the DRC. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming unsightly or creating a nuisance, or affecting adjacent Lots, parcels and any Common Area. Any cleanup costs incurred by the Association in enforcing these requirements will be billed to the Owner, as specified in the CCRs. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private streets, open spaces, parking lots and driveways or other portions of the project site. All such removal shall be in compliance with NPDES requirements.

H.2.3 Signage

Advertising, public relations or media releases using the name "The Homestead at Camp Verde" or its logo are not authorized unless approved by the Master Developer or its designee.

All signs, including temporary construction signs shall be governed by Section F, Signage Guidelines.

H.2.4 Drinking Water and Sanitary Facilities

Each Developer/Owner or contractor shall provide drinking water and sanitary facilities for all construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas subject to approval by the DRC.

H.2.5 Parking and Storage

Construction crews shall not park on, or otherwise use, other Lots, Parcels or any open space. Private and construction vehicles and machinery shall be parked only in areas designated by the DRC. All vehicles will be parked so as not to inhibit traffic, and within the designated areas so as not to damage the natural landscape.

All construction storage and equipment yards shall be fenced in a manner approved by the DRC and shall be located on the site so as to minimize their impact on the natural landscape, adjacent Lots or Parcels and public streets.

H.2.6 Plant Preservation

Protected native plants and other indigenous landscaping materials, including topsoil and plant materials shall be protected during construction as specified in Section I.1.2.

Materials that will not be removed should be marked and protected by flagging, fencing, or barriers. All trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site. Excess excavation materials must be hauled away from the project site, unless otherwise specified by the DRC.

H.2.7 Construction Damage

Damage and scarring to other property, including, but not limited to Wash Corridors, open space, Lots, streets, driveways and/or other improvements is not permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the entity causing the damage. Upon completion of construction, each Owner or Contractor shall clean his construction site and repair all property which was damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the DRC, and repair of streets, driveways, hardscape, drains, culverts, ditches, signs, lighting, walls, and fencing.

H.2.8 Conduct

All Owners shall be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors at the project site.

H.2.9 As-Builts

Copies of record drawings (as builts) required and approved by the Town of Camp Verde showing the actual locations of underground utilities and irrigation systems shall be submitted to the DRC at the end of the construction period.

H.2.10 Erosion Control

The following guidelines shall be utilized to prevent soil erosion during construction at the project site:

- A. Expose only the smallest practical area of land cleared during construction.

- B. Temporary barriers such as hay bales and drainage structures shall be used when necessary to protect areas exposed during construction.
- C. The permanent landscaping shall be installed as soon as practical after construction activities but not later than ninety (90) days after completion of major buildings and site construction in accordance with the guidelines set forth in this document.
- D. Temporary mulching may be used to control erosion on construction projects.
- E. All erosion litigation measures shall be in accordance with the NPDES.

H.2.11 Dust Control

Upon completion of construction, all disturbed areas not covered by a building or hard surface shall be landscaped in accordance with these Design Guidelines to prevent and control the emanation of dust.

DR | F

1. APPENDICES – CONCEPTUAL PLANT PALETTE

TREES	<i>Acacia</i> spp.	Acacia
	<i>Abyssinica</i>	Abyssinian Acacia
	<i>Aneura</i>	Mulga
	<i>Greggii</i>	Catclaw Acacia
	<i>Notabilis</i>	
	<i>Schaffneri</i>	Twisted Acacia
	<i>Albizia julibrissin</i>	Mimosa
	<i>Carya illinoensis</i>	Pecan
	<i>Catalpa speciosa</i>	
	<i>Cedrus atlantica</i>	Atlas Cedar
	<i>Celtis reticulata</i>	Western Hackberry
	<i>Cercis chinensis</i> (western variety)	Chinese Redbud
	<i>Chilopsis linearis</i>	Desert Willow
	<i>Cupressus arizonica</i>	Arizona Cypress
	<i>Fraxinus velutina</i>	Arizona Ash
	<i>Juglans microcarpa</i> var. <i>Major</i>	Arizona Walnut
	<i>Lysiloma candidum</i>	Palo Blanco
	<i>Lysiloma thornberi</i>	Featherbush
	<i>Pinus cembroides</i>	Mexican Stone Pine
	<i>Pinus coulteri</i>	Big Cone Pine
	<i>Pinus edulis</i>	Mexican Stone Pine
	<i>Pinus pinea</i>	Italian Stone Pine
	<i>Pinus thunbergiana</i>	Japanese Black Pine
	<i>Pistacia atlantica</i>	Mt. Atlas Pistache
	<i>Pistacia chinensis</i>	Chinese Pistache
	<i>Platanus racemosa</i> var. <i>Wrightii</i>	Arizona Sycamore
	<i>Populus fremontii</i>	Fremont Cottonwood
	<i>Prosopis juliflora</i>	Honey Mesquite
	<i>Prosopis juliflora</i> var. <i>velutina</i>	Velvet Mesquite
	<i>Prosopis pubescens</i>	Screwbean Mesquite
	<i>Prunus cerasifera</i> 'Thundercloud' & 'Atropurpurea'	Flowering Plum
	<i>Prunus persica</i>	Flowering Peach
	<i>Quercus</i> spp., <i>suber</i> , <i>virginiana</i>	Oak
	<i>Salix</i> spp.	Willow
	<i>Sambucus caerulea</i> var. <i>Mexicana</i>	Mexican Elderberry
	<i>Ulmus parvifolia</i>	Chinese Elm
	<i>Vitex agnus-castus</i>	Chaste Tree
	<i>Ziziphus obtusifolia</i>	Greythorn
SHRUBS, GROUNDCOVERS, &	<i>Abutilon californicum</i>	California Abutilon
	<i>Aloysia lycioides</i>	White Bush

VINES	<i>Amaranthus palmeri</i>	Palmer's Amaranth
	<i>Ambrosia ambrosioides</i>	Canyon Ragweed
	<i>Anisacanthus quadrifidus</i>	Cohilla Honeysuckle
	<i>Anisacanthus thurberi</i>	Desert Honeysuckle
	<i>Arctostaphylos pungens</i>	Pointleaf Manzanita
	<i>Artemisia ludoviciana</i>	Artemesia
	<i>Asclepias subulata</i>	Desert Milkweed
	<i>Atriplex</i> spp.	Saltbush
	<i>Baccharis pilularis</i> or <i>hybrid</i>	
	<i>Baileya multiradiata</i>	Desert Marigold
	<i>Bebbia juncea</i>	Bebbia
	<i>Beleperone californica</i>	Chuparosa
	<i>Berberis haematocarpa</i>	Red Barberry
	<i>Buddleia marrubifolia</i>	Wooly Butterfly Bush
	<i>Caesalpinia gilliesii</i>	Mexican Bird of Paradise
	<i>Calylophus hartwegii</i>	Calylophus
	<i>Campsis radicans</i>	Trumpet Creeper
	<i>Canotia holacantha</i>	Crucifixion Thorn
	<i>Carlowrightia arizonica</i>	Carlowrightia
	<i>Cassia nemophylla</i>	Hardy Cassia
	<i>Cassia phyllodenia</i>	Silver Cassia
	<i>Cassia wislizeni</i>	Cassia
	<i>Ceanothus</i> spp.	Buckbrush
	<i>Celtis pallida</i>	Desert Hackberry
	<i>Cercoarpus montanus</i>	Mountain Mahogany
	<i>Clanthus formosus</i>	Sturts Desert Pea
	<i>Condalia spathulata</i>	Mexican Crucillo
	<i>Condalia warnockii</i>	Graythorn
	<i>Convolvulus mauritanicus</i>	Ground Morning Glory
	<i>Cordia parvifolia</i>	Little-Leaf Cordia
	<i>Cotoneaster species</i>	
	<i>Crossosoma bigelovii</i>	Indigo Bush
	<i>Dodonaea viscosa</i>	Hopbush
	<i>Drosanthemum floribundum</i>	Rosea Ice Plant
	<i>Elaiagnus ebbinyei</i>	Ebbine Silverberry
	<i>Encelia farinosa</i>	Brittlebush
	<i>Ephedra nevadensis</i> var. <i>Aspera</i>	Boundary Ephedra
	<i>Ephedra trifurca</i>	Mormon Tea
	<i>Eriogonum</i> spp.	Buckwheats
	<i>Euonymus fortunei</i>	Common Winter Creeper
	<i>Euonymus japonica</i> & 'Microphylla'	Evergreen Enonymus
	<i>Eysenhardtia polystachya</i>	Kidneywood
	<i>Fallugia paradoxa</i>	Apache Plume

APPENDICES – CONCEPTUAL PLANT PALETTE

<i>Feijoa sellowiana</i>	Pineapple Guava
<i>Forestiera neomexicana</i>	Desert Olive
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Haplopappus laricifolia</i>	Turpentine Bush
<i>Haplopappus tenuisectus</i>	Burro Weed
<i>Hedcoma anaum</i>	Mockpenny
<i>Hedera canariensis</i>	Canary Ivy
<i>Hedera helix</i>	English Ivy
<i>Hesperaloe parviflora</i>	Red Yucca
<i>Heteromeles arbutifolia</i>	Christmas Berry
<i>Holacantha emoryi</i>	Crucifixion Thorn
<i>Hyptis emoryi</i>	Desert Lavender
<i>Ilexcornuta 'Burtordii'</i>	Burford Holly
<i>Janusia gracilis</i>	Janusia
<i>Jasminum mesnyi</i>	Primrose Jasmine
<i>Jatropha cardiophylla</i>	Limberbush
<i>Juniperus species</i>	
<i>Krameria spp.</i>	Ratany
<i>Larrea tridentata</i>	Creosote
<i>Leucophyllum candidum</i>	Cenizo Sage
<i>Leucophyllum frutescens</i>	
<i>Leucophyllum laevigatum</i>	Chihuahuan Rain Sage
<i>Leucophyllum zygophyllum</i>	Blue Rain Sage
<i>Lippia spp.</i>	Lippia
<i>Lipustrum japonium</i>	Waxleaf Privet &
	Lucidum Glossy Privet
<i>Liriope muscari</i>	Lilyturf
<i>Lonicera japonica 'Halliana'</i>	Hall's Honeysuckle
<i>Lupine spp.</i>	Lupine
<i>Lycium spp.</i>	Wolfberry
<i>Mahonia aquifolium</i>	Organ Grape Holly
<i>Menodora scaposa</i>	Twin Berry
<i>Mimosa biuncifera</i>	Catclaw
<i>Mimosa dysocarpa</i>	Velvet Pod
<i>Mimulus spp.</i>	Monkey Flowers
<i>Myrtis communis</i>	Classic Myrtle
<i>Nicotiana spp.</i>	Wild Tobacco
<i>Nolina spp.</i>	Bear Grass
<i>Oenothera berlandieri</i>	Mexican Primrose
<i>Oenothera caespitosa</i>	White Evening Primrose
<i>Osmanthus fragerams</i>	Sweet Olive
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Penstemon spp.</i>	Penstemon

APPENDICES – CONCEPTUAL PLANT PALETTE

<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Photinia fraseri</i>	Fraser's Photinia
<i>Photinia serrulata</i>	Chinese Photinia
<i>Psilostrophe cooperi</i>	Paperflower
<i>Punica</i>	Pomegranate
<i>Punica granatum</i>	Dwarf Pomegranate
	<i>Pyracantha species</i>
<i>Rosmarinus officinalis</i>	Rosemary
<i>Santolina chamaecyparissus</i>	Lavender Cotton
<i>Syringa persica</i>	Persian Lilac
<i>Teucrium chamaedrys</i>	Germander
<i>Verbena peruviana</i>	Peruvian Verbena
<i>Viburnum tinus</i>	Laurustinus
<i>Vinca major</i>	Periwinkle
<i>Wisteria floribunda</i>	Japanese Wisteria
<i>Xylosma congestum</i>	Xylosma
<i>Ornamental grasses</i>	
<i>Rhamnus spp.</i>	Buckthorn
<i>Rhus ovata</i>	Sugar Bush
<i>Rhus trilobata</i>	Squaw Bush
<i>Rosa arizonica & banksiae</i>	Arizona Wild Rose
<i>Salvia spp.</i>	Salvia
<i>Chamaedryoides</i>	Blue Chihuahuan Sage
<i>farinacea</i>	Mealy Cup Sage
<i>greggii</i>	Texas Sage
<i>leucantha</i>	Mexican Bush Sage
<i>Sophora spp.</i>	Sophora
<i>Vauquelinia californica</i>	Arizona Rosewood
<i>Viguiera deltoidea</i>	Golden Eye
<i>Vitis arizonica</i>	Arizona Grape
<i>Zauschneria latifolia</i>	Hummingbird Flower
<i>Zinnia acerosa</i>	Desert Zinnia

APPENDICES – CONCEPTUAL PLANT PALETTE

<i>CACTI</i>	<i>Agave spp.</i>	Century Plant
	<i>Attenuata</i>	
	<i>Colorata</i>	
	<i>Geminiflora</i>	
	<i>Metroformis</i>	
	<i>Dasyliirion wheeleri</i>	Desert Spoon
	<i>Echinocereus engelmannii</i>	Hedgehog
	<i>Echinocereus triglochidiatus</i>	Claret Cup Hedgehog
	<i>Ephorbia rigida</i>	
	<i>Fouquieria splendens</i>	Ocotillo
	<i>Mammillaria spp.</i>	Fish-Hook
	<i>Opuntia spp.</i> [#]	Prickly Pear
	<i>Yucca spp.</i>	Native Yuccas
	<i>aloifolia</i>	Spanish Bayonet
	<i>elata</i>	Soap Tree
	<i>recurvifolia</i>	Pendulous Yucca

When recorded return to:

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE HOMESTEAD AT CAMP VERDE
A PLANNED RESIDENTIAL COMMUNITY**

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**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
THE HOMESTEAD AT CAMP VERDE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter "Declaration") is dated _____, _____, and is made by Harvard Investments, Inc., a Delaware corporation (hereinafter "Declarant").

W I T N E S S E T H

WHEREAS, Declarant holds legal title to approximately ³⁹³~~174.4~~ acres of land located in the Town of Camp Verde, Yavapai County, Arizona, known as "The Homestead at Camp Verde;" and

WHEREAS, all of The Homestead at Camp Verde is legally described as follows:

Lots ____ through ____, inclusive, and Tracts ____ through ____, inclusive, of The Homestead at Camp Verde, according to the plat recorded on _____, 19__, at Book ____ of Maps, Page ____, thereof, Official Records of Yavapai County, Arizona;

hereinafter referred to as the "Initial Covered Property;" and

WHEREAS, Declarant desires to subdivide and develop The Homestead at Camp Verde into a planned community consisting of various types of residential and other uses; and

WHEREAS, at full development, the Declarant intends, without obligation, that The Homestead at Camp Verde will include several residential neighborhoods, open space areas and recreational areas, including, but not limited to, pedestrian and bicycle trails, equestrian trails and facilities, conservation areas; and

WHEREAS, as the development of The Homestead at Camp Verde proceeds, Declarant intends, without obligation, to record various subdivision plats; to dedicate portions of The Homestead at Camp Verde to the public for streets, roadways, drainage, and general public use; to develop or to sell parcels to various builders; and to record Declaration of Annexations covering portions of The Homestead at Camp Verde, which portions of The Homestead at Camp Verde may be used and may set forth additional

covenants, conditions and restrictions applicable to such portions of The Homestead at Camp Verde; and

WHEREAS, Declarant intends or may intend, without obligation, to annex additional land into The Homestead at Camp Verde planned community, which land is defined and described as "Annexation Property" in Article I hereafter; and

WHEREAS, Declarant desires to form a nonprofit corporation (hereinafter the "Association") which will (1) own, manage and maintain the Common Areas and certain other areas in The Homestead at Camp Verde; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of The Homestead at Camp Verde Owners, enforce the use restrictions and other provisions of this Declaration; and

WHEREAS, the Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or other holders of an interest in any portion of The Homestead at Camp Verde, certain mutually beneficial covenants, restrictions and obligations of The Homestead at Camp Verde; and

WHEREAS, Declarant desires and intends that the Owners, mortgagees, beneficiaries, trustees and other persons hereafter acquiring any interest in The Homestead at Camp Verde, shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of The Homestead at Camp Verde; and

WHEREAS, Declarant therefore wishes to subject all of The Homestead at Camp Verde to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements (hereinafter collectively called "Covenants") hereinafter set forth, which Covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in The Homestead at Camp Verde; and

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

commercial?

1.1 "Ancillary Association" shall mean an association created by the developer of a residential subdivision or neighborhood within The Homestead at Camp Verde for the Owners of Dwelling Units within that subdivision or neighborhood. Any Ancillary Association shall be subject to this Declaration and the Association provided for herein.

1.2 "Annexable Property" shall mean all or any portion of the real property and any improvements located thereon, shown on Exhibit "A" attached hereto and incorporated herein by this reference, as more fully described in Article XIV hereof, which may be added to The Homestead at Camp Verde, and made subject to this Declaration, in one or more additional phases.

1.3 "Annual Assessment" shall mean the charge levied and assessed each year against each Lot, Parcel and Owner pursuant to Paragraph 7.2 hereof.

1.4 "Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.

1.5 "Assessable Property" shall mean any Lot or Parcel in The Homestead at Camp Verde covered by a recorded Declaration of Annexation, except part or parts thereof as may from time to time constitute Exempt Property.

1.6 "Assessment" or "Assessments" shall mean an Annual Assessment, Special Assessment, Parcel Assessment, Maintenance Charge, Special Use Fee, or any other fees, fines or charges assessed hereunder.

1.7 "Assessment Lien" shall mean the lien created and imposed by Article VIII.

1.8 "Assessment Period" shall mean the term set forth in Paragraph 7.7.

1.9 "Association" shall mean the Arizona nonprofit corporation to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. Declarant intends to name the Association the "THE HOMESTEAD AT CAMP VERDE COMMUNITY ASSOCIATION."

1.10 "Association Land" shall mean such part or parts of The Homestead at Camp Verde, together with the buildings, structures and improvements thereon, and other real

property which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the owner of the fee, leasehold or easement interest. From time to time, Declarant may convey easements, leaseholds, or other property within The Homestead at Camp Verde to the Association and upon such conveyance to the Association, such property shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

1.11 "Board" shall mean the Board of Directors of the Association.

1.12 "Bylaws" shall mean the Bylaws of the Association as amended from time to time.

1.13 "Common Area and Common Areas" shall mean (1) all Association Land; (2) all land within The Homestead at Camp Verde which the Declarant, by this Declaration or other recorded instrument, makes available for use exclusively by Members of the Association; (3) all land or right-of-way easements within The Homestead at Camp Verde which are dedicated to the public or to the Town of Camp Verde, but which the Town of Camp Verde or other governmental agency requires the Association to maintain; (4) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, which easement may be granted or created on a recorded subdivision plat or Declaration of Annexation or by a deed or other conveyance accepted by the Association; and (5) any other areas with respect to which the Association has assumed in a recorded document or instrument administrative or maintenance responsibilities, whether or not such areas are located on a Lot or Parcel.

1.14 "Covenants" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.15 "Covered Property" or "Initial Covered Property" shall mean that real property described hereinabove and such other property as may be brought within this Declaration pursuant to the Article entitled "Annexation."

1.16 "Declarant" shall mean Harvard Investments, Inc., a Delaware corporation, and the successors and assigns of the Declarant's rights and powers hereunder. Any assignment of all or any portion of the Declarant's rights and powers shall be made by a recorded instrument executed by the assignor Declarant.

1.17 "Declaration" shall mean this DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE HOMESTEAD AT CAMP VERDE, as amended or supplemented from time to time.

1.18 "Design Review Committee" shall mean the Design Review Committee of the Association to be created pursuant to Article XI below.

1.19 "Design Guidelines" shall be established by the Design Review Committee and shall include design standards for the appearance and development of property in The Homestead at Camp Verde, as well as the review and approval procedures for each committee.

1.20 "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a Single Family.

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1.21 "Exclusive Common Area" shall mean a portion of the Common Area intended for the exclusive use or primary benefit of one or more but not all of the Parcels as is set forth in Article III.

1.22 "Exempt Property" shall mean the following parts of The Homestead at Camp Verde:

(a) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Yavapai County, the Town of Camp Verde or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as said dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental purposes.

(b) All Association Land, for as long as the Association is the owner thereof.

(c) Any and all residential areas designated in a recorded subdivision plat, deed, Declaration of Annexation, or other declaration as an area to be used in common by the Owners and Residents of such subdivision development.

Unless otherwise set forth in an applicable Declaration of Annexation, all Exempt Property shall be exempt from Assessments and Membership in the Association and its associated privileges and responsibilities, but shall nevertheless be subject to all other provisions of this Declaration, including, but not limited to, the use restrictions and architectural controls. The Board may restrict or prohibit the use of the Common Areas (except any rights-of-way or drainage areas owned by the Association) by the Owners of Exempt Property. This Subsection 1.22 may not be amended without the approval of any and all Owners of Exempt Property affected by the amendment.

1.23 "Land Use Classification" shall mean the classification to be established by the Declarant pursuant to Paragraph 4.1, which designates the type of improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such improvements and surrounding land may be utilized.

1.24 "Lot" shall mean any area of real property within The Homestead at Camp Verde designated as a Lot on any subdivision plat recorded and approved by Declarant and limited by a Declaration of Annexation to Residential Use.

1.25 "Maintenance Charges" shall mean any and all costs assessed pursuant to Paragraphs 10.2 and 10.3.

1.26 "Master Development Plan" shall mean The Homestead at Camp Verde Planned Area Development Plan approved by the Town of Camp Verde, as the same may from time to time be amended, a copy of which shall be on file at all times in the office of the Association.

1.27 "Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

1.28 "Membership" shall mean a Membership in the Association and the rights granted to the Owners and Declarant pursuant to Article VI to participate in the Association.

1.29 "Owner" (when so capitalized) shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Lot or Parcel, including, without limitation, one who is buying a Lot or Parcel under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Lot or Parcel. In the case of Lots or Parcels, the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the Trustor. In the case of Lots or Parcels, the fee simple title to which is vested in a trustee pursuant to a trust agreement in the beneficiary of any such trust entitled to possession shall be deemed to be the Owner. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel.

1.30 "Parcel" shall mean an area of real property within The Homestead at Camp Verde as to which a Declaration of Annexation has been recorded designating the area for Single Family Residential Use, but which has not yet been subdivided into Lots and related amenities and rights-of-way. Any such area shall cease to be a Parcel upon the recordation of a subdivision plat or other instrument covering the area and creating Lots and related amenities. Notwithstanding the foregoing provisions, a Parcel shall not

include a Lot or any Association Land, but, in the case of staged developments, shall include the area not yet included in a subdivision plat or other recorded instrument creating Lots and related amenities.

1.31 "Parcel Assessment" shall mean an assessment levied against less than all of the Lots and Parcels in The Homestead at Camp Verde pursuant to Paragraph 7.12 of the Declaration.

1.32 "Parcel Assessment Area" shall mean any part of The Homestead at Camp Verde designated in a Declaration of Annexation or on a recorded plat approved by the Declarant in a recorded instrument as an area which is to be maintained, repaired, and replaced by the Association, but which is for the sole or primary benefit of the Owners of less than all of the Lots and Parcels in The Homestead at Camp Verde.

1.33 "Party Walls" shall mean a wall constructed on or immediately adjacent to the common boundary of Lots, Parcels, Common Areas or other areas in The Homestead at Camp Verde.

1.34 "Resident" shall mean:

(a) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the contract is recorded, and each tenant or lessee actually residing or conducting a business on any part of the Assessable Property; and

(b) Members of the immediate family of each Owner, lessee, tenant and of each buyer referred to in subparagraph (1) actually living in the same household with such Owner, lessee, tenant or buyer.

Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special non-resident fees for use of Association Land if the Association shall so direct), the term "Resident" also shall include the on-site employees, guests or invitees of any such Owner, lessee, buyer or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

1.35 "Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

1.36 "Special Assessment" shall mean any assessment levied and assessed pursuant Paragraph 7.5.

1.37 "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay to the Association over, above and in addition to any Annual, Parcel and Special Assessments or Maintenance Charges imposed or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided all such Fees must be fair and reasonable.

1.38 "Subsidiary Declaration" shall mean any declaration of covenants, conditions and restrictions or like instrument approved by Declarant and recorded after recording of this Declaration in regard to any Parcel or part thereof, or group of Lots, by the Owner thereof which shall in all cases be consistent with and subordinate to this Declaration and any applicable Declaration of Annexation.

1.39 "The Homestead at Camp Verde" shall mean the real property described on Page 1 of this Declaration and the development to be completed thereon, together with any real property hereafter annexed pursuant to the provisions of this Declaration.

1.40 "The Homestead at Camp Verde Rules" shall mean the rules for The Homestead at Camp Verde adopted by the Board pursuant to Paragraph 5.3.

1.41 "Declaration of Annexation" shall mean a declaration recorded pursuant to Paragraph 4.1 of this Declaration.

1.42 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object, or any portion thereof, is or would be visible to a person six (6) feet tall standing on any portion of the adjoining Lot or adjoining Common Area, on the same plane as the object being viewed.

ARTICLE II

PROPERTY SUBJECT TO THE HOMESTEAD AT CAMP VERDE DECLARATION

2.1 General Declaration Creating The Homestead at Camp Verde. Declarant hereby declares that all of The Homestead at Camp Verde (except any property which is hereafter excluded or abandoned pursuant to the provisions of this Declaration) is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as amended or modified from time to time. In addition, all of the real property within The Homestead at Camp Verde shall be subject to recorded Declarations of Annexation as applicable and as amended from time to time. Declarant intends to develop The Homestead at Camp Verde by subdivision into various Lots, Parcels and other areas and

to sell and convey such Lots and Parcels. As portions of The Homestead at Camp Verde are developed or sold to others for development, Declarant shall record one or more Declarations of Annexation covering such property. Said Declarations of Annexation will specify the Land Use Classification(s) and permitted uses of property described therein (in accordance with Article IV hereof) and will incorporate this Declaration and establish such additional covenants, conditions and restrictions as may be appropriate for that property. This Declaration and all subsequent Declarations of Annexation are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of The Homestead at Camp Verde and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of The Homestead at Camp Verde and every part thereof. All of this Declaration and applicable Declaration of Annexations shall run with the land for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Master Development Plan or any portions thereof regarding any property owned by the Declarant or regarding any other property as to which a Declaration of Annexation has not been recorded. This Declaration shall not be construed to prevent the Declarant from dedicating or conveying portions of The Homestead at Camp Verde, including streets or roadways, for uses other than as a Lot, Parcel, Common Area or Association Land, subject to the provisions of Paragraph 4.1.

2.2 Association Bound. Upon approval by the Arizona Corporation Commission of Articles of Incorporation of the Association, the Covenants shall be binding upon and shall benefit the Association.

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

3.1 Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment in and to the Common Areas which nonexclusive easement shall be appurtenant to and shall pass with the title to every Lot and Parcel. All Residents, other than Owners, shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Areas so long as they remain Residents. The foregoing grant and rights are subject, among other things, to the following limitations:

(a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any recreational or other facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use Common Area recreational facilities by any Member (i) for any period during which any Assessment against his Lot or Parcel remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, a Declaration of Annexation, The Homestead at Camp Verde Rules or applicable Design Guidelines, and (iii) for successive 60-day periods if any such infraction is not corrected during any preceding 60-day suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the Town of Camp Verde effective prior to the date hereof or unless specified hereafter on a recorded subdivision plat or Declaration of Annexation, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (2/3) of the Memberships in each class of Members agreeing to such dedication or transfer has been recorded, except that the Board shall have authority without Membership approval to transfer to such public agencies, authorities or utilities, easements and rights-of-way which are intended to benefit The Homestead at Camp Verde and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members. In the case of Exclusive Common Area dedication or transfer of such Exclusive Common Area shall require the approval of two-thirds (2/3) of the Memberships in each class of Members within the Parcel benefitting from the Exclusive Common Area.

(d) The right of the Association to regulate the use of the Common Areas through The Homestead at Camp Verde Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners or residents.

(e) The right of the Association to change the use of Common Areas and to change the size, shape or location of the Common Areas as provided in Paragraphs 12.4 and 12.5.

3.2 Delegation of Use. Any Owner may, in accordance with this Declaration, The Homestead at Camp Verde Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his family, his tenants or lessees, his guests or invitees or to his tenant's family, guests or invitees.

3.3 Rights of Ingress and Egress. Every Owner shall have an unrestricted right of ingress and egress to his Lot(s) and/or Parcel(s) (which right shall be perpetual and shall be appurtenant to and shall pass with the title to said Lot(s) or Parcel(s)) over the following areas:

(a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Common Areas; and

(b) for pedestrian and vehicular traffic over, through and across the Common Area streets and roadways, if any, which are designated and paved for such purpose.

Any Owner may, in accordance with this Declaration and The Homestead at Camp Verde Rules, delegate his right of ingress and egress to the members of his family, his guests, and his tenants (including his tenant's family and guests).

3.4 Easements for Encroachments. Each Lot and Parcel, the Common Areas, and all other areas in The Homestead at Camp Verde shall be subject to an easement of not more than eighteen (18) inches for encroachments of walls, ledges, roofs and other structures created by construction, settling and overhangs as originally designed and constructed by the Declarant or other developer. If any such improvement on the Common Areas encroaches upon any Lot, Parcel or other area, or if any such improvement on any Lot, Parcel or other area encroaches upon any portion of the Common Areas, or if any such improvement on any Lot, Parcel or other area encroaches upon another Lot, Parcel or other area, a valid easement for said encroachments and for the maintenance thereof shall exist. In the event any structure on any Lot, Parcel, Common Area or other area is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for said encroachments and for the maintenance thereof shall exist.

3.5 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of a particular Parcel. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, private streets, guard gates and other portions of the Common Area within a particular Parcel. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be borne by the particular Parcel either by way of Parcel Assessment or, if an Ancillary Association is formed, by way of assessment imposed upon the Lots within the Parcel and collected by the Ancillary Association.

The Declarant shall designate any Exclusive Common Area as such and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association, on the plat relating to such Common Area or in the Declaration of Annexation relating to such Common Area.

ARTICLE IV

LAND USE CLASSIFICATIONS AND USE RESTRICTIONS

4.1 Land Use Classifications. As portions of The Homestead at Camp Verde are readied for development or sale to developers, the Land Use Classifications, including any number of subclassifications thereof for any special uses, shall be fixed by Declarant in a Declaration of Annexation which shall be recorded for that portion of The Homestead at Camp Verde. Any such Declaration of Annexation may include additional covenants and restrictions and shall be construed as a supplement to this Declaration and fully a part hereof for all purposes to the same extent as if all of the provisions thereof were set forth in this Declaration. The Land Use Classifications for Lots, Parcels and Association Land established by a Declaration of Annexation shall not be changed except as specifically permitted by this Declaration. The contemplated Land Use Classifications are as follows:

- (a) Single Family Residential Use.
- (b) Cluster Residential Use.
- (c) Association Use, which may include common recreational and other areas owned and maintained by the Association.
- (d) General Public or Quasi-Public Uses approved by the Declarant or the Board, including, but not limited to, public or private schools, municipal facilities, libraries, any parks or playgrounds which are not Association Land and fire stations.

*Common
recreational*

Unless otherwise specifically provided in this Declaration, the definitions and characteristics of such Land Use Classifications, and specific permitted and prohibited uses in such Classifications or any subclassifications or combined Classifications, shall be determined in the Declaration of Annexation and shall be within the complete discretion of the Declarant. All Declaration of Annexations shall be subject to applicable zoning laws. If a Declaration of Annexation or recorded plat approved by the Declarant designates any Parcel Assessment Areas, the Declaration of Annexation or plat shall also designate the Lots and Parcels which solely or primarily benefit from the Parcel Assessment Area and which shall be subject to a Parcel Assessment pursuant to Paragraph 7.12 of this Declaration.

4.2 Covenants Applicable to Lots, Parcels and Other Areas Within All Land Use Classifications. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Lots, Parcels and other areas in The Homestead at Camp Verde, and the Owners, Residents and tenants thereof, whether or not a Declaration of

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Annexation has been recorded on said property and regardless of the Land Use Classification of such property:

4.2.1 Design Review. Except as otherwise expressly provided in this Declaration, the Design Guidelines or any applicable Declaration of Annexation which has been approved by the Declarant, (i) no improvements (whether temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property within The Homestead at Camp Verde or improvements thereon from its natural or improved state existing on the date this Declaration is recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the Design Review Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade, lighting or landscaping of any area in The Homestead at Camp Verde, shall be subject to the prior written approval of the Design Review Committee. No changes or deviations in or from the plans and specifications once approved by the Design Review Committee shall be made without the prior written approval of the Design Review Committee. Once construction of an improvement has been commenced on the Property, the Owner shall diligently pursue completion of such improvement in accordance with approved plans. The Declarant shall be exempt from the requirements of this Subsection and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work performed, constructed or installed by the Declarant shall be deemed approved by the Design Review Committee.

4.2.2 Animals. Except as otherwise expressly permitted in an applicable Declaration of Annexation, no animals, birds, fowl or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, Parcel or other area in The Homestead at Camp Verde and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. It shall be the responsibility of each Owner to remove immediately any droppings from pets. No structure for the care, housing or confinement of any animal, bird, fowl or livestock shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Design Review Committee. Upon the written request of any Member or Resident, the Design Review Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Subsection, a particular animal or bird is a generally recognized house or yard pet, whether such pet is a problem or nuisance or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the

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Design Review Committee shall be enforceable in the same manner as other restrictions contained herein.

4.2.3 Temporary Occupancy and Temporary Buildings. No trailer, 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 or structures may be used on any property for construction, repair or sales purposes, with the prior written approval of the Design Review Committee and for the time period approved by the Design Review Committee.

4.2.4 Maintenance of Landscaping and Driveways. Unless otherwise provided in a recorded instrument approved by Declarant or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) his Lot or Parcel (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bikepaths) and the street curb on the front or side of his Lot or Parcel; (iii) public areas between a sidewalk and the Lot or Parcel boundary; (iv) portions of Common Area adjacent to the Owner's Lot or Parcel and which lie on the Lot's or Parcel's side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to his Lot or Parcel. However, in the event the maintenance of the above areas is the responsibility of the Association, an Ancillary Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. As used herein, maintenance shall include, but not be limited to, keeping the areas neatly trimmed, cultivated and free from trash, weeds and unsightly material. Each Owner will be required to comply with Design Guidelines for landscaping and approved plant palette established by the Design Review Committee, including, but not limited to, specific plant selections and the timing of landscape installation. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on his Lot or Parcel. All areas maintained by an Ancillary Association shall be improved and maintained in a manner which is consistent with The Homestead at Camp Verde Rules and Design Guidelines.

4.2.5 Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, Parcel or other area in The Homestead at Camp Verde, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot, Parcel or other area in The Homestead at Camp Verde. The Design Review Committee shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing

provisions and except as otherwise permitted herein or in any recorded Declaration of Annexation, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in The Homestead at Camp Verde shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots and Parcels 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 will be piled only in such areas as may be approved by the Design Review Committee. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by his contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Lot or Parcel during construction of improvements may be kept only in areas approved by the Design Review Committee, which may also require screening of the storage areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

4.2.6 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot, Parcel or other area which shall induce, breed or harbor diseases or insects.

4.2.7 Repair of Building. No building or structure on any area in The Homestead at Camp Verde shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 4.2.1 above, such building or structure shall be promptly repaired, rebuilt or demolished. In the event an Owner fails to comply with this provision, the Board may give notice to the offending Owner, and may then proceed to repair the building or improvement and charge the Owner therefore as permitted in Paragraph 10.2.

4.2.8 Exterior Accessories. No antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Common Area. The location of an antenna or other device for the transmission or reception of television or radio signals or any form of electromagnetic radiation, including without limitation, satellite or microwave dishes within a Dwelling Unit, shall be governed by Section 207 of the Telecommunications Act of 1996, as the same may be amended from time to time; provided, however, that in all instances, the placement of such devices shall be made in the least visible and conspicuous manner possible without interfering with the viewer's ability to receive signals, and as approved by the Design Review Committee. The Design Review Committee may permit one or more aerial satellite dishes or satellite

communication systems, and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of The Homestead at Camp Verde. No basketball backboards or flagpoles shall be installed so as to be Visible From Neighboring Property, unless approved by the Design Review Committee

4.2.9 Mineral Exploration. No area in The Homestead at Camp Verde shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

4.2.10 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, Parcel or other area in The Homestead at Camp Verde except in covered containers of a type, size and style which are approved by the Design Review Committee. Unless otherwise approved by the Design Review Committee, such containers shall be maintained and stored so as to not be Visible From Neighboring Property except to make the same available for collection. All rubbish, trash and garbage shall be removed from the Lots, Parcels and other areas in The Homestead at Camp Verde and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained in The Homestead at Camp Verde.

4.2.11 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained in The Homestead at Camp Verde unless they are not Visible From Neighboring Property.

4.2.12 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in The Homestead at Camp Verde except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements; or (ii) that which Declarant or the Association may require for the operation and maintenance of The Homestead at Camp Verde. Solar energy devised may not be Visible From Neighboring Property and must be approved by the Design Review Committee prior to installation.

4.2.13 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained in The Homestead at Camp Verde except:

(a) Signs required by legal proceedings.

(b) Not more than two (2) identification signs for individual detached residences, each with a face area of seventy-two (72) square inches or less and not more than one (1) identification sign with a face area of seventy-two (72) square inches or less for each attached residences.

(c) Such other signs (including, but not limited to, "for sale" and "for lease" signs, construction job identification signs, builders signs, directional signs and subdivision identification signs) which are in conformance with the requirements of the Town of Camp Verde and which have been approved in writing by the Design Review Committee or the Declarant as to size, colors, design, message content and location.

4.2.14 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot or Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot or Parcel, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant or the Design Review Committee. This provision shall not, in any way, limit Declarant from subdividing or separating into Lots or Parcels any property at any time owned by Declarant. Unless otherwise approved by the Declarant, no buildings or other permanent structures shall be constructed on any area in The Homestead at Camp Verde until a Declaration of Annexation has been recorded on such property. No subdivision plat, Declaration of Annexation or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any property in The Homestead at Camp Verde unless the provisions thereof have first been approved in writing by the Declarant or the Design Review Committee and any plan, Declaration of Annexation or other covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. Once a Parcel has been subdivided into Lots by a recorded plat, that Parcel may not be resubdivided into a greater number of Lots without the approval of the Declarant. No application for rezoning of any Lot or Parcel, and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the property has been approved by the Declarant or the Design Review Committee and the proposed use otherwise complies with this Declaration, any applicable Declaration of Annexation and the general plan of development for The Homestead at Camp Verde.

4.2.15 Utility Easements. There is hereby created a blanket easement upon, across, over and under The Homestead at Camp Verde for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and other systems as such utilities are installed in connection with the initial development of The Homestead at Camp Verde. Pursuant to this easement, a providing utility or service company may install or maintain facilities or equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the property. Notwithstanding anything to the contrary contained in this Subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any area in The

Homestead at Camp Verde except as initially programmed and approved by the Declarant or the Design Review Committee, or, if installed after recordation of the Declaration of Annexation, as approved by the Owner and the Design Review Committee.

4.2.16 Party Walls. Except as hereinafter provided, the rights and duties of Owners of contiguous properties which have Party Walls shall be as follows:

(a) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof.

(b) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any of his tenants, agents, guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(c) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner, his tenants, agents, guests or family, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and repair such Wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(d) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Notwithstanding any such decision, an Owner may seek indemnity from any party causing the damage.

(e) Notwithstanding the foregoing and unless otherwise indicated in an applicable Declaration of Annexation or other recorded document, in the case of Party Walls (1) between Common Areas and Lots or Parcels, or (2) constructed by the Declarant or the Association on Common Areas within a Lot or Parcel, the Association shall be responsible for all maintenance thereof, subject to the provisions of Paragraphs 10.2 and 10.3; except that each Owner of a Lot or Parcel shall remain responsible for painting and maintaining the surface of the portion of the Party Wall facing his Lot or Parcel and/or the portion of the Party Wall which is not a portion of the Common Area, and except that an adjoining Owner shall reimburse the Association for one-half (½) of the costs incurred by the Association for any structural repair of the Party Wall located on that Owner's property.

(f) The provisions of this Subsection 4.2.16 shall not apply to any Party Wall which separates the interiors of two Dwelling Units or to any Party Wall which also constitutes an exterior wall of a Dwelling Unit. The rights of the Owners of such Dwelling Units with respect to such Party Walls shall be governed by the applicable Declaration of Annexation, by any additional covenants or by the plats recorded by the developer of the Dwelling Units.

4.2.17 Perimeter Walls or Fences. Perimeter walls and other fencing shall be constructed in accordance with Design Guidelines to be promulgated by the Design Review Committee. All fences adjoining the Common Areas, conservation areas, equestrian trails, parks or washes shall be constructed and maintained in accordance with specifications established by the Design Review Committee for the purpose of preserving and protecting the views from adjoining properties and shall be maintained by the Ancillary Association which governs the adjoining property except that each Owner shall remain responsible for painting and maintaining the surface of the portion of the perimeter wall facing his Lot or Parcel and except that the Owner shall reimburse the Association for one-half (1/2) of the costs of any structural repair of that portion of the perimeter wall located on that Owner's property or on or near that Owner's property boundary. The Board shall have sole discretion with respect to the maintenance of the exterior surface facing the arterial right-of-way and the structural repair of the perimeter walls. The Association shall be responsible for the maintenance of all landscaping immediately outside the perimeter walls and fences and adjoining the arterial right-of-way, except any maintenance assumed by the Town of Camp Verde, by an Ancillary Association, or by the Owner of the adjoining Lot or Parcel.

4.2.18 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 The Homestead at Camp Verde unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices.

Notwithstanding the foregoing, no above-ground electrical apparatus shall be installed without the approval of the Declarant or the Design Review Committee. All lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the Design Review Committee. The installation and location of all utility lines and equipment must be approved in advance by the Declarant or the Design Review Committee. Temporary above-ground power or telephone structures and water lines incident to construction activities, shall be permitted with the prior written approval of the Design Review Committee.

4.2.19 Overhead Encroachments. No tree, shrub or planting of any kind on any Lot, Parcel or other area shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, bike path, equestrian trail, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Design Review Committee.

4.2.20 Trucks, Trailers, Campers and Boats. No motor vehicle (classed by manufacturer rating as exceeding 1-ton), mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked or stored on any area in The Homestead at Camp Verde so as to be Visible From Neighboring Property, Common Area or street; provided, however, this provision shall not apply to (i) pickup trucks of less than 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 as provided in Subsection 4.2.22 below and are used on a regular and recurring basis for basic transportation; or (ii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Design Review Committee.

4.2.21 Motor Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Lot, Parcel, street or other area in The Homestead at Camp Verde, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property or to be visible from Common Areas or streets; provided, however, that this provision shall not apply to (i) emergency vehicle repairs; (ii) the parking of motor vehicles in garages or other parking areas in The Homestead at Camp Verde designated or approved by the Declarant or the Design Review Committee so long as such vehicles are in good operating condition and appearance and are not under repair; and (iii) the storage of motor vehicles in an area designed for such purposed on a Declaration of Annexation or on a site plan approved by the Design Review Committee.

4.2.22 Parking. Vehicles of all Owners and Residents, and of their employees, guests and invitees, are to be kept in garages, carports and other parking areas designated or approved by the Declarant or the Design Review Committee; provided, however, this Paragraph shall not be construed to permit the parking or storing in the above-described areas of any vehicle whose parking or storage in The Homestead at Camp Verde is otherwise prohibited herein. The Homestead at Camp Verde Rules may permit temporary parking on streets or other The Homestead at Camp Verde areas for public or private social events or other permitted activities.

4.2.23 Roofs. No solar panel, air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the Design Review Committee. Any solar panel

AKC
ground
mounted

approved by the Design Review Committee for placement on a roof must be flush mounted if Visible From Neighboring Property.

4.2.24 Window Treatments. Within one hundred and twenty (120) days of occupancy, each Owner of a Dwelling Unit shall install permanent draperies or suitable window treatments on all windows Visible From Neighboring Property. In no event shall windows be covered with paper, aluminum foil, bed sheets or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the Design Review Committee. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside of any building or elsewhere on a parcel, except as has been approved by the Design Review Committee.

4.2.25 Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his Lot or Parcel from or to any other Lot or Parcel as that pattern may be established or altered by the Declarant or other developer.

4.2.26 Garage Openings. No garage door shall remain open except when necessary for access to and from the garage. No parking area or garage shall be used to store junk or other unsightly material.

4.2.27 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot or Parcel, any member of the Design Review Committee, any member of the Board or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, Parcel or other area, and the improvements constructed or being constructed thereon (except for the interior portions of any completed and occupied Dwelling Unit), to determine compliance with this Declaration, the Design Guidelines, or any approval stipulations issued by the Design Review Committee or to perform repairs and maintenance as provided in Paragraph 10.3, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Association shall have an easement and right of entry upon any Lot, Parcel or other area at any time or times without notice in order to perform emergency repairs.

4.2.28 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or by other developers or their duly authorized agents of structures, improvements or signs necessary or convenient to the development or sale of property within The Homestead at Camp Verde if those structures, improvements or signs have been approved by the Declarant or the Design Review Committee.

4.2.29 Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the Design Review Committee to be a nuisance or to adversely affect the health, safety or welfare of Owners or Residents, the Design Review Committee may make rules restricting or regulating their presence in The Homestead at Camp Verde as part of the Design Guidelines.

4.2.30 Model Homes. The provisions of this Declaration and of Declaration of Annexation which prohibit nonresidential use of Lots and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes and sales offices and parking areas incidental thereto by persons engaged in the construction or marketing of Dwelling Units in The Homestead at Camp Verde, provided that the location and the opening and closing hours of such model homes are approved by the Declarant or the Design Review Committee, and provided that the construction, operation and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and with the ordinances of the Town of Camp Verde. Anything contained herein notwithstanding, the Association's right to approve the opening and closing hours of such model homes shall not preclude the use of the model homes between 9:00 A.M. and 8:00 P.M. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner or builder thereof is not actively engaged in the construction and sale of Dwelling Units in The Homestead at Camp Verde. No home shall be used as a model home for the sale of homes not located in The Homestead at Camp Verde unless expressly permitted to do so in writing by the Declarant.

4.2.31 Incidental Uses. The Declarant or the Design Review Committee may approve, regulate or restrict incidental uses of property within a Parcel. By way of example and not of limitation, the Declarant or the Design Review Committee may permit: private roadways; tennis and/or swimming clubs intended primarily for the benefit of all or certain Owners and Residents; and tennis courts, swimming pools and other recreational amenities.

4.2.32 Leases. Any agreement for the lease of all or any portion of a Lot or Parcel must be in writing and must be expressly subject to this Declaration, The Homestead at Camp Verde Rules, the Design Guidelines, the Articles and the Bylaws. Any violation of these documents shall be a default under the lease. An Owner shall notify the Association regarding the existence of all leases. The Owner shall remain liable for compliance with the Declaration, Articles, Bylaws, The Homestead at Camp Verde Rules and Design Guidelines and shall be responsible for any violations thereof by his tenant or his tenant's family and guests. All notices shall be sent to the Owner.

4.3 Residential Use. Property classified as Single Family Residential Use under a Declaration of Annexation may be used only for the construction and occupancy of

Single Family detached Dwelling Units and typical residential activities incidental thereto, such as the construction and use of private swimming pools, together with common recreational facilities or other common areas or amenities, if any. All Lots within such Land Use Classification shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other nonresidential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (iv) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. The terms "business," "occupation," "profession" and "trade," as used in this Paragraph 4.3 and in the immediately following Paragraph 4.4, shall be construed to have their 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: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business as defined herein. This restriction shall not apply to any activity conducted by the Declarant or other developer with respect to its development and sale of property within The Homestead at Camp Verde.

4.4 Tenants. The entire Dwelling Unit and Lot may be let to a Single Family tenant or lessee from time to time by the Owner, subject to the provisions of this Declaration, The Homestead at Camp Verde Rules, any applicable Design Guidelines and Declaration of Annexation.

4.5 Variances. The Board or Design Review Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in Article IV of this Declaration or in any Declaration of Annexation if the Board or Design Review Committee determines in its discretion (a) either (i) that a restriction would create an unreasonable hardship or burden on an Owner or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete, and (b) that the activity permitted under the variance will not have any substantial adverse affect on the Owners and Residents of The Homestead at Camp Verde and is consistent with the high quality of life intended for Residents of The Homestead at Camp Verde. The request for a variance must be made in writing and must be accompanied by adequate supporting documentation.

ARTICLE V

ORGANIZATION OF ASSOCIATION

5.1 Formation of Association. The Association shall be a non-profit Arizona corporation. Upon incorporation, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager and any employees of the Association. The Board's responsibilities shall include, but not be limited to, the following:

- (a) administration, including administrative support as required for the Design Review Committee;
- (b) preparing and administering an operational budget;
- (c) establishing and administering an adequate reserve fund;
- (d) scheduling and conducting the annual meeting and other meetings of the Members;
- (e) collecting and enforcing the assessments;
- (f) accounting functions and maintaining records;
- (g) promulgation and enforcement of The Homestead at Camp Verde Rules (but not the Design Guidelines);
- (h) maintenance of the Common Areas; and
- (i) all the other duties imposed upon the Board pursuant to this Declaration, the Bylaws, the Articles and The Homestead at Camp Verde Rules.

draft 5.3 The Homestead at Camp Verde Rules and Design Guidelines. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as The Homestead at Camp Verde Rules. The Homestead at Camp Verde Rules may restrict and govern the use of the Common Area by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that The Homestead at Camp Verde Rules shall not discriminate among Members and shall not be inconsistent with this Declaration, the Articles and the Bylaws. In addition, from time to time and subject to the provisions of this Declaration, the Design Review Committee shall have the right to adopt, amend and repeal Design Guidelines; provided, however, that such rules and guidelines shall be fair and reasonable and shall be consistent with the provisions of this Declaration, the Articles and Bylaws. The authority granted herein to develop rules and guidelines by the Design Review Committee and the enforcement powers of the committee, are given for the purpose of insuring that The Homestead at Camp Verde is developed and used according to the general descriptions and intent as evidenced by The Homestead at Camp Verde Master Development Plan, as it may from time to time be amended, and this Declaration. Upon adoption, The Homestead at Camp Verde Rules and/or Design Guidelines shall be enforceable in the same manner as this Declaration and shall have the same force and effect as if set forth in and a part of this Declaration. The Design Review Committee is specifically responsible for the administration and enforcement of the provisions of Article IV of this Declaration; the administration and enforcement of the guidelines promulgated by such Committee; and all other duties and obligations designated to such Committee by the Declaration, Articles, Bylaws and The Homestead at Camp Verde Rules. Administrative support as required by the Design Review Committee shall be provided by the Board. Upon adoption, The Homestead at Camp Verde Rules and the Design Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any inconsistency between the rules and regulations adopted by the Board and the guidelines adopted by the Design Review Committee, the guidelines adopted by the Design Review Committee shall control. Copies of The Homestead at Camp Verde Rules and all Design Guidelines as adopted or amended shall be available for inspection at the office of the Association during reasonable business hours.

5.4 Personal Liability. No board member, committee member (including, but not limited to, the Design Review Committee), officer or employee of the Association shall be personally liable to any Member or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence; provided, however, the limitations set forth in this Paragraph 5.4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct. The Association shall indemnify its committee members, directors and officers when acting on behalf of the Association, to

the full extent permitted by law, except for willful misconduct and bad faith acts or omissions.

5.5 Ancillary Associations. In the event an Ancillary Association is formed by the developer of a Parcel or subdivision in The Homestead at Camp Verde, the Articles of Incorporation, Bylaws and other governing documents for such association (including any declaration of restrictions) shall not be effective unless such documents have been approved by the Declarant so long as there are Class B votes, Association and the Design Review Committee. The governing documents for an Ancillary Association must specify that such association and the rights of its members are subject to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association and the provisions of The Homestead at Camp Verde Rules and Design Guidelines. The Board may delegate to an Ancillary Association the responsibility for billing and collecting for some or all of the Assessments.

ARTICLE VI

MEMBERSHIPS AND VOTING

6.1 Owners of Lots and Parcels. Every Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association. Each Member shall have the following number of Memberships:

6.1.1 For Parcels which have been annexed into the development having a Land Use Classification of Single-Family Residential Use, one (1) Membership for each density unit or Dwelling Unit approved for Parcel pursuant to the Master Development Plan for The Homestead at Camp Verde as adopted by the Town of Camp Verde.

6.1.2 For platted Lots, one (1) Membership for each Lot.

6.2 Declarant. The Declarant shall be a Member of the Association for so long as the Declarant owns any land in The Homestead at Camp Verde.

6.3 Voting. The Association shall have two classes of voting Memberships:

Class A. Class A Memberships shall be all Memberships attributable to the Owner of Assessable Property, including Declarant. An Owner (including Declarant) of Assessable Property shall be entitled to one vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the Owner's voting rights for violations of this Declaration as provided herein.

Class B. All of the Class B Memberships shall be held by the Declarant. For its Class B Memberships, Declarant shall have three (3) votes for every Lot or density unit approved owned by Declarant. The Class B Memberships shall cease on the happening of the first of the following events:

(a) One Hundred and Twenty (120) days after the date when the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class B Memberships,

(b) Seven (7) years from the date of the recording of this Declaration, or

(c) When the Declarant notifies the Association in writing that it relinquishes its Class B Membership.

6.4 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote of each such Membership must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed that he was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made to the Board, in writing at or prior to the time the vote is cast. In the event more than one vote is cast for a particular Membership, all said votes shall be deemed void.

6.5 Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles, Bylaws, The Homestead at Camp Verde Rules, and Design Guidelines as the same may be amended from time to time.

6.6 Transfer of Membership. The rights and obligations of the Owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot or Parcel and then only to the transferee thereof. A transfer of ownership of a Lot or Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void. Any transfer or ownership of a Lot or Parcel shall automatically transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner. Upon the transfer of ownership of any Lot or Parcel (excluding the initial

sale by the Declarant), the Board, in its discretion, may assess a reasonable transfer fee to cover administrative costs associated with said transfer of ownership.

6.7 Adjustment in Votes of Class B Member. In the event this Declaration is hereafter amended to exclude real property from The Homestead or in the event the general plan of development contemplated by the Master Development Plan (or a modification thereof) is not pursued to completion and an affirmative statement of abandonment of any or all parts of the Master Development Plan is recorded in the office of the County Recorder of Yavapai County, Arizona, then, in such event the number of Memberships deemed owned by the Declarant pursuant to Paragraph 6.4 above shall be adjusted. In the event the Declarant shall make a "constructive abandonment" of the Master Development Plan, then the number of Memberships deemed owned by the Declarant pursuant to Paragraph 4 above shall also be reduced. For the purposes of this Paragraph, a "constructive abandonment" shall be deemed to have occurred when Declarant shall fail to record a Declaration of Annexation on any area in The Homestead at Camp Verde for a period of five (5) years and all on-site and off-site construction and sales activities at The Homestead at Camp Verde shall have ceased for a period of five (5) years and Declarant shall have made no substantial progress towards planning or preparation for continuation of the Master Development Plan for a period of five (5) years. A constructive abandonment shall not occur if the lack of recordation, construction and planning or preparation shall be due to strikes, acts of God, war, riot, insurrection, or other acts which are beyond the control of Declarant. Only areas not then covered by a Declaration of Annexation may be affirmatively or constructively abandoned. In the event annexation of additional land is made in accordance with Paragraph 14.1 hereunder, Declarant shall be entitled to additional votes under Paragraph 6.4, as set forth in the declaration of annexation.

ARTICLE VII

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

7.1 Creation of Lien and Personal Obligation for Assessments and Maintenance Charges. The Declarant, for all Assessable Property which is subject to a Declaration of Annexation, hereby covenants and agrees, and each Owner by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to accept and be subject to mandatory Membership in the Association, and to pay to the Association the following: (1) Annual Assessments, (2) Special Assessments, (3) Parcel Assessments, (4) Maintenance Charges, (5) Special Use Fees and (6) Remedial Assessments incurred by the Owner or any Resident occupying the Owner's Lot or Parcel or any portion thereof. The Annual Assessments, Special Assessments, Parcel Assessment, Maintenance Charge, Special Use Fees and other fees, fines and charges

which are the obligation of an Owner hereunder, together with interest, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien upon the Lot or Parcel against which each such Annual, Special or Parcel Assessment, Maintenance Charge or other charge is made and against the Lot or Parcel of an Owner liable for a Special Use Fee or other charge and, in addition, shall be the personal obligation of the Owner of such Lot or Parcel at the time when such payment becomes due and payable. The Annual, Special and Parcel Assessments against each Lot or Parcel shall be based on the number of Memberships appurtenant to the Lot or Parcel. The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of the Owner unless expressly assumed by them; however, the Lot or Parcel shall remain subject to the lien of the delinquent Assessment except as provided in Paragraph 8.3 below. No Assessments may be charged against any Lot or Parcel which is not covered by a Declaration of Annexation; however, Maintenance Charges may be assessed against any property initially covered by or annexed under this Declaration. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, but not limited to, by non-use of Common Areas or abandonment of his Lot or Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act of the Board or Association.

7.2 Annual Assessments. In order to provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement and maintenance reserves, in each year, commencing with the first Assessment Period, the Board shall prepare and adopt a budget and shall assess against all Assessable Property an Annual Assessment. Subject to the provisions of Paragraph 7.4 hereof, the amount of the Annual Assessment shall be in the sole discretion of the Board, but shall be determined with the objective of fulfilling the Association's obligations under this Declaration and providing for the uses and purposes specified in Article IX.

7.3 Uniform Rate of Annual Assessment. No Annual, Parcel or Special Assessments shall be levied on any property until a Declaration of Annexation establishing a Land Use Classification has been recorded with respect to that property. The amount of any Annual, Parcel or Special Assessment against each Lot or Parcel shall be fixed at an equal amount.

7.4 Maximum Annual Assessment. The Annual Assessment to be established by the Board may not exceed a certain amount, hereinafter referred to as the "Maximum Annual Assessment," which Maximum Annual Assessment shall be determined and shall vary in accordance with the following provisions:

*estimate
\$ 33 / month*

(a) Until January 1, _____, the Maximum Annual Assessment against each Owner shall be _____ and NO/100 Dollars (\$ _____) per each Class A Membership.

(b) From and after January 1, _____, the Maximum Annual Assessment shall be increased effective January 1 of each year without a vote of the Membership by a maximum of twenty percent (20%) of the Maximum Annual Assessment for the previous year.

(c) From and after January 1, _____, the Maximum Annual Assessment may be increased above the Maximum Annual Assessment otherwise determined under Subsection (b) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

(d) Notwithstanding the foregoing limitations described in (a), (b) and (c) above, in the Board's discretion, the Maximum Annual Assessment may be increased as required by increased utility and water costs charged to the Association.

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7.5 Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. The provisions of this Paragraph are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

7.6 Rate of Assessment. Subject to Section 7.4 hereof and this Section 7.6, the amount of the Annual Assessments and Special Assessments shall be fixed by the Board, in its sole discretion.

(a) Except as set forth hereinbelow, both annual and special assessments must be fixed at a uniform rate for all Lots within the Covered Property and may be collected on a monthly basis.

(b) Notwithstanding anything contained herein to the contrary, Declarant shall pay only twenty-five percent (25%) of the Annual Assessments for each Lot owned by the Declarant which is within the Covered until the earlier of:

(i) the initial conveyance of a Lot thereon to a different Owner; or

(ii) completion of dwelling unit as evidenced by the issuance of a certificate of occupancy therefor.

(c) Notwithstanding anything contained herein to the contrary, during any period when Declarant is paying reduced Assessments pursuant to this Section, Declarant shall contribute to the Association such funds as may be required from time to time to meet any budget deficit which results from Declarant having paid such reduced Assessments pursuant to this Section. Declarant may contribute in-kind materials or services which have a value which is not less than any amount owed by the Declarant to the Association in lieu of payments of its reduced Assessments or funding of any Association budget deficit.

7.7 Notice and Quorum for any Action Authorized Under Paragraphs 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 7.4 and 7.5 shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.8 Establishment of Assessment Period. The period for which the Annual Assessment and Parcel Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence (a) upon the recording of the first Declaration of Annexation covering property which is not Exempt Property; or (b) upon such later date as the Board shall determine and shall terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by recording with the County Recorder of Yavapai County, Arizona, an instrument specifying the new Assessment Period.

7.9 Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments, provided that said procedures are not inconsistent with the provisions hereof. Annual Assessments and Parcel Assessments may be collected on a monthly, quarterly or annual basis as determined by the Board and Special Assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than fifteen (15) days' written notice

prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. Each Member shall be obligated to inform the Association in writing of any change of address. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period; successor Owners of Lots or Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners. In case the Owner of a Membership becomes liable for payment of an increased sum pursuant to Paragraph 7.3 during the Assessment Period, he shall notify the Association, but his failure to notify the Association shall not relieve him of the liability for such amounts. The amount of the Annual and Parcel Assessments against Members who become such during an Assessment Period due to the recordation of a Declaration of Annexation shall be prorated and such new Member shall not be liable for any previously levied Special Assessments.

7.10 Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from the due date until paid at a rate equal to the greater of (a) twelve percent (12%) per annum, or (b) the rate set by the Board, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. In addition, the Board may charge a late fee for all delinquent payments. The Board may also record a Notice of Delinquent Assessment against any Lot or Parcel as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien. The Association shall not be obligated to release any notice recorded pursuant to this Paragraph until all Delinquent Assessments, interest and collection costs have been paid in full, whether or not all of such amounts are set forth in the Notice of Delinquent Assessment.

7.11 Evidence of Payment of Assessments. Upon receipt of a written request, and within a reasonable period of time thereafter, the Association shall issue to the requesting party a written certificate stating (a) that all Annual, Parcel and Special Assessments, Special Use Fees and Maintenance Charges (including interest, costs and attorneys' fees, if any, as provided in Paragraph 7.10 above) have been paid with respect to any specified Lot or Parcel as of the date set forth in such certificate, or (b) if such have not been paid, the amounts due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Parcel in question.

7.12 Property Exempted from the Annual, Parcel and Special Assessments.

Exempt Property shall be exempt from the Assessment of the Annual, Parcel and Special Assessments, but such property shall not be exempt from fines, Special Use Fees or the Maintenance Charges provided for in Paragraphs 10.2 and 10.3; from attorneys' fees, costs and expenses as described in Paragraph 7.2; or from the Assessment Lien to secure said Maintenance Charges, attorneys' fees, fines, costs and expenses; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the assessment of the Annual, Parcel and Special Assessments (prorated as of the date it became Assessable Property) and the Assessment Lien therefor. The Owner of Exempt Property shall not be entitled to any Memberships for such Exempt Property.

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7.13 Parcel Assessments. All estimated costs and expenses, including any allocations to reserves, of the Association pertaining to the maintenance, repair and replacement of Parcel Assessment Areas (the "Parcel Expenses") shall be shown separately in the budget adopted by the Board. The Parcel Expenses pertaining to the maintenance, repair and replacement of a Parcel Assessment Area, together with any other expenses attributable to the Parcel Assessment Area referenced in the applicable Declaration of Annexation, shall be assessed solely against the Lots and Parcels which are benefitted by the Parcel Assessment Area as established by the applicable Declaration of Annexation or a recorded plat approved by Declarant designating the Parcel Assessment Area. Parcel Assessments shall be used exclusively to pay Parcel Expenses and no Parcel Expense shall be used in computing the Annual Assessments to be levied pursuant to Paragraph 7.2. Parcel Assessments shall be levied against the Lots and Parcels benefitted by the Parcel Assessment Area at a uniform rate per Membership determined in the sole discretion of the Board, with the objective of fulfilling the Association's obligations to maintain the Parcel Assessment Area. Parcel Assessments shall commence upon the date established by the Board for the particular Parcel Assessment. If the Board determines during any Assessment Period that Parcel Assessments with respect to any Parcel Assessment Area are, or will become, inadequate to meet all Parcel Expenses pertaining to that Parcel Assessment Area for any reason, including without limitation, non-payment of Parcel Assessments by Members, it may increase the Parcel Assessment for that Assessment Period and the revised Parcel Assessment shall commence on the date designated by the Board. Notwithstanding the foregoing, the applicable Declaration of Annexation may set forth the amount of the Parcel Assessment for specified Lots and Parcels and may restrict increases in that Parcel Assessment. Such restrictions or increases may be similar to the restrictions regarding the amount of and increases in the Maximum Annual Assessment as set forth in Paragraph 7.4. In no event shall the Association bear any share of the costs or expenses of a Parcel Assessment Area.

7.14 Remedial Assessments. Pursuant to this Declaration, the Board may levy an assessment against any Lot to reimburse the Association for costs incurred in bringing such Lot and its Owners into compliance with the provisions of this Declaration or the Association Rules. Remedial Assessments shall be due ten (10) days after the Board gives written notice thereof to the Owner subject thereto. The provisions of the Section titled "Notice and Quorum for any Action Authorized Under Paragraphs 7.4 and 7.5" of this Article with respect to approval of Special Assessments shall not apply in the case of Remedial Assessments.

7.15 Working Capital Fund. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each purchaser of a Lot from the Declarant shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-sixth (1/6) of the then current Annual Assessment multiplied by the number of Memberships attributable to the Lot. Funds paid to the Association pursuant to this Paragraph may be used by the Association for the payment of operating expenses or any other purpose permitted under this Declaration. Payments made pursuant to this Paragraph shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

ARTICLE VIII

ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ASSESSMENT LIEN

8.1 Association as Enforcing Body. As provided in Paragraph 12.2, the Declarant, the Association, the Design Review Committee and the Members shall have the right to enforce the provisions of this Declaration.

8.2 Association's Remedies to Enforce Payment of Assessments. If any Member fails to pay the Annual, Parcel or Special Assessments, Remedial Assessments, Special Use Fees or Maintenance Charges when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual, Parcel, Special or Remedial Assessments, Special Use Fees or Maintenance Charges;

(b) Foreclose the Assessment Lien against the Lot or Parcel in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot or Parcel may be redeemed after foreclosure sale as provided by law. The Association may bid on the subject property at such a foreclosure sale.

Notwithstanding subordination of an Assessment Lien as described in Paragraph 8.3, the delinquent Member shall remain personally liable for the Assessments and related costs after his Membership is terminated for foreclosure or deed in lieu of foreclosure or otherwise.

8.3 Subordination of Assessment Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has lent funds with the Lot or Parcel as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot or Parcel. Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or a deed of trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot or Parcel free of the Assessment Lien for all Annual, Parcel, Special and Remedial Assessments and Maintenance Charges and Special Use Fees that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided, however, that such mortgage or deed of trust foreclosure sale purchaser or grantee shall take title subject to all Annual, Parcel, Special and Remedial Assessments, Special Use Fees, Maintenance Charges and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

ARTICLE IX

USE OF FUNDS; BORROWING POWER

9.1 Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source, except for the Parcel Assessments) for the common good and benefit of The Homestead at Camp Verde and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction,

alteration, maintenance, provision and operation, by any manner or method whatsoever, of any kind and all land, properties, improvements, facilities, services, projects programs, studies and systems, within or without The Homestead at Camp Verde, which may be necessary, desirable or beneficial to the general common interests of The Homestead at Camp Verde, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit; social interaction among Members and Residents, maintenance of landscaping on Common Areas and public rights-of-way, maintenance of equestrian trails, washes and drainage areas within and adjoining The Homestead at Camp Verde, recreation, liability insurance, communications, ownership and operation of recreational and other facilities, vehicle storage areas, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. Subject to this Declaration and the Articles and Bylaws, the Association may expend its funds in any manner permitted under the laws of the State of Arizona.

9.2 Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate.

9.3 Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual, Parcel or Special Assessments, fees or otherwise), and may carry forward as surplus any remaining balances. The Association shall not be obligated to reduce the amount of an Annual or Parcel 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 greater financial security of the Association and the accomplishment of its purposes.

9.4 Eminent Domain. The term "taking" as used in this Paragraph shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Association Land, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards made or to be made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a total or partial taking, the Board may, in its sole discretion, retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Owners and all holders of liens and encumbrances, as their interest may appear of record, at a uniform rate per Membership.

9.5 Insurance.

9.5.1 Authority to Purchase. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas or upon other areas maintained by the Association, in the total amount of not less than One Million Dollars (\$1,000,000.00). If reasonably available, the Association shall obtain officers and directors liability insurance in an amount deemed prudent by the Board. In addition, the Association may carry any other insurance coverage which the Board in its discretion deems necessary or desirable. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance.

9.5.2 Individual Responsibility. Unless otherwise provided in a recorded Declaration of Annexation or other declaration approved by the Declarant, it shall be the responsibility of each Owner and Resident or other person to provide for himself insurance on his property interests within The Homestead at Camp Verde, including, but not limited to, his additions and improvements thereon, furnishings and personal property therein, his personal liability to the extent not covered by the property and public liability insurance obtained by the Association, if any, and such other insurance as such person desires. No person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas. Neither the Association nor any Board Member nor the Declarant shall be liable to any person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of insurance is not adequate.

9.5.3 Insurance Claims. The Association is hereby irrevocably appointed and authorized by the Owners to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association. All proceeds from insurance acquired by the Association shall be payable to the Association. Any proceeds resulting from damage to the Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the votes of each class of Members at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future assessments or, if distributed to Members, such proceeds shall be distributed to Members and their mortgagees as their interests may appear of record at a uniform rate per Membership.

9.6 Reserve Fund. From the Annual Assessments received by the Association, the Board shall establish a reserve fund for the maintenance, repair and replacement of the Common Areas.

ARTICLE X

MAINTENANCE

10.1 Common Areas and Public Rights-of-Way.

10.1.1 Areas of Association Responsibility. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas, Parcel Assessment Areas and the improvements thereon; provided, however, the Association shall not be responsible for providing or maintaining the landscaping or structures on any Common Areas which are part of Lots or Parcels unless (i) such landscaping or structures are available for use by all Owners and Residents or are within easements intended for the general benefit of The Homestead at Camp Verde and (ii) the Association assumes in writing the responsibility as set forth in a recorded instrument as hereinafter provided.

(a) The Association shall maintain any landscaping and other improvements not located on Lots and Parcels which are within the boundaries of The Homestead at Camp Verde and are identified on a recorded instrument as Common Areas intended for the general benefit of the Owners and Residents of The Homestead at Camp Verde, except the Association shall not be required to maintain (but may elect to maintain) areas which (i) the Town of Camp Verde, an improvement district or other government entity is maintaining, (ii) an Ancillary Association is required under a Declaration of Annexation to maintain or (iii) are to be maintained by the Owners of a Lot or Parcel pursuant to Paragraph 4.2.4 of this Declaration. Specific areas to be maintained by the Association may be identified on recorded subdivision plats approved by the Declarant, and/or in deeds from the Declarant to the Association or to a transferee of a Lot or Parcel, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect to Common Areas or the Association's rights with respect to other areas intended for the general benefit of The Homestead at Camp Verde. Notwithstanding anything to the contrary herein, the Board shall have discretion to enter into an agreement with the Town of Camp Verde to permit the Association to upgrade and/or maintain landscaping on property owned by the City, or which is owned by the Association, but is maintained by the City, whether or not such property is within The Homestead at Camp Verde, if the Board determines such agreement benefits the Association.

(b) Notwithstanding anything to the contrary herein, the Association may assume responsibility for maintenance and management of certain retention or other common areas within a Parcel. Such maintenance and management responsibility shall not be effective unless (i) the Board assumes in writing the responsibility as set forth in a recorded instrument; and (ii) the additional maintenance area is dedicated to the Association and such dedication is accepted in writing by the Association. The costs and expenses for such maintenance and management shall be assessed against the Parcel and the Owners thereof, as Parcel Assessments pursuant to Paragraph 7.12:

10.1.2 Standard of Care. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas and other properties maintained by the Association; however, the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Common Areas and the Parcel Assessment Areas, including, but not limited to, the trails, bike paths and any playground or other play areas or equipment furnished or maintained by the Association shall be used at the risk of the user; and the Declarant and the Association shall not be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof.

10.1.3 Delegation of Responsibilities. In the event any subdivision plat, Declaration of Annexation, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Lots or Parcels will be responsible for maintenance of certain Common Areas, Parcel Assessment Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of The Homestead at Camp Verde for the Association or for an individual Owner or an Ancillary Association to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots and Parcels in exchange for the payment of such fees as the Association and Owner may agree.

10.2 Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the Association is caused through the willful or negligent act of any Owner, or that Owner's family, guests or tenants, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien. Any charges or fees to be paid by the Owner of a Lot or Parcel pursuant to Paragraph 10.1.3 in connection with a contract entered into by the Association with an Owner for the performance of an Owner's

maintenance responsibilities shall also become a party of such Assessment and shall be secured by the Assessment Lien as a Remedial Assessment.

10.3 Improper Maintenance and Use of Lots and Parcels. In the event any portion of any Lot or Parcel is so maintained as to present a nuisance, or substantially detract from the appearance or quality of the surrounding Lots and Parcels or other areas of The Homestead at Camp Verde which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Parcel is being used in a manner which violates this Declaration or any applicable Declaration of Annexation, or in the event the Owner of any Lot or Parcel is failing to perform any of its obligations under this Declaration, any Declaration of Annexation, The Homestead at Camp Verde Rules or Design Guidelines, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto, give written notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 14-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien as a Remedial Assessment.

10.4 Easement for Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Lots, Parcels and all other areas in The Homestead at Camp Verde for the purpose of repairing, maintaining and replacing the Common Areas, Common Area improvements, and other areas maintained by the Association and for the purpose of performing all of the Association's other rights, duties and obligations hereunder.

ARTICLE XI

DESIGN REVIEW COMMITTEE

11.1 Establishment. A Design Review Committee shall be established and shall perform the functions set forth in this Declaration. The Committee shall adopt rules, regulations and guidelines for the performance of its duties, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Declaration of Annexation. The Design Review Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas within The Homestead at Camp Verde. The Design Review Committee shall consist of three (3) regular members and not less than one (1) alternate member. During the first seven (7) years following the recordation of this document or

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until such time as the Declarant has relinquished its appointment rights, all members and alternates of the committee shall be appointed by the Declarant. Thereafter, the members of the Design Review Committee shall be elected by a vote of a majority of the Memberships voting at a meeting called for that purpose. Committee members shall be elected to one (1) year terms (or until replaced). Design Review Committee elections shall occur at the same time as the annual elections of the Board. In the event of a temporary or permanent vacancy on a Committee, an alternate member selected by the Committee shall serve as a replacement until the next election or until the regular Member is again available. Members of the Design Review Committee need not be architects, Owners or Residents and need not possess any special qualifications of any type. Committee members appointed by Declarant need not be Owners or Residents. The Declarant may voluntarily relinquish (either temporarily or permanently) its right to appoint all or some of the members of the Design Review Committee by recording an amendment to the Declaration executed by the Declarant alone.

11.2 Meetings; Guidelines. The Design Review Committee shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Committee and the concurrence of a majority of the regular Committee members shall be necessary for any decision of the Design Review Committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may constitute a quorum by his (their) presence and shall have all of the authority of a regular member while so participating. As provided in Paragraph 5.3, the Design Review Committee shall promulgate Design Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. The decision of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration. Members of the Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board.

The Design Guidelines shall interpret and implement procedures for the Design Review Committee's review of, and the standards for development within The Homestead at Camp Verde, including, but not limited to, architectural design, placement of buildings, landscaping, plant selection, color schemes, exterior finishes and materials, signage, wall design and similar matters and shall have the same force and effect as the Association Rules. The Guidelines may also include provisions requiring the establishment of landscaping on parcels pursuant to specific timetables.

11.3 Discretion of Committee. The Design Review Committee shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matters or matters pertaining to the stability of footings or foundations or matters pertaining to geological conditions involved in any foundation or footings and may indicate on any plans or specifications or drawings or other materials or in any certificate that the

Committee has not passed upon, approved or disapproved any such referred to matters. All actions of said Committee authorized under this Declaration, including, without limitation, the approval or disapproval of plans, specifications, drawings, plot plans, grading plans and height, as well as other matters in which the Committee is authorized hereunder to act, shall be in the sole and complete discretion of said Committee. Neither the Design Review Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of

(a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;

(b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) the development of any property within The Homestead at Camp Verde;

(d) the execution of any estoppel certificate, whether or not the facts therein are correct; or

(e) the enforcement of this Declaration and the Committee's Design Guidelines;

provided, however, that with respect to the liability of a Committee member, such member has acted in good faith on the basis of such information as may be possessed by him. The approval by the Design Review Committee of any plans, specifications or other matter shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval. Subject to Paragraph 11.1, the vote or written consent of a majority of its regular members, at a meeting or otherwise, shall constitute the act of the Design Review Committee.

11.4 Response Within Forty-five (45) Days. Any approval required under this Declaration by the Design Review Committee shall not be withheld unreasonably. Failure by such Committee to approve or disapprove a request within forty-five (45) days after such request is filed with the Committee (or within any shorter period of time set forth in the applicable Design Guidelines) shall waive the approval requirement. Notice of disapproval shall be written and it shall set forth the reason or reasons for the disapproval. Notwithstanding Paragraph 15.10, no request shall be deemed filed with the Committee until it is actually received by the Committee, and all submissions to the Committee shall be made by certified mail or personal delivery. In any event, after the expiration of one (1) year from the completion of construction of any structure, work,

improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers or encumbrances in good faith and for value, be deemed to be in compliance with this Declaration and the applicable Design Guidelines, unless actual notice of non-compliance executed by the Design Review Committee shall appear of record in the office of the County Recorder of Yavapai County, or a complaint has been filed to enforce compliance.

11.5 Committee's Certificate. Any approval of any plans and specifications or other matter by the Design Review Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by at least a majority of the members of said Committee shall be irrevocable and not subject to change by such Committee. Any such certificate may be conclusively relied upon by all parties, including, but not limited to, any Owner, tenant or purchaser of any Lot or of any interest therein; by any lender taking any Lot as security; and by any title insurance company. Any such certificate may be recorded by said Committee in the office of the Yavapai County Recorder.

11.6 Fee. The Board may establish a reasonable processing fee to defer the costs of the Association and the Design Review Committee in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

ARTICLE XII

RIGHTS AND POWERS OF ASSOCIATION

12.1 Association's Rights and Powers As Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, which shall include all rights and powers as may be reasonably necessary in order to effect the purposes of the Association as set forth herein. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection by Members, prospective purchasers, mortgagees and other persons or entities with an interest in The Homestead at Camp Verde at the office of the Association during reasonable business hours.

12.2 Enforcement of Provisions of This and Other Instruments. The Association, in the first instance, and the Design Review Committee, each as the agent and representative of the Owners or any Owner (including Declarant, so long as Declarant is an Owner), shall have the right (without obligation) to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration, the Articles, Bylaws, The

Homestead at Camp Verde Rules and Design Guidelines and any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. The Association is authorized to impose sanctions for violations without court approval. Such sanctions may include reasonable monetary fines and suspension of the right to vote or use any recreational facilities on the Common Area as provided in Paragraph 3.1.2. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association or the Design Review Committee to enforce the terms of this Declaration or other document as described in this Paragraph 12.2 and the Association or the Design Review Committee prevails, the Association or Design Review Committee, as applicable, shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including, but not limited to, the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot or Parcel. If the Association and the Design Review Committee shall fail or refuse to enforce this Declaration or any provisions hereof for an unreasonable period of time after written request by a Member to do so, then any Member may enforce the provisions of the Declaration at his own expense by any appropriate action, whether in law or in equity, but regardless of the outcome, no expenses of the action shall be paid for by the Association.

12.3 Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer of committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if he were not so interested. Notwithstanding anything to the contrary contained herein, during the period when the Declarant has a Class B vote, any professional management contract entered into by the Association must be terminable with or without cause, upon no more than ninety (90) days written notice and without payment of any penalty.

12.4 Procedure for Change of Use of Association Land. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion, the then present use of a designated part of the Association Land or of the Association's interest in other Common Areas is no longer in the best interests of the Owners and Residents, and (b) the approval of such resolution by a majority of the votes of each class of Members at a meeting duly called for such purpose, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners and Residents, and (ii) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the land. Alternatively, the Board, upon satisfaction of Subsection (a) above, may, in lieu of calling a meeting, notify in writing all Owners of the proposed change of use and of their right to object thereto and, if no more than ten percent (10%) of the Class A Memberships eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

12.5 Procedure for Alteration of Common Area; Contracts Concerning the Common Area. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public authority or utility as provided in Paragraph 3.1.3. In addition, the Association shall have the right to change the size, shape or location of the Common Areas, to exchange the Common Areas for other property or interests which become Common Areas, and to abandon or otherwise transfer Common Areas (to a non-public authority) upon (i) the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Areas is no longer in the best interests of the Owners and Residents and that the change desired shall be for their benefit and shall not substantially adversely affect them, and (ii) the approval of such resolution by a majority of the votes of each class of Members, voting in person or by proxy, at a meeting called for such purpose. Alternatively, the Board, upon satisfaction of Subsection (i) above, may, in lieu of calling a meeting pursuant to Subsection (ii) above, notify in writing all Owners of the proposed transaction and of their right to object thereto and, if no more than ten percent (10%) of the Class A Members eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

ARTICLE XIII

TERM; AMENDMENTS; TERMINATIONS

13.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each. Subject to FHA and/or VA approval as provided in Paragraph 15.11 below, this Declaration may be terminated at any time if seventy-five percent (75%) of the authorized votes of each class of Members shall be cast in favor of termination at an election duly called and held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded with the County Recorder of Yavapai County, Arizona, 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. Thereupon, these Covenants shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. Any Association funds remaining following such termination and dissolution shall be distributed to the Members and their mortgagees as their interest may appear at a uniform rate per Membership.

13.2 Amendments. Until the first sale of a Lot within the Property to an Owner for use and occupancy as a Dwelling Unit, this Declaration may be amended by recorded instrument duly executed by Declarant, without the necessity of calling a meeting of Owners or obtaining the consent of Owners. Thereafter, this Declaration may be amended either at any time during the initial twenty-year term or during any extension thereof, pursuant to Paragraph 13.1 by recording with the County Recorder of Yavapai County, Arizona, a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination in Paragraph 13.1. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided hereafter, shall certify that at an election duly called and held for this purpose pursuant to the provisions of the Articles and Bylaws, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment. The Declaration may be amended with respect to all or any portion of the Lots and Parcels covered hereby. A Declaration of Annexation may be amended in the same manner as this Declaration, with the approval of sixty-seven percent (67%) of the votes attributable to the Owners of all Lots and Parcels subject to the Declaration of Annexation. So long as there is a Class B Membership, any amendment or termination of this Declaration or any Declaration of Annexation shall require the approval of FHA or VA, as applicable, if such agency has guaranteed or insured any loan on a Lot or Parcel subject to the Declaration of Annexation. Within fifteen (15) years from the date of recording this Declaration and so long as the Declarant is the Owner of any Lot or Parcel in The Homestead at Camp

Verde, this Declaration and any Declaration of Annexation may be amended or terminated only with the written approval of the Declarant. Thereafter, except as otherwise provided herein, any amendment to a Declaration of Annexation must be approved by the Board. This Declaration may not be amended to reduce or alter the rights of the Declarant without the approval of the Declarant. The Declarant alone may amend this Declaration at any time (a) to annex additional property hereunder as provided in Article XIV, (b) to exclude from Exhibit A any property not then covered by a recorded Declaration of Annexation, (c) to relinquish its right to appoint the members of the Design Review Committee as provided in Section 11.1, or (d) to amend as permitted in Section 13.3 hereafter. In addition, at any time, the Declarant alone shall have the right to amend the Declaration or any Declaration of Annexation to comply with applicable law or to correct any error or inconsistency in the Declaration or the Declaration of Annexation if the amendment does not adversely affect the rights of any Owner.

draft

13.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Corporation ("FNMA") and to further amend to the extent requested by any other federal, state or local government agency which requests such an amendment as a condition precedent to such agency's approval of the Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or Parcel(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of the Amendment duly signed by or on behalf of the authorized agents of Declarant with their signatures acknowledged, specifying the federal, state or local government agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all of The Homestead at Camp Verde and all persons having an interest therein.

ARTICLE XIV

ANNEXATION OF ADDITIONAL PROPERTY; WITHDRAWAL

14.1 Right of Annexation. Declarant hereby expressly reserves the right until fifteen (15) years from the date of recording of this Declaration to expand The Homestead at Camp Verde, without the consent of any Owner, Mortgagee or any other

party with an interest in The Homestead at Camp Verde, by annexing all or any portion of the Annexable Property. The annexation of any or all of the Annexable Property shall be accomplished by the Declarant recording with the County Recorder of Yavapai County, Arizona, a Declaration, which establishes the Land Use Classification of the property being annexed. Declarant shall not be obligated to annex all or any portion of the Annexable Property. The Declarant may annex non-contiguous property hereunder. A Declaration of Annexation annexing property as permitted hereunder may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such document revoke, modify or add to the Covenants established by this Declaration and applicable to property previously covered by a Declaration of Annexation.

14.2 Declarations of Annexation. The annexations authorized under Paragraph 14.1 shall be made by recording a Declaration of Annexation. A Declaration of Annexation may contain such complementary additions to and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Annexable Property (or the applicable portion or portions thereof). In no event, however, shall any such Declarations of Annexation revoke, conflict with, modify or add to the covenants established by this Declaration with respect to property previously covered by this Declaration.

14.3 Withdrawal. Notwithstanding any other provisions of this Declaration, Declarant reserves the right to amend this Declaration so long as it has the right to annex additional property pursuant to this Article, for the purpose of removing property then owned by the Declarant or its assignees from coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarant's plans for the Property, provided such withdrawal is not unequivocally contrary to the overall scheme of development for the Property.

ARTICLE XV

MISCELLANEOUS

15.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board and Design Review Committee, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Covenants hereof.

15.2 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.

15.3 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.

15.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board and Committee) shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration or any applicable Design Guidelines.

15.5 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Office of the County Recorder of Yavapai County, Arizona, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of The Homestead at Camp Verde can or will be carried out, or that any land now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is one used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Master Development Plan.

15.6 No Warranty of Enforceability. While Declarant has no reason to believe that any of the Covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such Covenants. Any Owner acquiring a Lot or Parcel in The Homestead at Camp Verde in reliance on one or more of the Covenants shall assume all risks of the validity and enforceability thereof and by acquiring any Lot or Parcel agrees that Declarant shall have no liability therefor.

15.7 References to the Covenants in Deeds. Deeds or any instruments affecting any part of The Homestead at Camp Verde may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference to this Declaration is made in any Deed or instrument, each and all of the Covenants shall be

binding upon the grantee Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

15.8 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 works in the plural shall include the singular.

15.9 Captions and Titles. All captions, titles or headings of the Articles and Paragraphs 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 or context thereof.

15.10 Notices. If notice of any action or proposed action by the Board of or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the Town of Camp Verde or The Homestead at Camp Verde. This Paragraph shall not be construed to require that any notice be given if not otherwise required, and shall not prohibit satisfaction of any notice requirement in any other manner. If notice is made by mail, it shall be deemed to have been received twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address given by that person to the Association for the purpose of service of such notice, or to the address if the Lot or Parcel owned by such person if no address has been given. Notice to the Board or to the Design Review Committee shall be delivered or sent certified mail to the office of the Association.

15.11 FHA/VA Approval. If this Declaration has been approved by FHA or VA in connection with any loan programs made available by FHA or VA, then as long as there is a Class B Membership, the dedication of Common Areas (except where such dedication is required by the Town of Camp Verde), the annexation of Annexable Property, and the termination or amendment of this Declaration will require the prior approval of FHA or VA, as applicable, unless the need for such approval has been waived by FHA or VA.

15.12 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Members holding seventy-five (75%) percent of the outstanding votes. This Paragraph shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof, (c) proceedings involving challenges

to taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Paragraph shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes necessary to institute proceedings as provided above.

15.13 Use of the Words "The Homestead at Camp Verde" or "The Homestead at Camp Verde Community Association". No person shall use the words "The Homestead at Camp Verde" or "The Homestead at Camp Verde Community Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "The Homestead at Camp Verde" or "The Homestead at Camp Verde Community Association" in printed or promotional material where such term is used solely to specify the particular property is located within The Homestead at Camp Verde.

15.14 Exhibits. The following exhibits are attached to this Declaration, and, except as otherwise indicated, are incorporated herein.

Exhibit A: Annexation Property

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

HARVARD INVESTMENTS, INC., a
Delaware corporation

By: _____
Craig Krumwiede
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Craig Krumwiede, the President of Harvard Investments, Inc., a Delaware corporation, for and on behalf thereof.

NOTARY PUBLIC

My Commission Expires:

draft

NOTE:

Building Setback from the R.O.W. will vary depending on lot size, product size, and final location of the building on each individual lot.

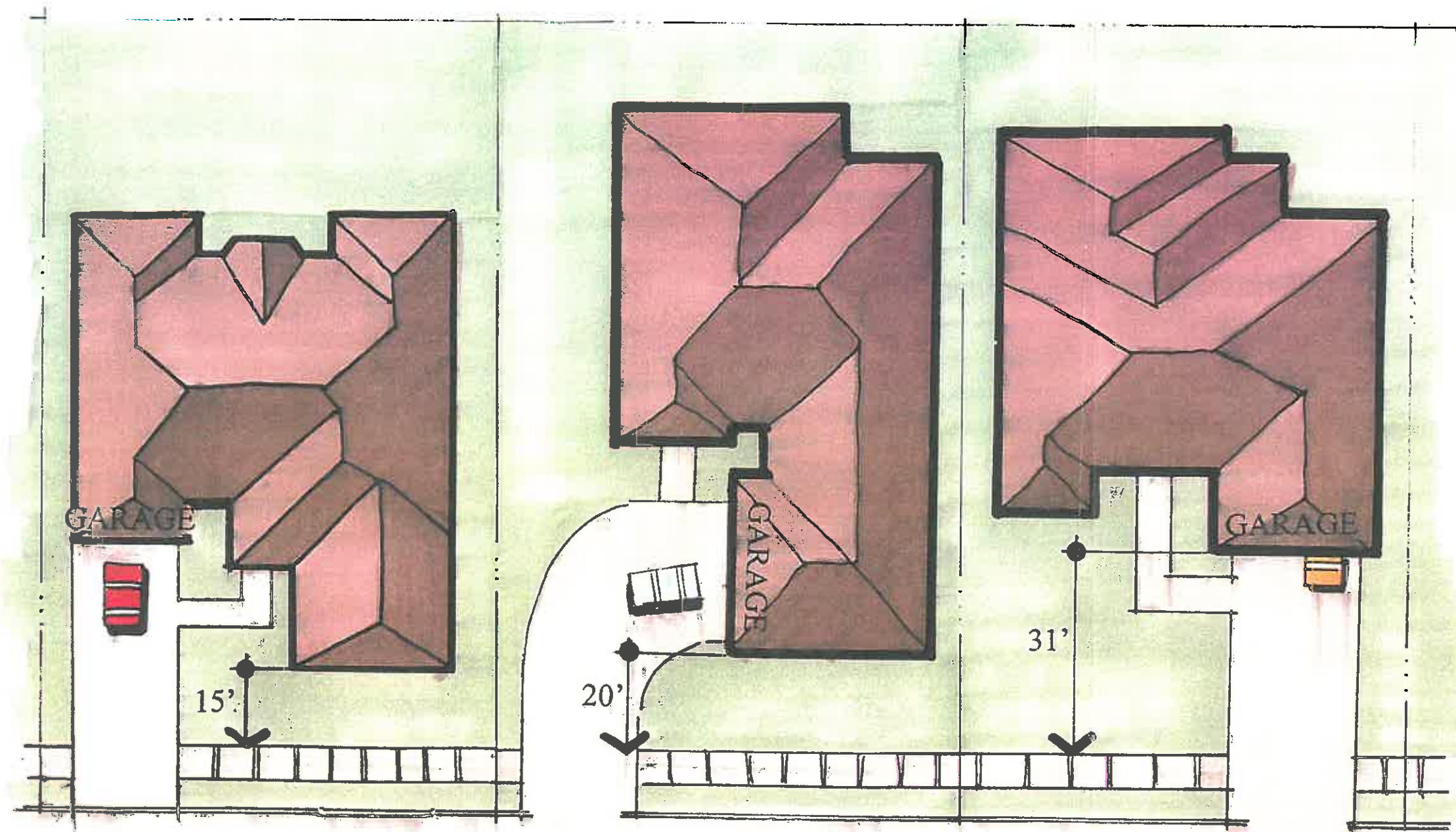


Exhibit K-1

Building Setback Example - Plan View

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.

(Tentative Name)

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



NOTE:

Building Setback from the R.O.W. will vary depending on lot size, product size, and final location of the building on each individual lot.

All building setback requirements as set forth in the Town of Camp Verde Zoning Ordinance shall be adhered to.

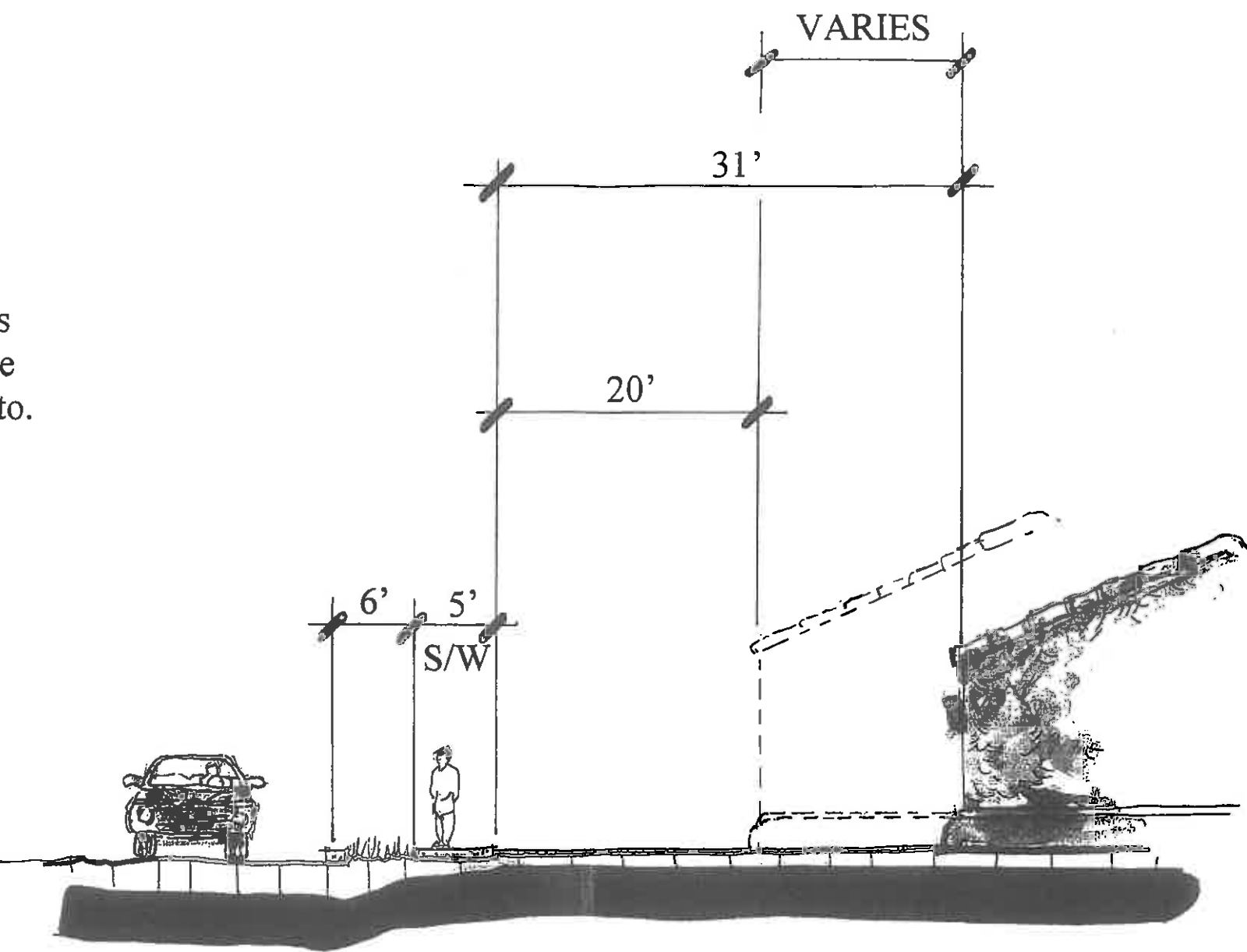


Exhibit K-2

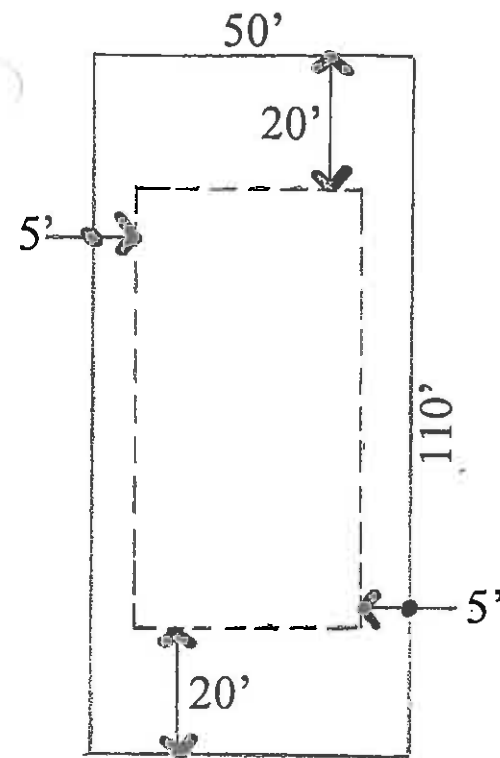
Building Setback Example - Elevation

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.

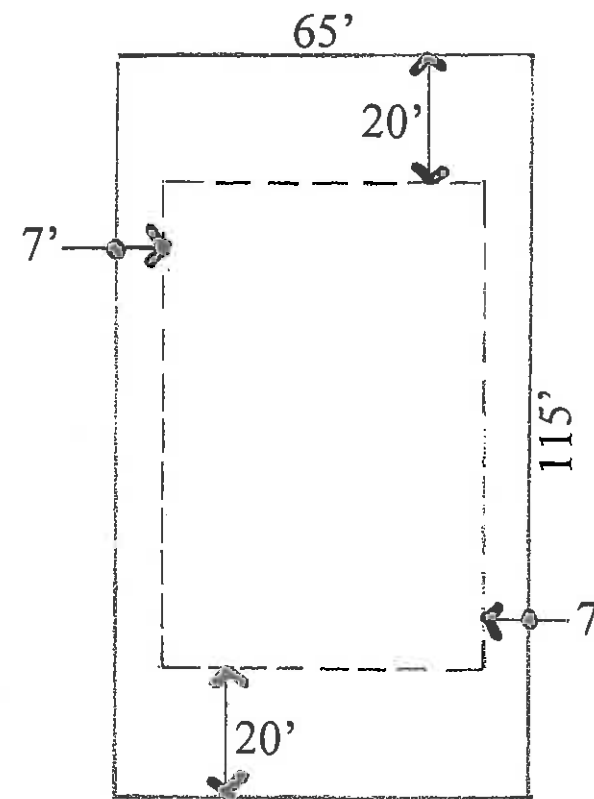




50' x 110'

Lot Size: 5,500 SF

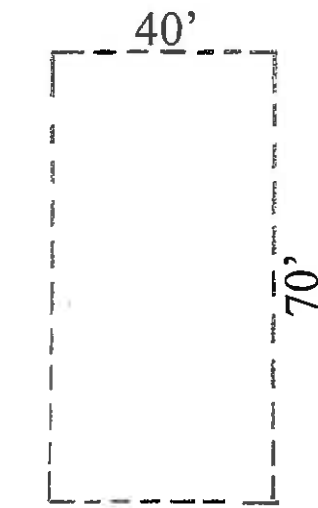
**Building Envelope
Maximum Size: 2,800 SF**



65' x 115'

Lot Size: 7,475 SF

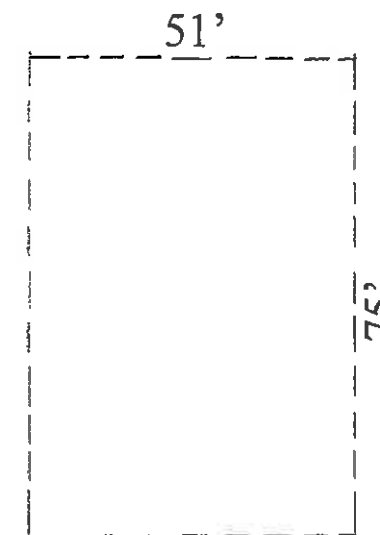
**Building Envelope
Maximum Size: 3,825 SF**



Buildable Area

SETBACKS

Front Setback: 20'
Rear Setback: 20'
Side Setback: 5'



Buildable Area

SETBACKS

Front Setback: 20'
Rear Setback: 20'
Side Setback: 7'

Exhibit K-3

Probable Lot Configurations

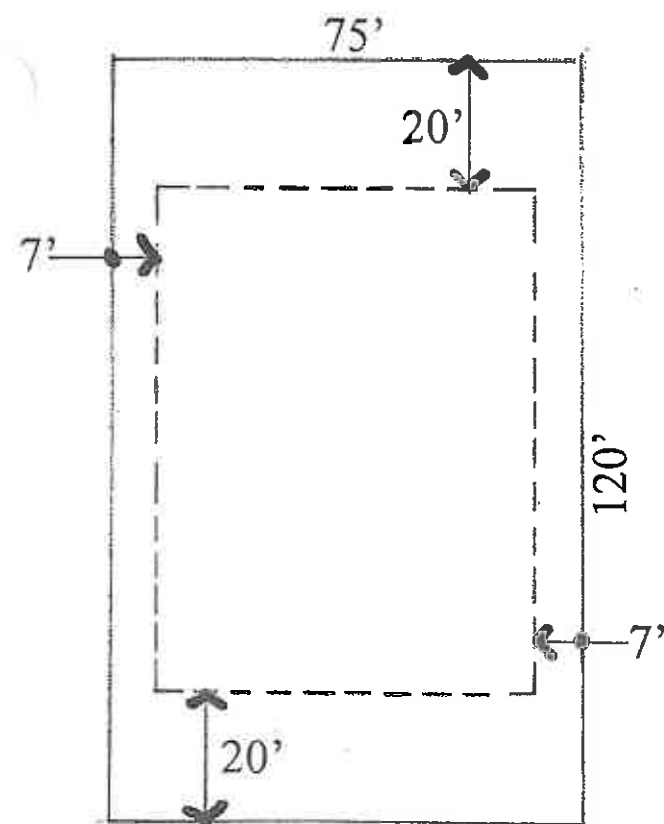
The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.

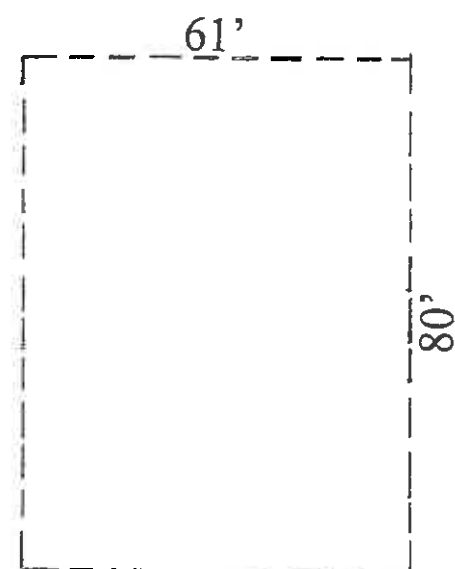




75' x 120'

Lot Size: 9,000 SF

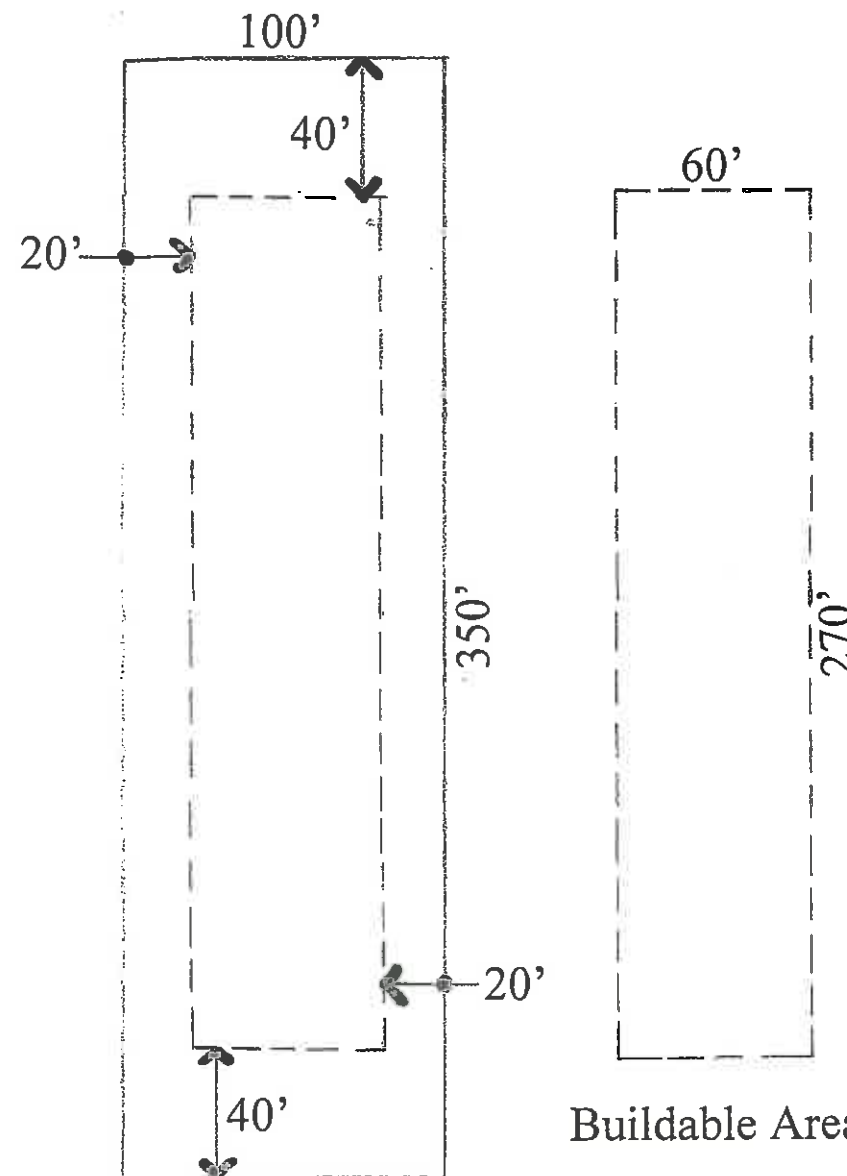
**Building Envelope
Maximum Size:** 4,880 SF



Buildable Area

SETBACKS

Front Setback: 20'
Rear Setback: 20'
Side Setback: 7'



35,000 SF

Lot Size: 35,000 SF

**Building Envelope
Maximum Size:** 16,200 SF

SETBACKS

Front Setback: 40'
Rear Setback: 40'
Side Setback: 20'

Buildable Area

Exhibit K-3

Probable Lot Configurations

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



1146 W. Hwy. 89A, Suite B • P.O. Box 3924 • Sedona, Arizona 86340 • (520) 282-1061 • Fax (520) 282-2058
703 South Main Street • Cottonwood, Arizona 86326 • (520) 639-2712 • Fax (520) 639-2713
2615 N. 4th Street, Suite 5 • Flagstaff, Arizona 86004 • (520) 773-0354 • Fax (520) 774-8934

EXHIBIT L-1
THE HOMESTEAD
At Camp Verde

PRELIMINARY TRAFFIC IMPACT ANALYSIS

PREPARED FOR:

HARVARD INVESTMENTS, INC.
2425 East Camelback Ste. 900
Phoenix, Arizona 85016

PREPARED BY:

SHEPHARD - WESNITZER, INC.
1146 W. Hwy. 89A, Suite B
P.O. Box 3924
Sedona, Arizona 86340
(520) 282-1061

February 1, 1999

S-W File # 99022



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INTRODUCTION

"The Homestead at Camp Verde" is a proposed 393 acre Planned Area Development (PAD) within the town limits of Camp Verde, Arizona. The Arizona Department of Transportation (ADOT) and the Town of Camp Verde require that a traffic impact analysis is performed for this type of development to ensure that the efficiency and safety in traffic operations are maintained within the transportation network.

A preliminary determination indicates that a Category II traffic impact analysis will be required for this development per ADOT's *Traffic Impact Analysis for Proposed Development* guideline. A Category II analysis is characterized as a development that generates 500 to 1,000 peak hour trips during the morning or afternoon peak hour. The ADOT District Engineer makes the final decision on requiring a Traffic Impact Analysis and determining whether the Analysis falls within Category I or II.

PURPOSE OF THE REPORT AND STUDY OBJECTIVES

The purpose of this document is for; preliminary planning purposes, to estimate potential impacts, evaluate potential mitigation where applicable, and if necessary to obtain concurrence from the ADOT District Engineer and Town of Camp Verde on the number of trips generated by the development.

The objectives of this study are to identify possible traffic impacts and to recommend any potential improvements to maintain efficient and safe traffic operations.

PROPOSED DEVELOPMENT

The proposed 393 acre Planned Area Development is located on SR 260 within the Town limits of Camp Verde, Arizona. The development will consist of various levels of residential development and commercial use. "The Homestead at Camp Verde" will be developed as a multi-phase project.

SITE LOCATION

"The Homestead at Camp Verde" is located on SR 260. The PAD is on a 393± acre parcel located on the northeast side of the curve transitioning SR 260 into Finnie Flat Road. A proposed ADOT realignment of SR 260 will create a "T" intersection with Finnie Flat Road. The parcel has approximately 3,100 feet of frontage on Finnie Flat Road and 2,700 feet of frontage on SR 260. The project site location is shown on Figure 1 -- Vicinity Map.

LAND USE AND DENSITY

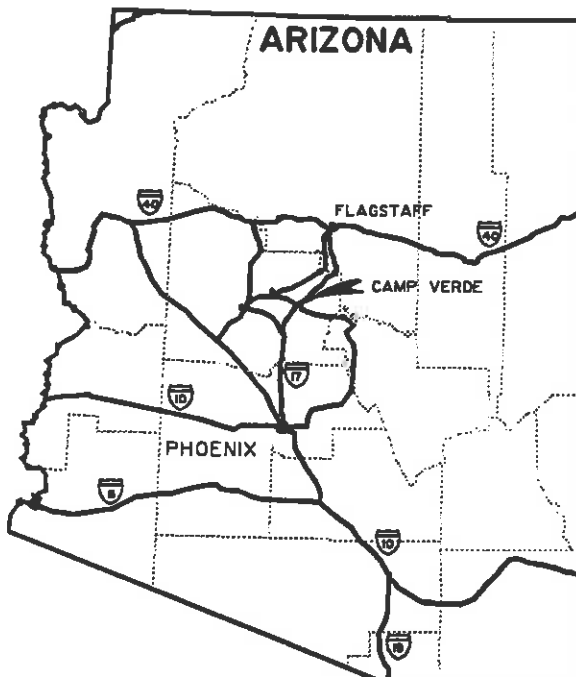
Table 1 presents the proposed land uses of "The Homestead at Camp Verde" Planned Area Development.

TABLE 1 - Proposed Land Use

DESCRIPTION	ACRES	INDEP. VARIABLE
PAD 3-5, Residential (1.35 - 2.20 D.U.'s / acre)	26.2	36 - 57 D.U.'s
PAD 6-8, Residential (2.75 - 4.75 D.U.'s / acre)	15.3	42 - 72 D.U.'s
PAD 7-9, Residential (3.5 - 6.0 D.U.'s / acre)	75.8	265 - 455 D.U.'s
PAD 8-10, Residential (4.75 - 8.0 D.U.'s / acre)	51.3	243 - 410 D.U.'s
Cluster, Residential (1.35 - 2.20 D.U.'s / acre)	5.8	8 - 13 D.U.'s
Apartments (15.0 D.U.'s / acre)	10.8	162
Commercial - Medical Campus	11.5	* 50,000 sq. ft.
Commercial - Retail	28.8	* 125,500 sq. ft.
Church	2.4	* 10,500 sq. ft.
School	10.0	* 43,500 sq. ft.
Parks	7.6	7.60 acres
TOTAL RESIDENTIAL	237.9	783 - 1281 D.U.'s
TOTAL OPEN SPACE	132.0	N/A
RESIDENTIAL COLLECTORS	23.1	N/A
TOTAL PROJECT	393.0	N/A

* - Gross Floor Area assumed at 10% coverage of total parcel.

THE HOMESTEAD AT CAMP VERDE TRAFFIC STUDY



SHEPHARD-WESNITZER, INC.
CONSULTING ENGINEERS
1146 W. Hwy. 89A, Ste. B WEST SEDONA, AZ 86340
PHONE (602) 282-1061

VICINITY MAP

FIGURE 1

SITE PLAN

Figure 2 displays the proposed conceptual site development plan illustrating conceptual driveway and roadway locations, and conceptual size and location of the proposed land uses. SR 260 at the proposed site is a two-lane, two-way, north/south highway with a 100 foot right-of-way and comprises the west boundary of the site. Finnie Flat Road, also currently known as SR 260, is a two-lane, two-way, east/west roadway with a 100 foot right-of-way bounding the southern edge of the site. The eastern boundary lies approximately 3,600 feet east of the SR 260 right-of-way line. The site's northern boundary is approximately 4,000 feet north of the Finnie Flat Road right-of-way line.

The proposed Planned Area Development will have four major points of vehicular access that will provide ingress/egress to the site. Two points of access will be provided on each SR 260 and Finnie Flat Road. Any additional access points will have to abide to ADOT's access management program for SR 260 and Finnie Flat Road. On SR 260, the access points will be at approximately 1,200' and 2,700' north of the proposed realigned intersection of SR 260 and Finnie Flat Road. On Finnie Flat Road, the access points will be at approximately 800' and 2,700' east of the proposed realigned intersection of SR 260 and Finnie Flat Road. One residential collector provides access onto SR 260 and traverses across the property and provides access onto Finnie Flat Road. A traffic circle will be provided approximately halfway to not encourage through traffic and excessive speeds. Local residential streets will link to one of the four residential collector roads. Roadway and right-of-way widths within the PAD will be per Town of Camp Verde standards except as noted herein.

NTS



FIGURE 2

STUDY AREA & EXISTING CONDITIONS

STUDY AREA

The study area for the proposed development is confined to the Town of Camp Verde. The area of significant traffic impacts and the influence area have been estimated based on the size, density, and characteristics of the proposed development. The existing and proposed land uses surrounding the site, as well as the site's accessibility, have been considered in determining the site's study and influence areas.

AREA OF SIGNIFICANT TRAFFIC IMPACT

Due to the proposed development generating 500 to 1,000 peak hour trips during the AM or PM peak hour, it is anticipated that the development will be required to undergo a Category II traffic impact analysis per ADOT's *Traffic Impact Analysis for Proposed Development*. Due to the project's size and location the areas of significant traffic impact may include the development's proposed site access drives and all signalized intersections and/or major unsignalized street intersections within 1/2 mile. Under this criteria, the following intersections would be included:

- ▶ The development's proposed site access drives.
- ▶ The intersection of Finnie Flat Road and 7th Street.
- ▶ The signalized intersection of Finnie Flat Road and Cliffs Parkway.
- ▶ The proposed intersection of Finnie Flat Road and SR 260.
- ▶ The I-17 and SR 260 interchange.

LAND USE

Under present conditions, the property on which the proposed development will be located is vacant and undeveloped. The property is approximately 1 mile west of downtown Camp Verde. Existing developed property in the vicinity of site includes the following. Ranch Acres, a residential subdivision zoned R1L-35, borders the east property line. Southeast of the site lies the Bashas shopping center. South of the site, across Finnie Flat Road exists Groseta Gardens, a

mobile home park. The remainder of the property surrounding the site consists of R1L-70, R1L-175, R1L-35, and commercial zoning. The site is presently zoned R1L-70 and R1L-35. The developer will be seeking a zoning amendment from R1L-35 and R1L-70 to a Planned Area Development. See figure 3, Zoning Map.

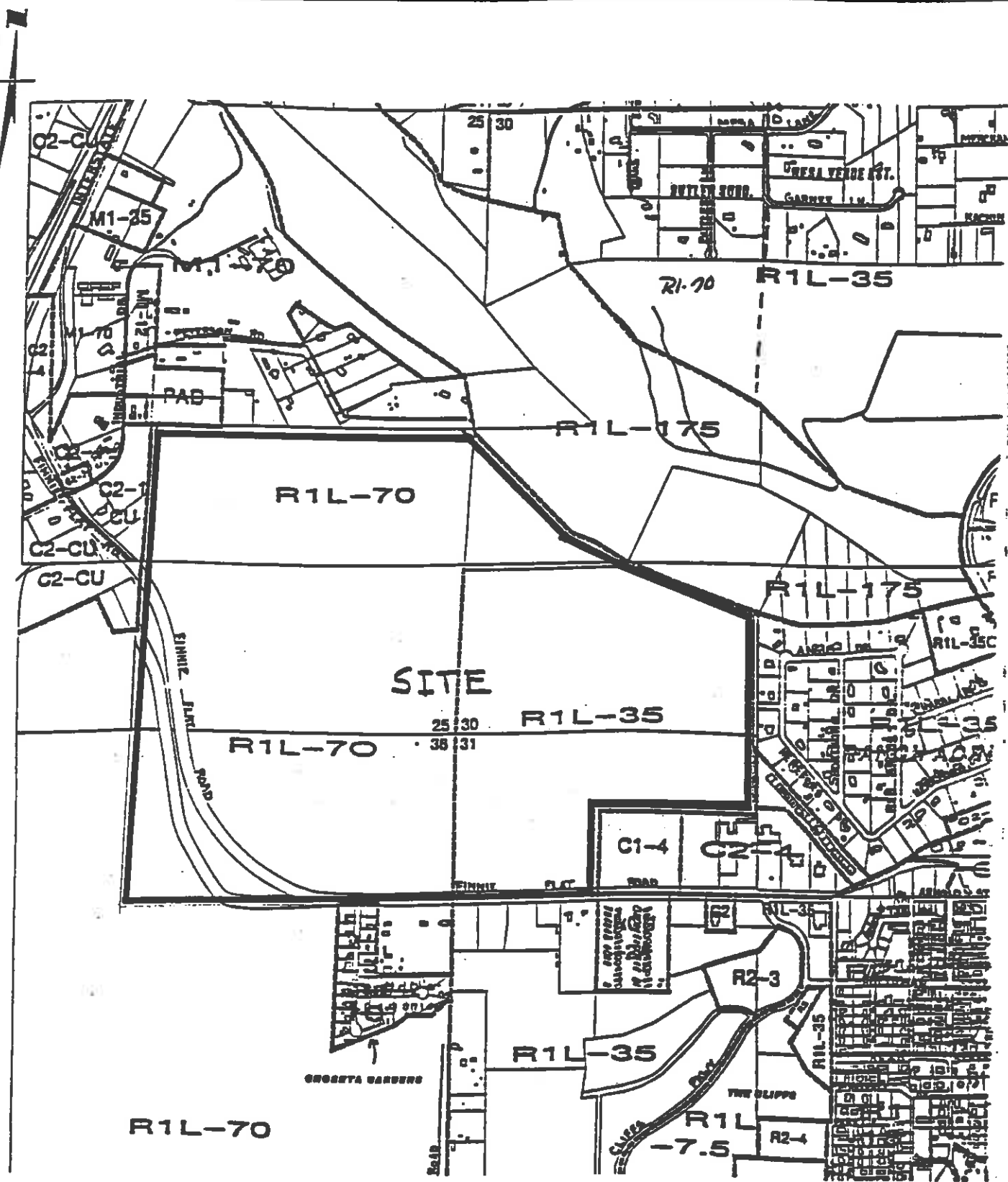
SITE ACCESSIBILITY

The site will be accessible via a minimum of four roadways from SR 260 and Finnie Flat Road. SR 260 in the vicinity of the site is currently a 2-lane, two-way state highway. SR 260 is the major roadway link between Camp Verde, I-17, and Cottonwood to the west and Camp Verde and Payson to the east. According to the SR 260 initial *Location/Design Concept Report, July 1997* (L/DCR) prepared by Sverdrup for ADOT, SR 260 carried 13,000 vehicles per day (vpd) just east of the I-17 interchange and 9,000 vpd in the vicinity of the site in 1995. With the 2.5% growth rate also established in the L/DCR, the present day average daily traffic would be 14,500 vpd and 9,900 vpd east of the I-17 interchange and at the site, respectively. The posted speed limit is 45 miles per hour (mph). Presently there are no sidewalks on either side of SR 260 in the vicinity of this project. ADOT has forecasted and estimated 20,000 vpd east of the I-17 interchange and 15,000 vpd near "The Homestead at Camp Verde" site in the year 2015. ADOT plans to widen SR 260 in the vicinity of the site during the re-alignment.

Finnie Flat Road in the vicinity of the site is a 2-lane, two-way, east/west roadway. The posted speed limit is 45 mph. There are currently no sidewalks on either side of the road. According to the Town of Camp Verde, Finnie Flat Road will be three laned to include a continuous center turn lane. This work is planned to occur concurrently with the proposed re-alignment of SR 260.

The site will be evaluated with the assumption that the "D2-2" alignment is the preferred alternative realignment of SR 260. The D2-2 alternative in the vicinity will be a 5-lane undivided roadway with a continuous center turn lane. The alignment will continue south past Finnie Flat Road where it will merge with General Crook Trail.

THE RANCH AT CAMP VERDE TRAFFIC STUDY



SHEPHARD-WESNITZER, INC.
CONSULTING ENGINEERS
 1146 W. Hwy. 89A, Sta. B WEST SEDONA, AZ 86340
 PHONE (602) 282-1061

PARCEL MAP

FIGURE 3

SAFETY

Existing roadway conditions from a safety perspective is performed by analyzing available accident data. The L/DCR indicated approximately two accidents on SR 260 in the vicinity of the site between June 1990 and May 1995. Based on the L/DCR findings, the existing SR 260 roadway along the site is operating in a safe manner.

Pedestrian activity is expected to increase with the construction of this development. Currently there are no sidewalks or crosswalks along Finnie Flat Road or SR 260.

PROJECTED TRAFFIC

SITE TRAFFIC FORECASTING

A four step process was used to forecast the site traffic. This process involved: 1) estimating the amount of traffic generated by the proposed development; 2) determining the amount of pass-by and on-site interaction traffic ; 3) mode split; and 4) trip distribution.

Trip Generation

The average daily traffic volume, AM and PM peak hour volumes generated by the proposed development have been estimated using trip rates provided by the Institute of Transportation Engineer's (ITE) *Trip Generation, Sixth Edition*. Table 2, summarizes the ITE trip generations for the proposed uses. ITE land use codes *210: Single-Family Detached Housing, 220: Apartment Complex, 820: Shopping Center, 720: Medical Campus, 560: Church, 520: Elementary School, and 411: Recreational Park* were used in determining the trips generated by this development.

Pass-By Traffic & Site Interaction

Pass-by-traffic (traffic already on the adjacent streets entering the development) will provide a percentage of the development traffic. For this development, a 45% factor was used for pass-by-traffic utilizing the commercial areas of the site. ITE data of several comparably sized retail centers, as published in the *Trip Generation* manual, was used in deriving the pass-by-traffic percentage. Pass-by trips will account for an expected 4,51 daily trips with 207 AM and 475 PM peak hour trips at build-out.

On-site interaction traffic (traffic already on-site sharing uses) can also provide a percentage of the development traffic. An analysis of ITE Mixed-Use projects published in the *Trip Generation* manual indicated that a 30% reduction for site interaction is reasonable for this type of project and its location. Site interaction will satisfy an expected 6,438 daily trips with 373 AM and 638 PM peak hour trips at build-out.

TABLE 2 - TRIP GENERATION

LAND USE	ITE CODE	VARIABLE	TIME PERIOD	EQUATION	% ENTERING	TOTAL AM TOTAL	AM In	AM out	PM TOTAL	PM In	PM out
PAD 3-5 Variable = Dwelling Units	210	57	Weekday AM peak PM peak	$\ln(T) = .921\ln(X)+2.707$ $\ln(T) = .700\ln(X)+9.477$ $\ln(T) = .901\ln(X)+.527$	50% 25% 64%	621	50	13 37	65	42	23
PAD 6-8 Variable = Dwelling Units	210	72	Weekday AM peak PM peak	$\ln(T) = .921\ln(X)+2.707$ $\ln(T) = .700\ln(X)+9.477$ $\ln(T) = .901\ln(X)+.527$	50% 25% 64%	770	61	15 46	80	51	29
PAD 7-9 Variable = Dwelling Units	210	455	Weekday AM peak PM peak	$\ln(T) = .921\ln(X)+2.707$ $\ln(T) = .700\ln(X)+9.477$ $\ln(T) = .901\ln(X)+.527$	50% 25% 64%	4204	300	75 225	420	269	151
PAD 8-10 Variable = Dwelling Units	210	410	Weekday AM peak PM peak	$\ln(T) = .921\ln(X)+2.707$ $\ln(T) = .700\ln(X)+9.477$ $\ln(T) = .901\ln(X)+.527$	50% 25% 64%	3820	274	69 205	383	245	138
Cluster Variable = Dwelling Units	210	13	Weekday AM peak PM peak	$\ln(T) = .921\ln(X)+2.707$ $\ln(T) = .700\ln(X)+9.477$ $\ln(T) = .901\ln(X)+.527$	50% 25% 64%	159	14	4 10	17	11	6
Apartment Variable = Dwelling Units	220	162	Weekday AM peak PM peak	$T = 5.994(X)+134.114$ $T = .497(X)+3.238$ $T = .541(X)+18.743$	50% 16% 67%	1105	84	13 71	106	71	35
COMMERCIAL Variable = Gross leasable Area	820	125.5	Weekday AM peak PM peak	$\ln(T) = .643\ln(X)+5.866$ $\ln(T) = .596\ln(X)+2.329$ $\ln(T) = .660\ln(X)+3.403$	50% 61% 48%	7889	183	112 71	729	350	379
Medical Campus Variable = Gross Floor Area	720	50	Weekday AM peak PM peak	$T = 40.892(X)+214.970$ $T = 2.43(X)$ $T = 3.66(X)$	50% 80% 27%	2260	122	98 24	183	49	134
Church Variable = Gross Floor Area	560	10.5	Weekday AM peak PM peak	$T = 9.11(X)$ $T = .72(X)$ $T = .66(X)$	50% 54% 54%	96	8	4 4	7	4	3
School Variable = Gross leasable Area	520	43.5	Weekday AM peak PM peak	$T = 12.03(X)$ $T = 3.36(X)$ $T = 3.12(X)$	50% 61% 26%	523	148	89 57	136	35	101
Park Variable = Acres	411	7.6	Weekday AM peak PM peak	$T = 1.59(X)$ $T = .05*Weekday$ $T = .07*Weekday$	50% 72% 35%	12	1	1 0	1	0	1

NOTE: 1.) Site Interaction assumed at 30%.

2.) Commercial, Medical Campus, Church, and School trip generations assumed at a 10% coverage of parcel

3.) Pass-by traffic from commercial land uses assumed at 45%.

4.) All tracts assumed at maximum density.

TOTAL (gross) =	21459	1243	493	750	2127	1127	1000
site interaction =	-6438	-373	-148	-225	-638	-338	-300
NET - TOTAL =	15021	870	345	525	1489	789	700
Commercial pass-by =	-4851	-207	-137	-70	-475	-197	-278
NEW TRIPS =	10170	663	208	455	1014	592	422

ITE Code

- 210: Single Family Detached Housing
- 220: Apartment Complex
- 820: Shopping Center
- 411: Recreational Park
- 720: Medical Campus
- 560: Church
- 520: Elementary School
- 411: Park

Including the reduction due to pass-by trips and site interaction, "The Homestead at Camp Verde" will generate an approximate 10,170 new daily trips including 663 and 1,014 AM and PM hour trips, respectively.

Mode Split

Pedestrian and equestrian access to the development will be encouraged. Greenbelt / open space areas will be provided throughout the project. Trails constructed adjacent to the Verde Ditch for equestrian and pedestrian use will lead to the proposed parks throughout the site.. ADOT and the Town of Camp Verde are proposing sidewalks for the new cross sections of SR 260 and Finnie Flat Road therefore encouraging alternate means of transportation. At present, a public transit system does not exist in the Town of Camp Verde.

Trip Distribution

Factors relating to the distribution of the estimated traffic volumes are based on Camp Verde being the point of origination or destination for the majority of trips. The conceptual distribution of the site trips is presented in Table 3.

Table 3
Site Distribution

Approach Route	Percent of Total Site Traffic
To/from the east via SR 260	60
To/from the west via SR 260	40

NON-SITE TRAFFIC FORECASTING

The non-site or background traffic volumes representing the amount of traffic which will be on the area roadway network without the proposed development will be projected to the horizon year. The previously established yearly 2.5% growth rate, will be used to forecast the background traffic. ADOT has forecasted and estimated 20,000 vpd east of the I-17 interchange and 15,000 vpd near "The Homestead at Camp Verde" site in the year 2015.

TRAFFIC AND IMPROVEMENT ANALYSIS

The estimated effects of the projected traffic on the traffic network within the area of significant traffic impacts were analyzed. Anticipated conceptual roadway improvements were identified.

CONCEPTUAL ROADWAY IMPROVEMENTS

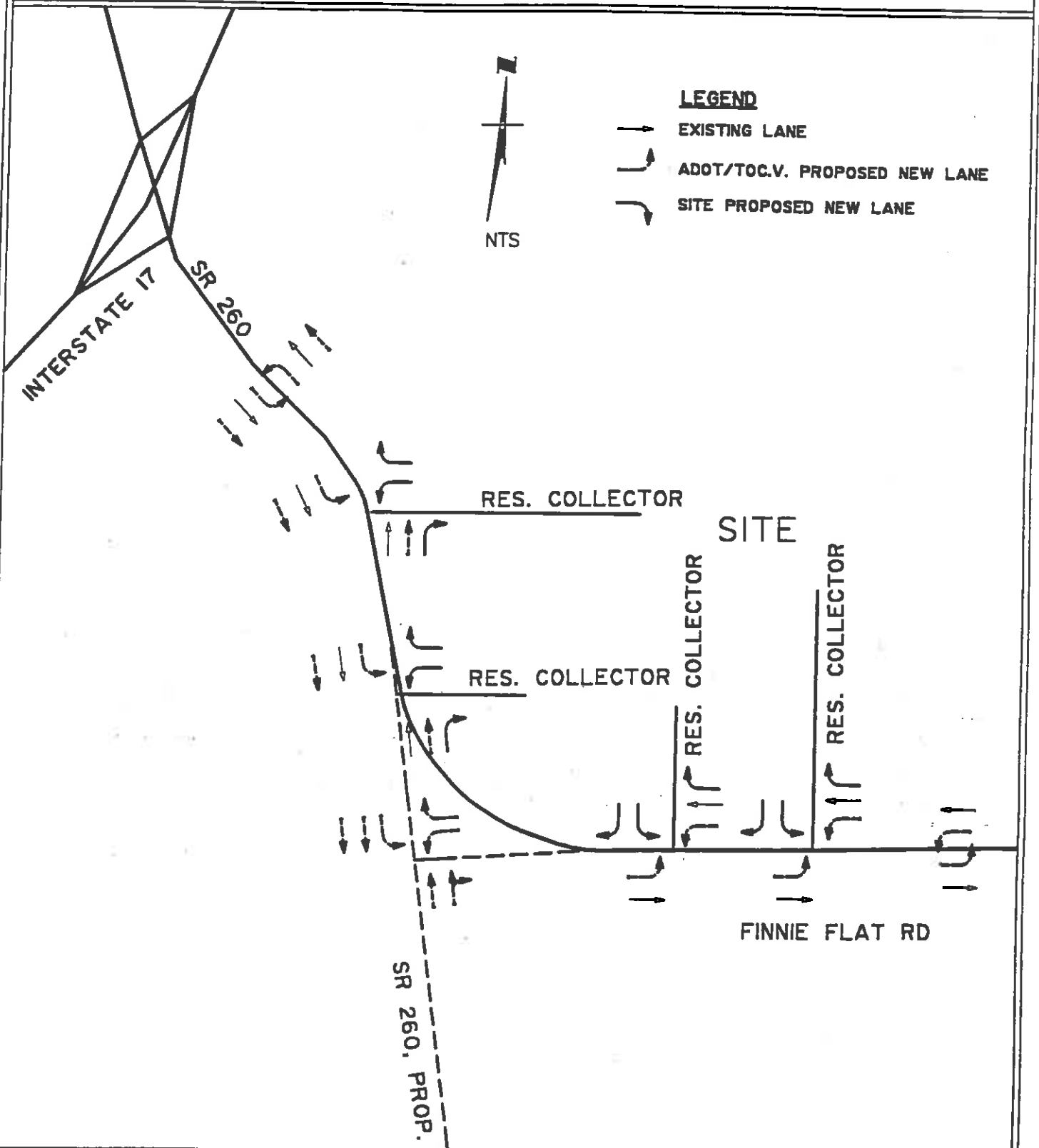
The following briefly describe the roadway improvements proposed on the existing network.

With the assumption that SR 260 and Finnie Flat Road will have been improved to a five lane and a three lane section, respectively, exclusive left turn lanes will need to be delineated at each intersection. The following are possible recommended improvements to mitigate potential traffic impacts within the vicinity of the development:

- ▶ Right turn deceleration lanes on westbound Finnie Flat Road at the proposed access points. Exclusive (on-site) southbound right and left turn lanes are probable.
- ▶ At the intersections of SR 260 and the proposed residential collectors improvements may consist of northbound right turn lanes on SR 260. Exclusive (on-site) westbound right and left turn lanes are probable on the residential collector.
- ▶ Residential collectors within the project will be 32' wide per the Town of Camp Verde code.
- ▶ Local residential streets shall be 24' wide per the Town of Camp Verde code.
- ▶ Very low density local residential streets shall be 22' wide.

Figure 5 displays proposed ADOT and Town of Camp Verde improvements along with conceptual improvements to mitigate possible impacts brought on by the development of "The Homestead at Camp Verde".

THE HOMESTEAD AT CAMP VERDE TRAFFIC STUDY



SHEPHARD-WESNITZER, INC.
 CONSULTING ENGINEERS
 1146 W. Hwy. 89A, Ste. B WEST SEDONA, AZ 86340
 PHONE (602) 282-1061

CONCEPTUAL
 IMPROVEMENTS

FIGURE 4

SIGNAL WARRANT ANALYSIS

A signal warrant analysis may be required at the two major intersections created by the residential collector traversing the site and providing access onto SR 260 and Finnie Flat Road. The warrant analysis would be completed per the *Manual on Uniform Traffic Control Devices* (MUTCD).

SITE ACCESS

The access roadways for the proposed PAD will be analyzed with regard to traffic operations and safety. The anticipated traffic operations of each access will be evaluated. Sight distances should be acceptable with proper location of project access points.

PEDESTRIAN CONSIDERATIONS

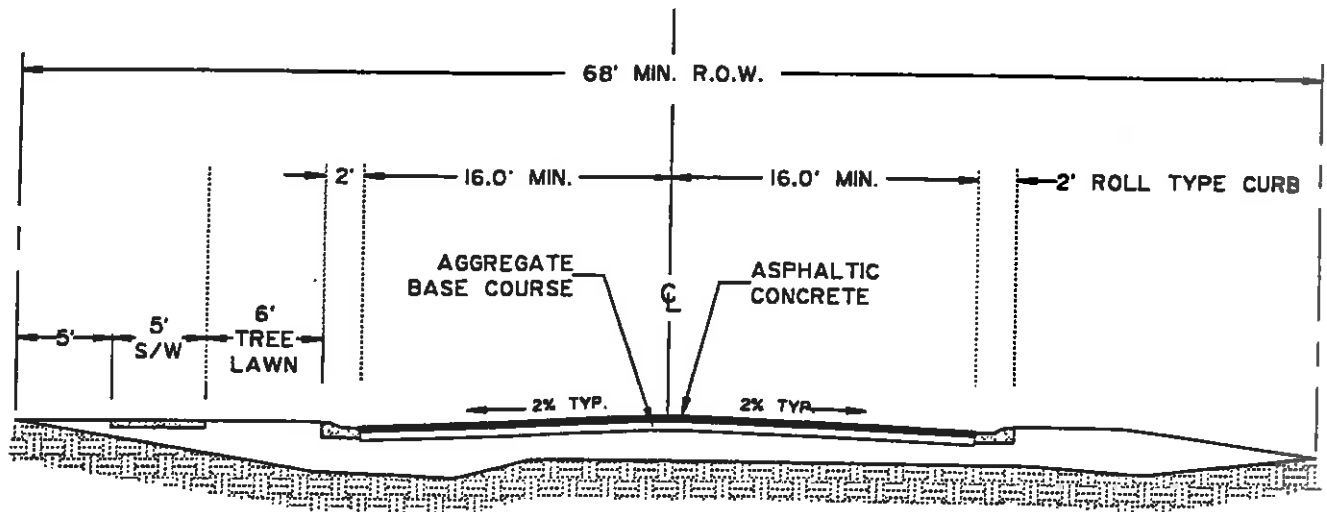
With the opening of this development, pedestrian activity is expected to increase in the vicinity. Sidewalks are currently proposed on SR 260 and Finnie Flat Road with the re-alignment of SR 260. Due to the anticipated increase in pedestrian and equestrian activity in the vicinity, sidewalk / walkway and trail networks will be provided throughout the development providing pedestrian access to a 7.4 acre neighborhood park proposed at the north side of the project.

CONCLUSION

The proposed 393 acre Planned Area Development known as "The Homestead at Camp Verde" will be located on the northeast corner of the proposed SR 260 and Finnie Flat Road intersection. The 10,114 trips the proposed development is expected to generate can be supported by the proposed roadway network if the conceptual recommendations outlined in this report are adhered to. With the proposed realignment of SR 260, Finnie Flat Road traffic is projected to decrease by approximately 45 to 65% according to the *SR 260 Initial Location/Design Concept Report*. SR 260 is proposed as a 5-lane arterial including a continuous center turn lane. Finnie Flat Road is proposed as a 3-lane roadway including a continuous center turn lane. With the proposed five lane cross section on SR 260 and three-lane cross section on Finnie Flat Road, it is anticipated SR 260 and Finnie Flat Road will have the available capacity to support the additional traffic generated by "The Homestead at Camp Verde".

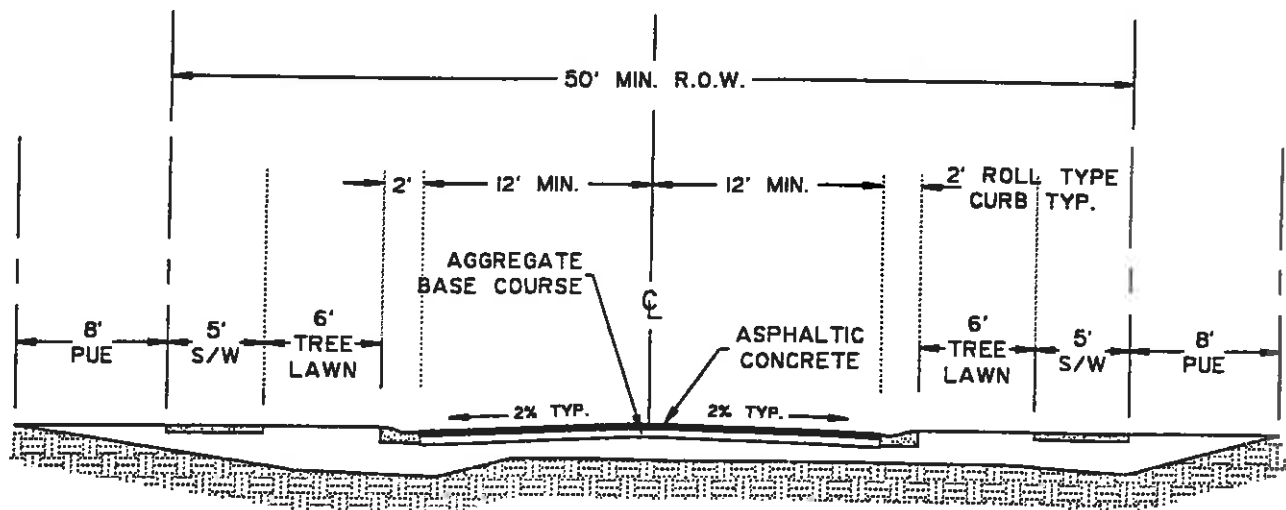
Figure 6 displays typical cross sections for internal circulation within the project.

THE HOMESTEAD AT CAMP VERDE TRAFFIC STUDY



RESIDENTIAL COLLECTOR - TYPICAL

N.T.S.



RESIDENTIAL STREET - TYPICAL

N.T.S.

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CONSULTING ENGINEERS
 1146 W. Hwy. 89A, Sta. B WEST SEDONA, AZ 86340
 PHONE (602) 282-1061

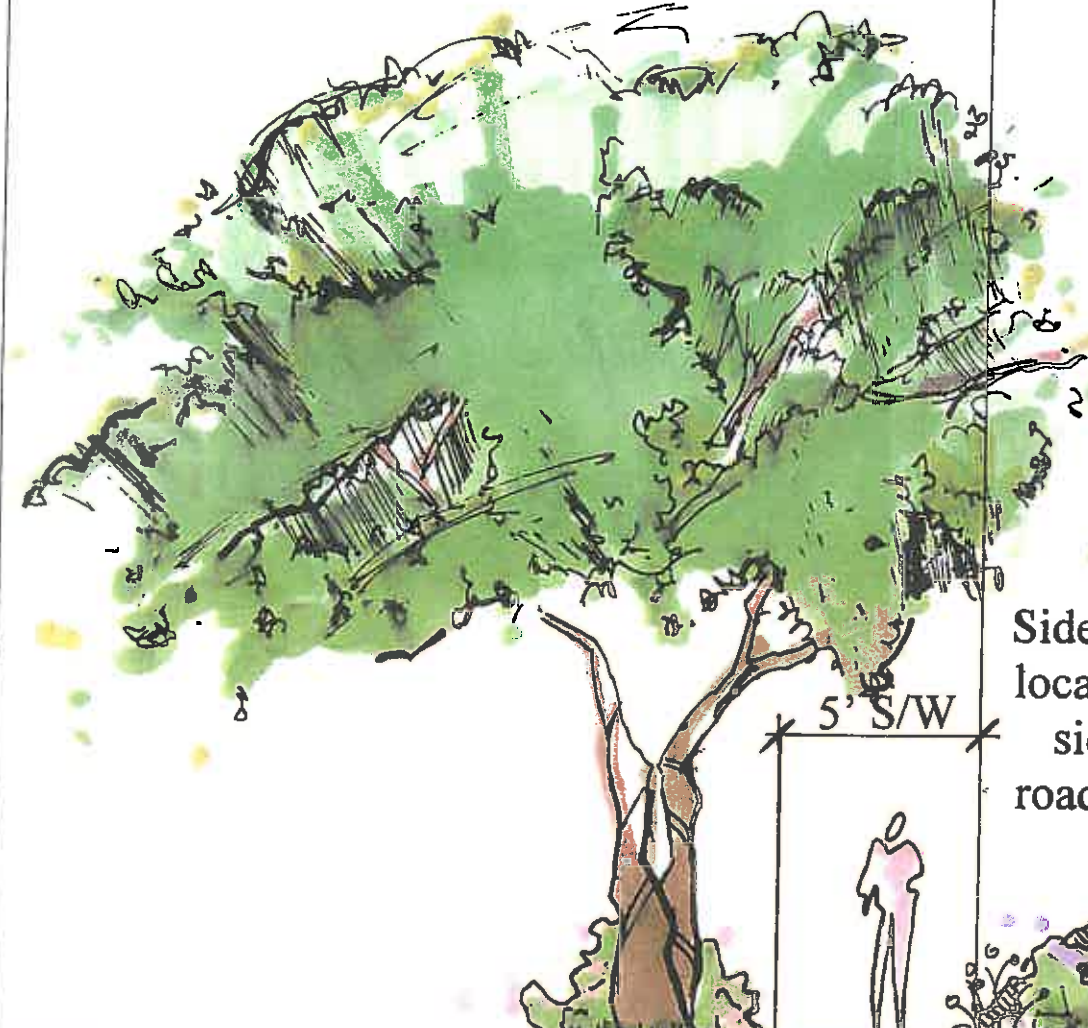
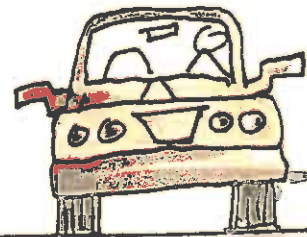
**STANDARD STREET
 CROSS SECTIONS**

FIGURE 4

50' R.O.W.

11' PLANTER

14' (C to BC)



Sidewalk to be located on one side of the roadway only.

5' S/W

Exhibit L-2

Street Cross-Section: 50' R.O.W. (Illustrative)

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



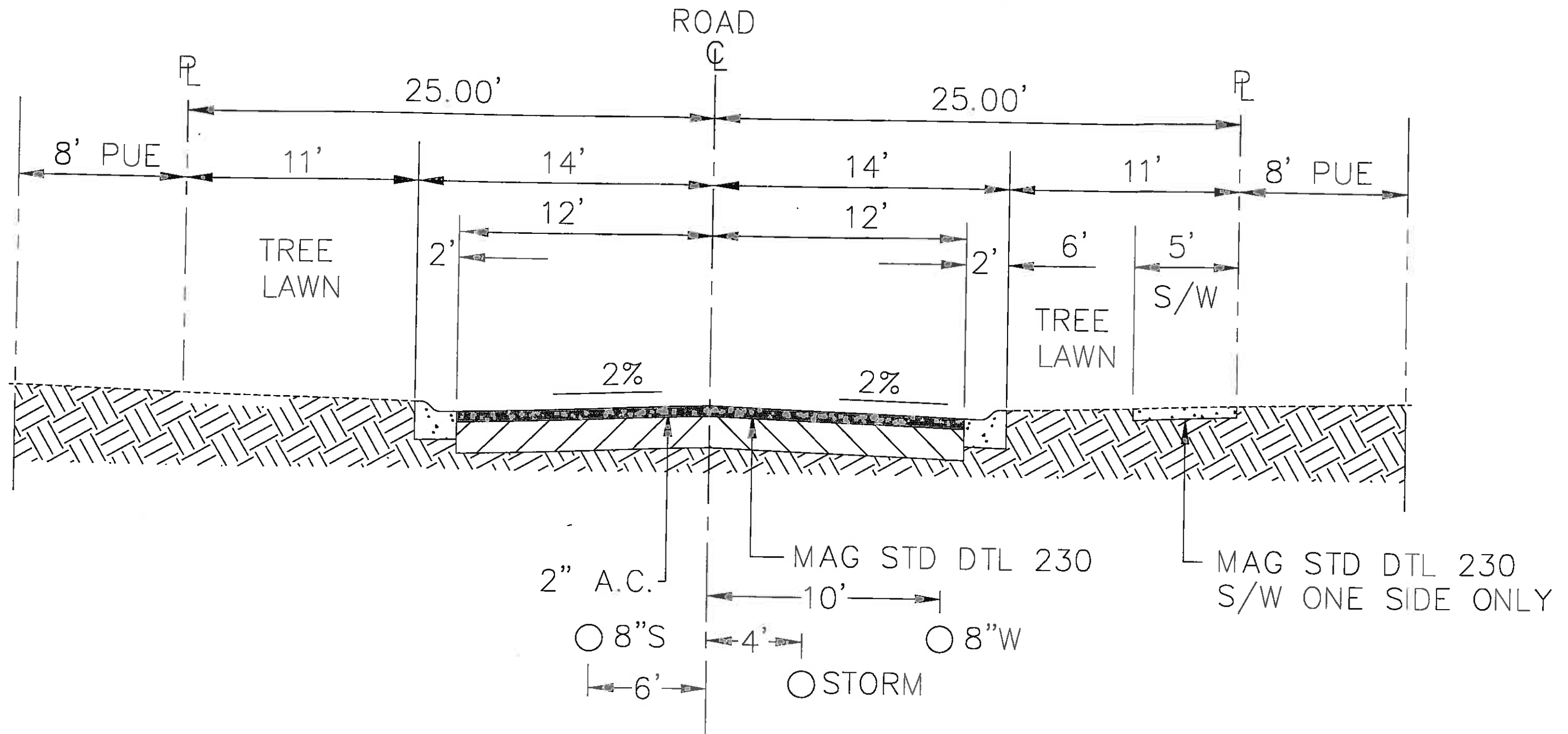


Exhibit L-3

Street Cross-Section: 50' R.O.W. (Engineered)

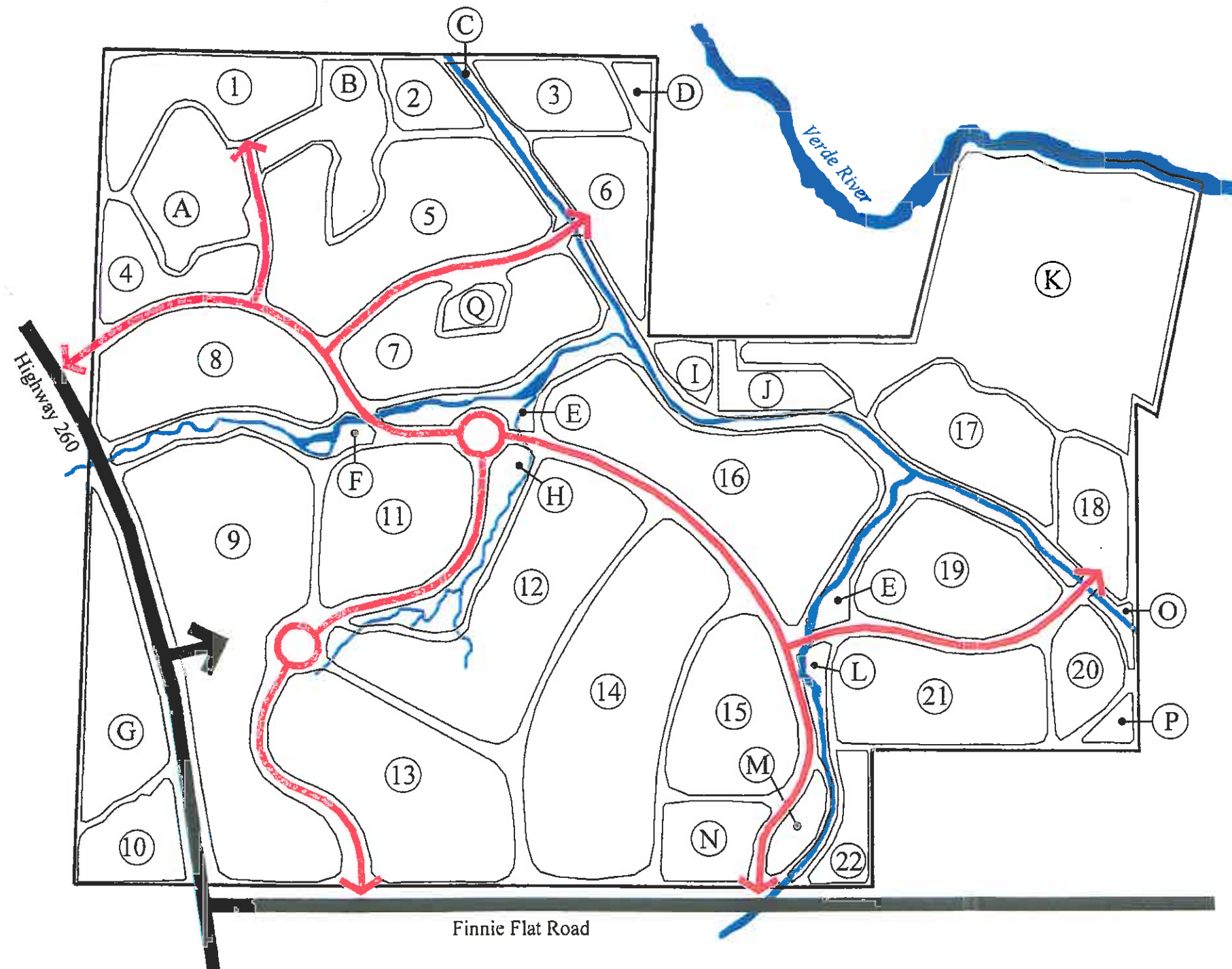
The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.





Legend

 Interior Backbone Arterial Streets

(X) Parcel Description

Note: Refer to Exhibit C-1, Proposed Land Use Plan for additional information on the proposed land use of the site.

Circulation within each Parcel shall be determined prior to the filing of the preliminary plat for each area.

Exhibit L-4

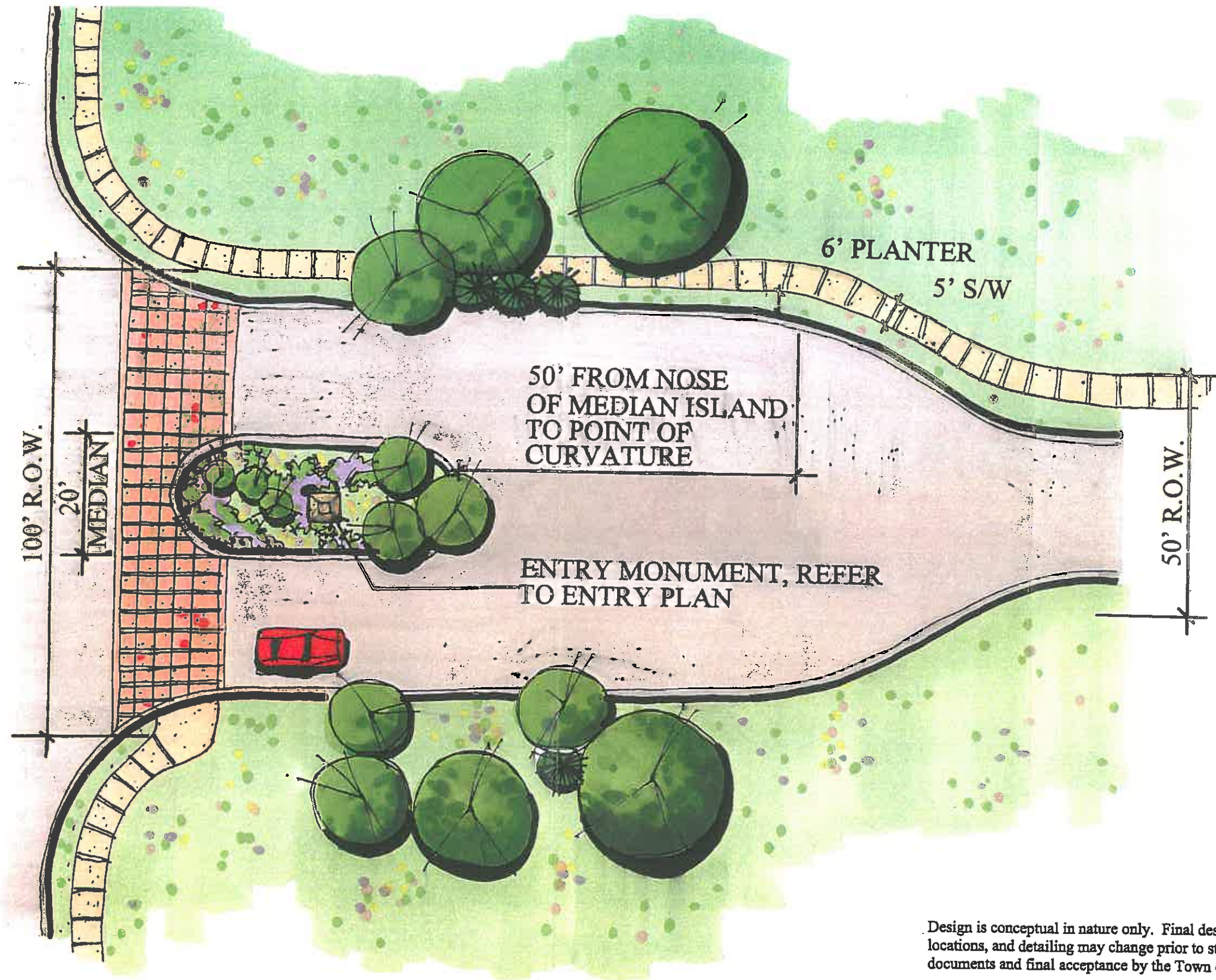
Vehicular Circulation Plan

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 Phoenix, AZ 85016

Design is conceptual in nature only. Final design, sizes, classifications, and locations may change prior to the filing of the preliminary plat and acceptance by the Town of Camp Verde.





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Exhibit L-5

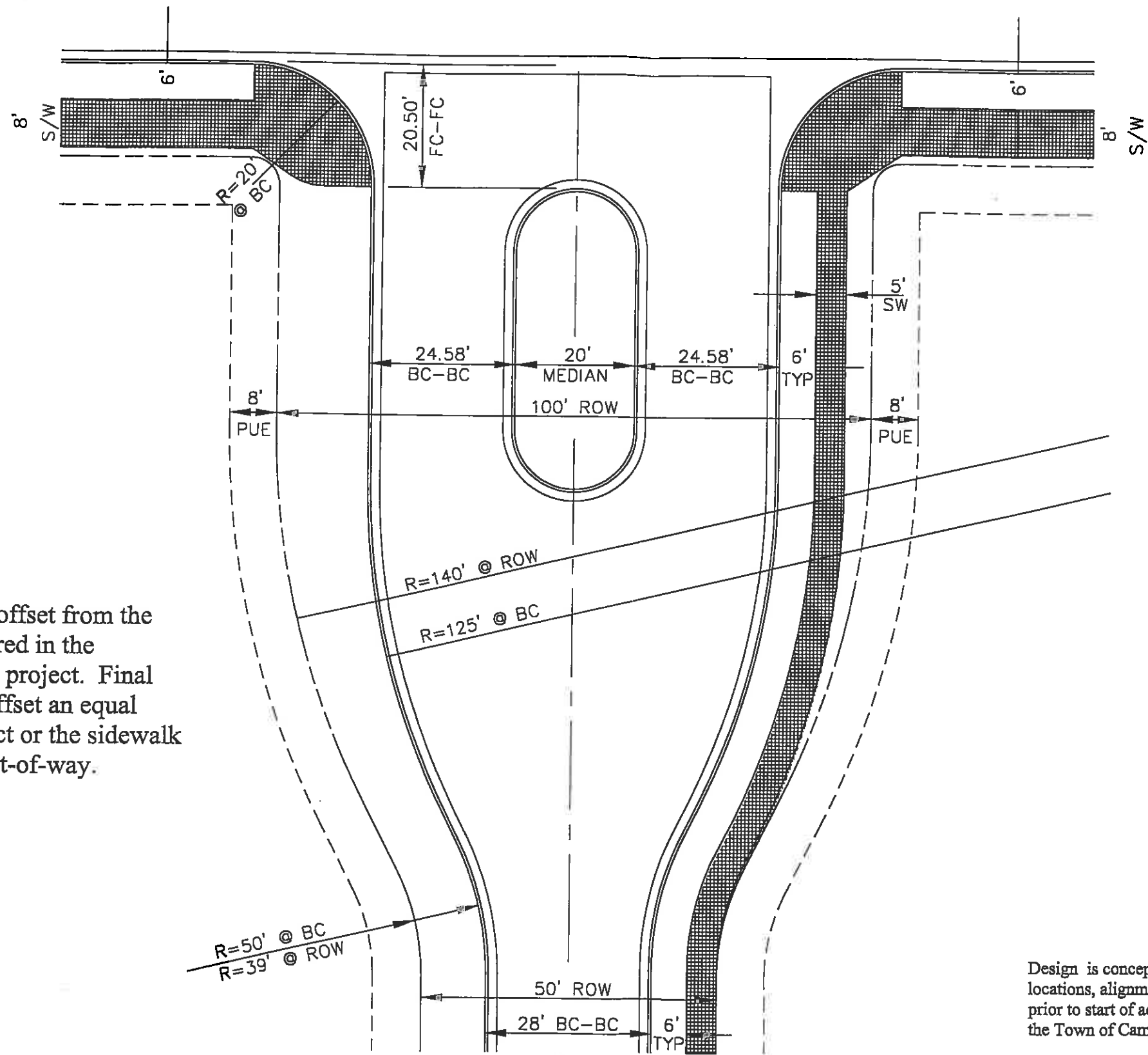
Main Entry Island Plan - Illustrative

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016





NOTE:

Final sidewalk locations and offset from the back of curb shall be considered in the Preliminary Plat phase of this project. Final sidewalk alignment may be offset an equal distance throughout the project or the sidewalk may meander within the Right-of-way.

Exhibit L-5

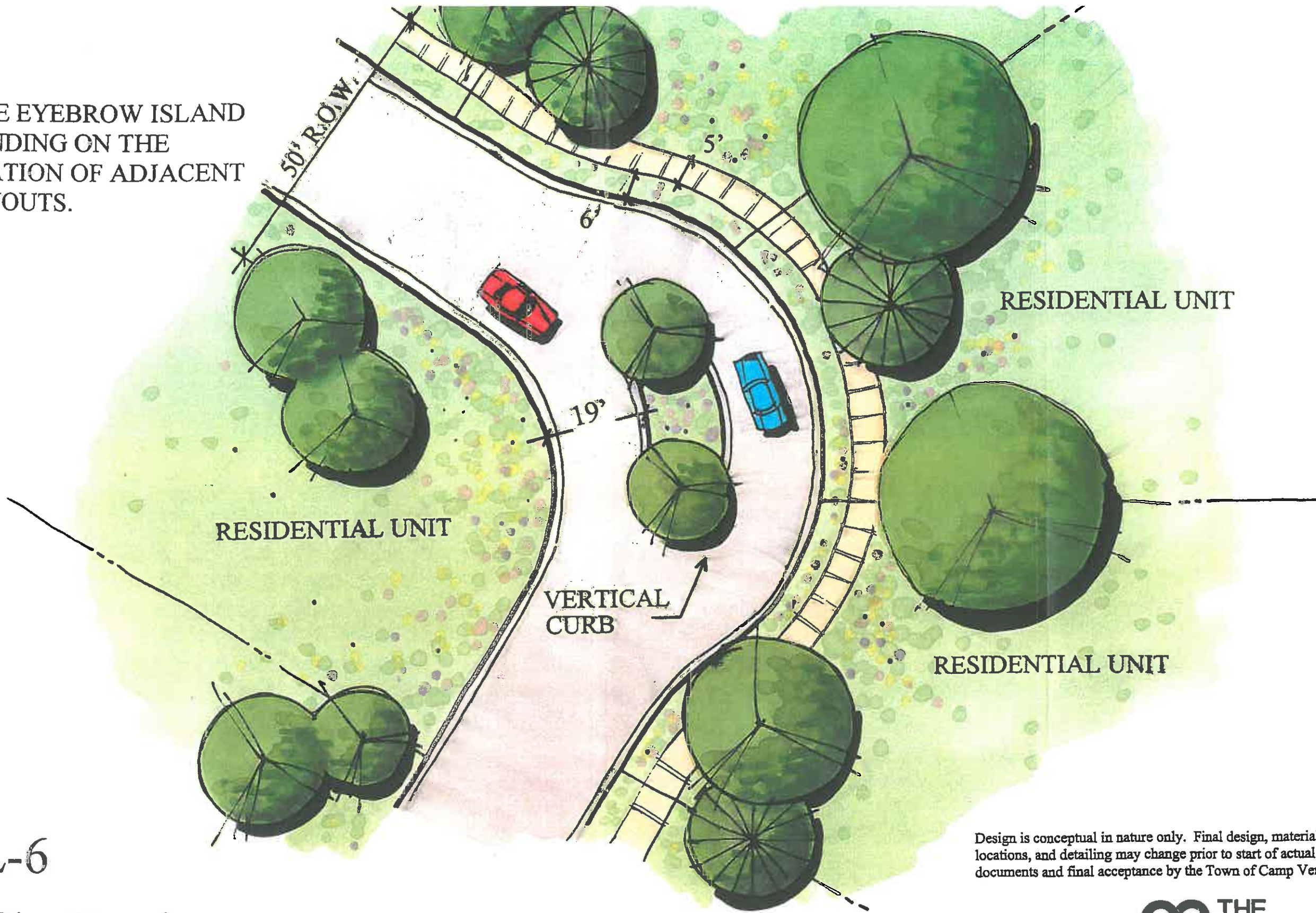
Main Entry Island Plan - Engineered
The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, alignment, offsets, geometrics, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



THE WIDTH OF THE EYEBROW ISLAND
WILL VARY DEPENDING ON THE
FINAL CONFIGURATION OF ADJACENT
STREETS AND LAYOUTS.



Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.

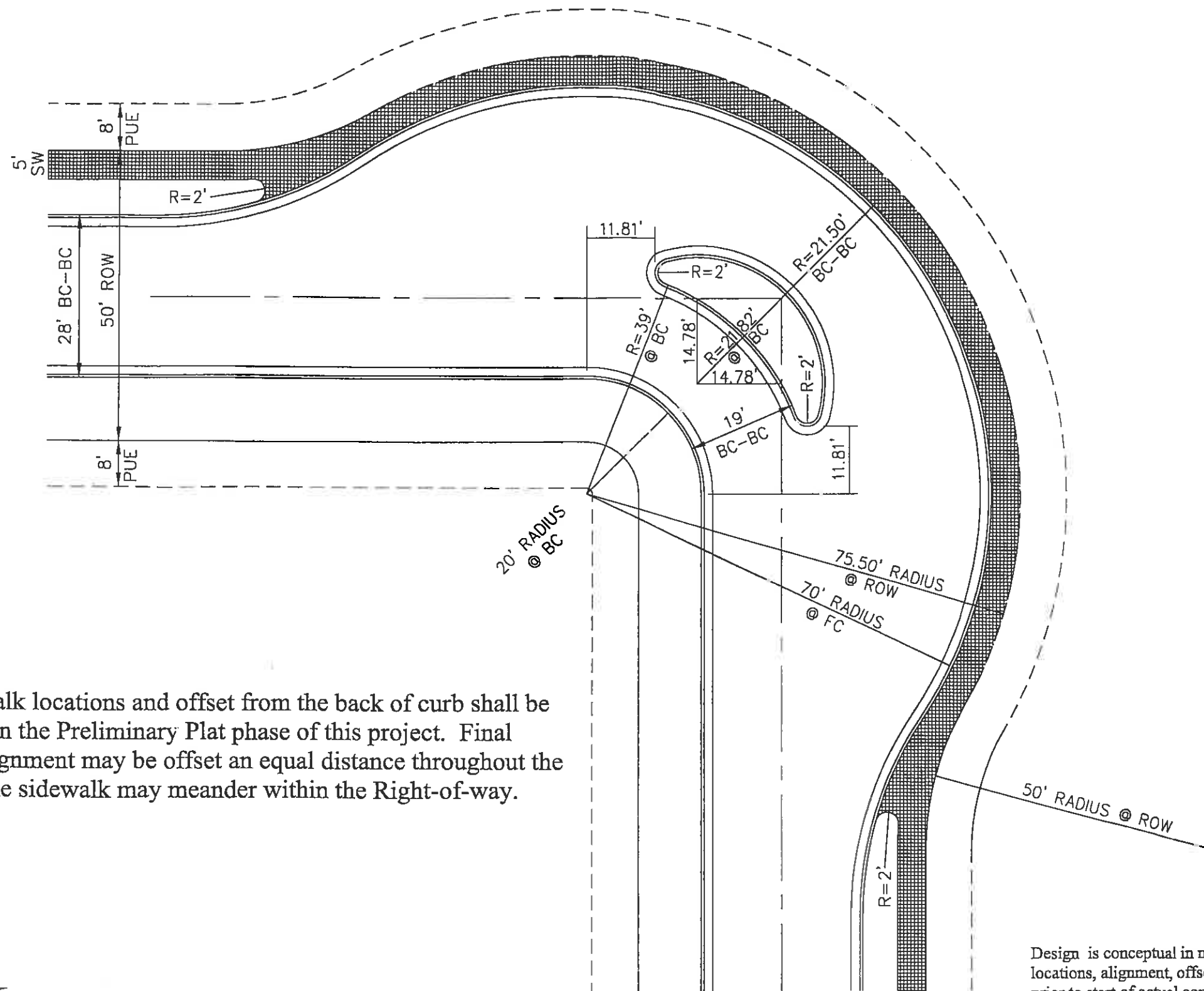
Exhibit L-6

Eyebrow Island Plan - Illustrative

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016





NOTE:

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Exhibit L-6

Eyebrow Island Plan - Engineered

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016



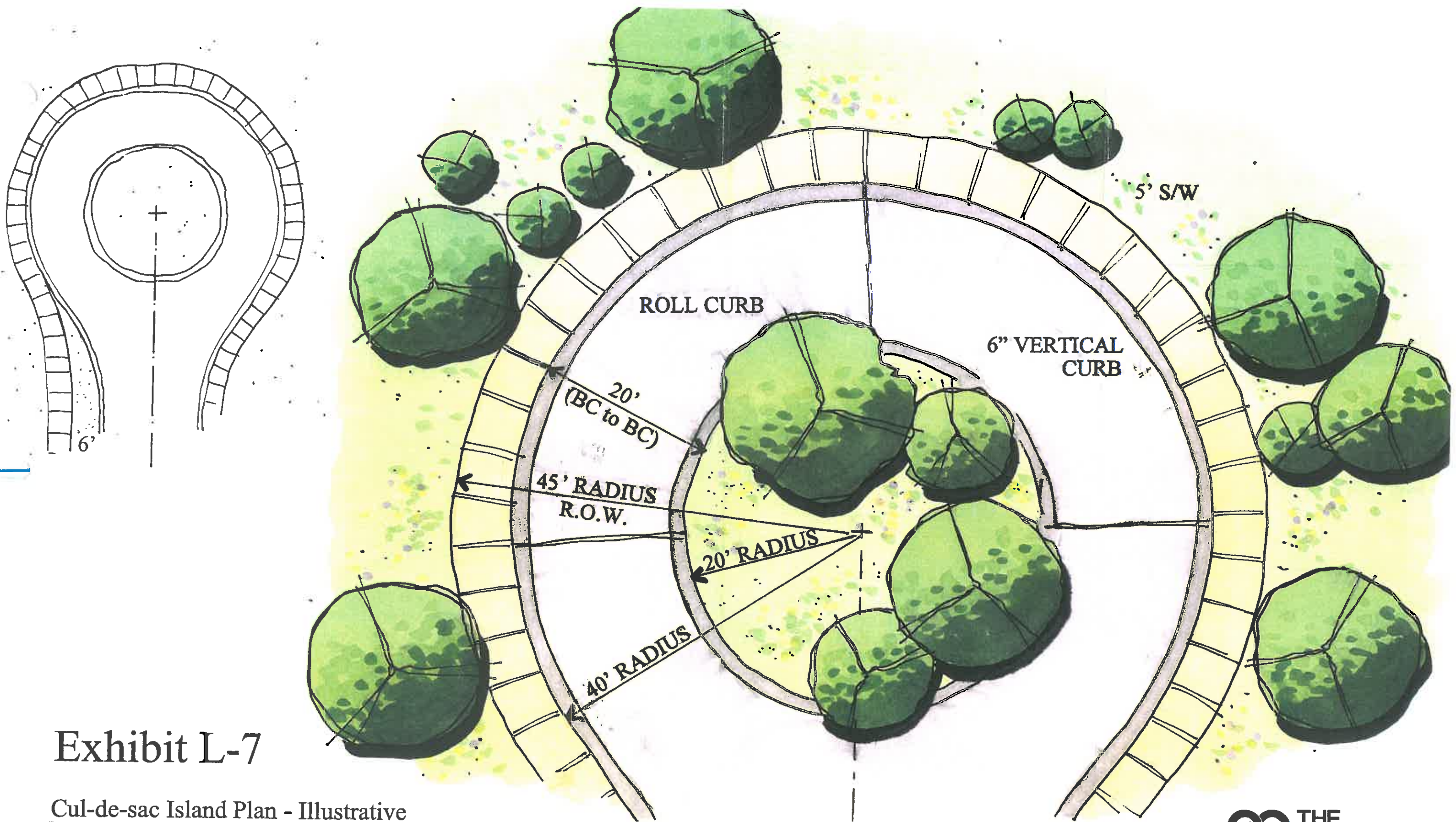


Exhibit L-7

Cul-de-sac Island Plan - Illustrative

The Homestead at Camp Verde • Camp Verde, Arizona

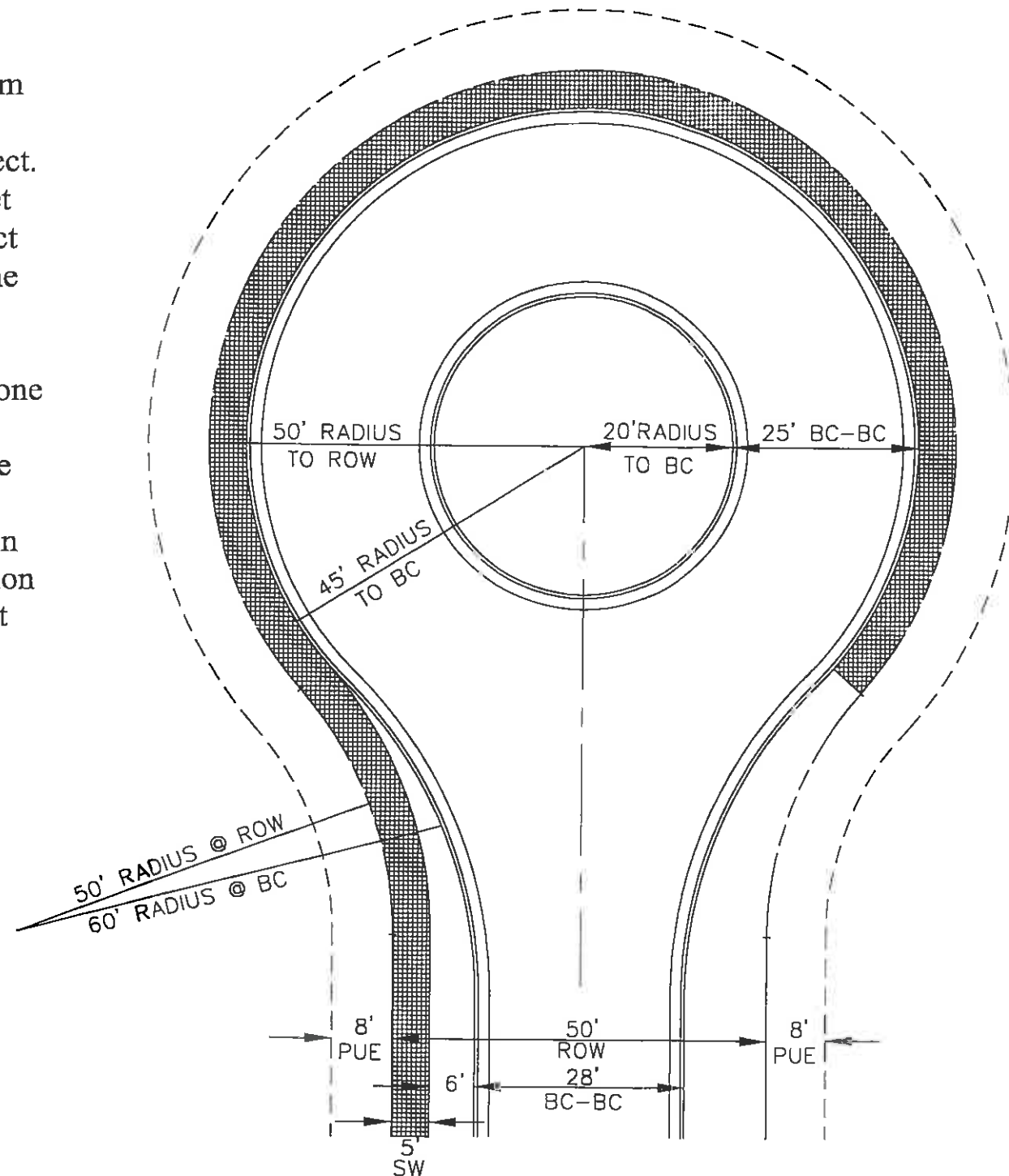
Harvard Investments, Inc.
 2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016



NOTE:

Final sidewalk locations and offset from the back of curb shall be considered in the Preliminary Plat phase of this project. Final sidewalk alignment may be offset an equal distance throughout the project or the sidewalk may meander within the Right-of-way.

On all streets the sidewalk shall be on one side of the roadway only. Within the cul-de-sacs the sidewalk will follow the radius of the roadway all of the way around the cul-de-sac and will transition back to a one sided sidewalk at a location to be considered in the Preliminary Plat phase of the project.



Design is conceptual in nature only. Final design, materials, sizes, locations, alignment, offsets, geometrics, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.

Exhibit L-7

Cul-de-sac Island Plan - Engineered

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016





Exhibit L-8

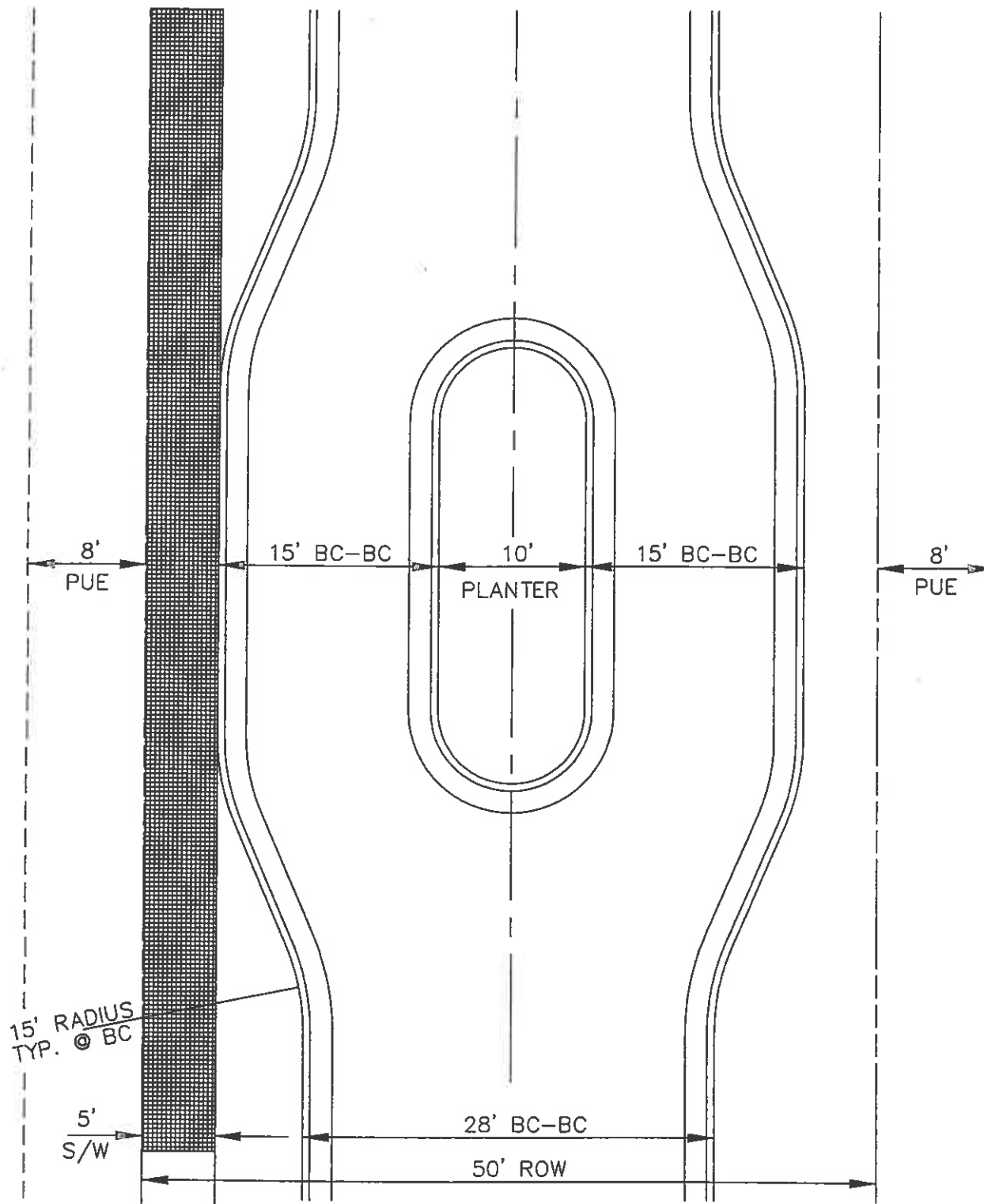
Street Island Plan - Illustrative

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.
 2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

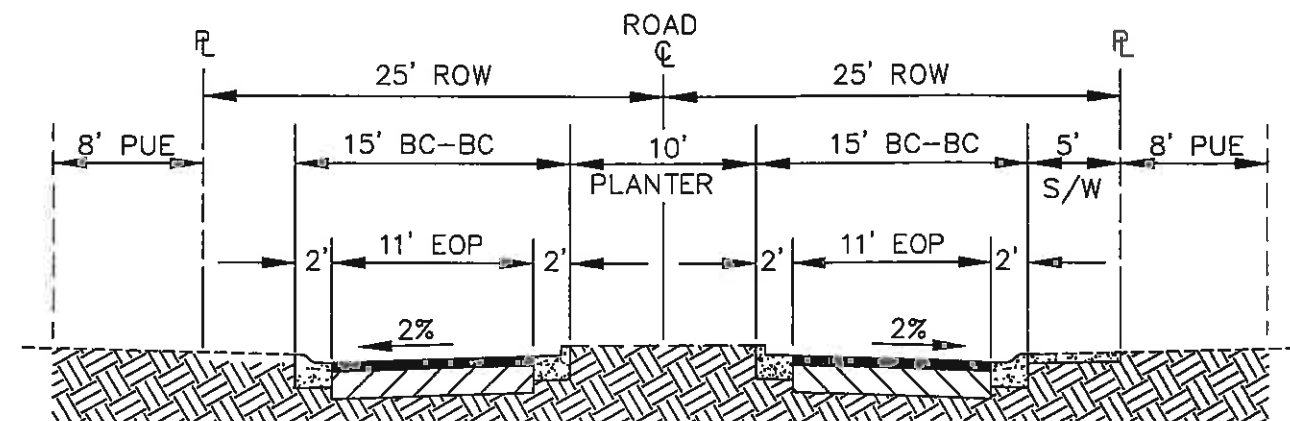
Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.





NOTE:

Final sidewalk locations and offset from the back of curb shall be considered in the Preliminary Plat phase of this project. Final sidewalk alignment may be offset an equal distance throughout the project or the sidewalk may meander within the Right-of-way.



Design is conceptual in nature only. Final design, materials, sizes, locations, alignment, offsets, geometrics, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.

Exhibit L-8

Street Island Plan & Section - Engineered

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016



Camp Verde Water System

P.O. BOX 340

499 SOUTH 6th STREET

CAMP VERDE, AZ 86322

(520) 567-5281

January 27, 1999

Harvard Investments
2425 E. Camelback, Suite 900
Phoenix, AZ 85016

Attn: Doug Zuber

RE: The Ranch at Camp Verde

Dear Mr. Zuber:

This letter will confirm our commitment to serve your property. The Ranch at Camp Verde. We understand this area is the old Webb Property and possibly some additional areas adjacent to it.

This area is in our Certificate of Convenience and Necessity (CC&N) issued by the Arizona Corporation Commission (ACC). We are regulated by the ACC and are required to follow their Rules and Regulations. All Agreements and expansions must be approved by the ACC. We will need to enter into an Advance-In-Aid of Construction Agreement to install mains, services, fire hydrants and other infrastructure.

Our Advance-In-Aid of Construction Agreements require us to collect the infrastructure fees up front and repay the Advance for refundable fees over a ten (10) year period, based on the revenue collected for this development. The refund is ten percent (10%) of the revenue collected for ten years. Any balance remaining after ten years becomes a contribution to our company. We are required to serve those developments located within our CC&N that request service.

We look forward to working with you and serving you as your project develops. If you have any questions or need additional information, please call me at the above number.

Sincerely,



Stanley Bullard
Vice-President
Camp Verde Water System

EXHIBIT M

RESOLUTION NO. 1999-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMP VERDE SANITARY DISTRICT UPDATING RESOLUTION NO. 1998-1 AND RESOLUTION 1998-2, AGREEING TO PROVIDE SANITARY SEWER SERVICE TO CERTAIN PROPERTIES BEING PURCHASED BY HARVARD INVESTMENTS, KNOWN AS THE "WEBB PROPERTIES" LOCATED ON FINNIE FLAT ROAD, CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, The Camp Verde Sanitary District, (hereinafter referred to as the District), has adopted Resolution 1998-1 agreeing to provide sanitary sewer service to certain properties being purchased by Harvard Investments known as the "Webb Properties", and

WHEREAS, Resolution 1998-2 was passed modifying the time table for the sewer expansion project, and

WHEREAS, The time table for the sewer expansion project has changed since Resolutions 1998-1 and 1998-2 were adopted, and

WHEREAS, Both the District and Harvard Investments desire to modify the dates within the Resolutions to more fairly represent the present time table for the expansion project, therefore

BE IT RESOLVED that the Board of Directors of the District agree to modify Resolutions 1998-1 and 1998-2 to provide interim sanitary service of 50,000 gallons per day capacity from existing facilities to the "Webb Properties" with an availability date of September 1, 2000 and to provide a capacity of 100,000 gallons per day beginning September 1, 2001 and any additional capacity allocated to the "Webb Properties" beginning September 1, 2002, as well as changing the date for the formation of the Improvement District to, on or before January 1, 2000. All other aspects of Resolutions 1998-1 and 1998-2 shall remain the same.

Adopted this 27th day of January, 1999 by a vote of 4 ayes and 0 nays.

Donna England
Donna England, Chairman

Attest: Margie Johnson, Clerk

EXHIBIT N

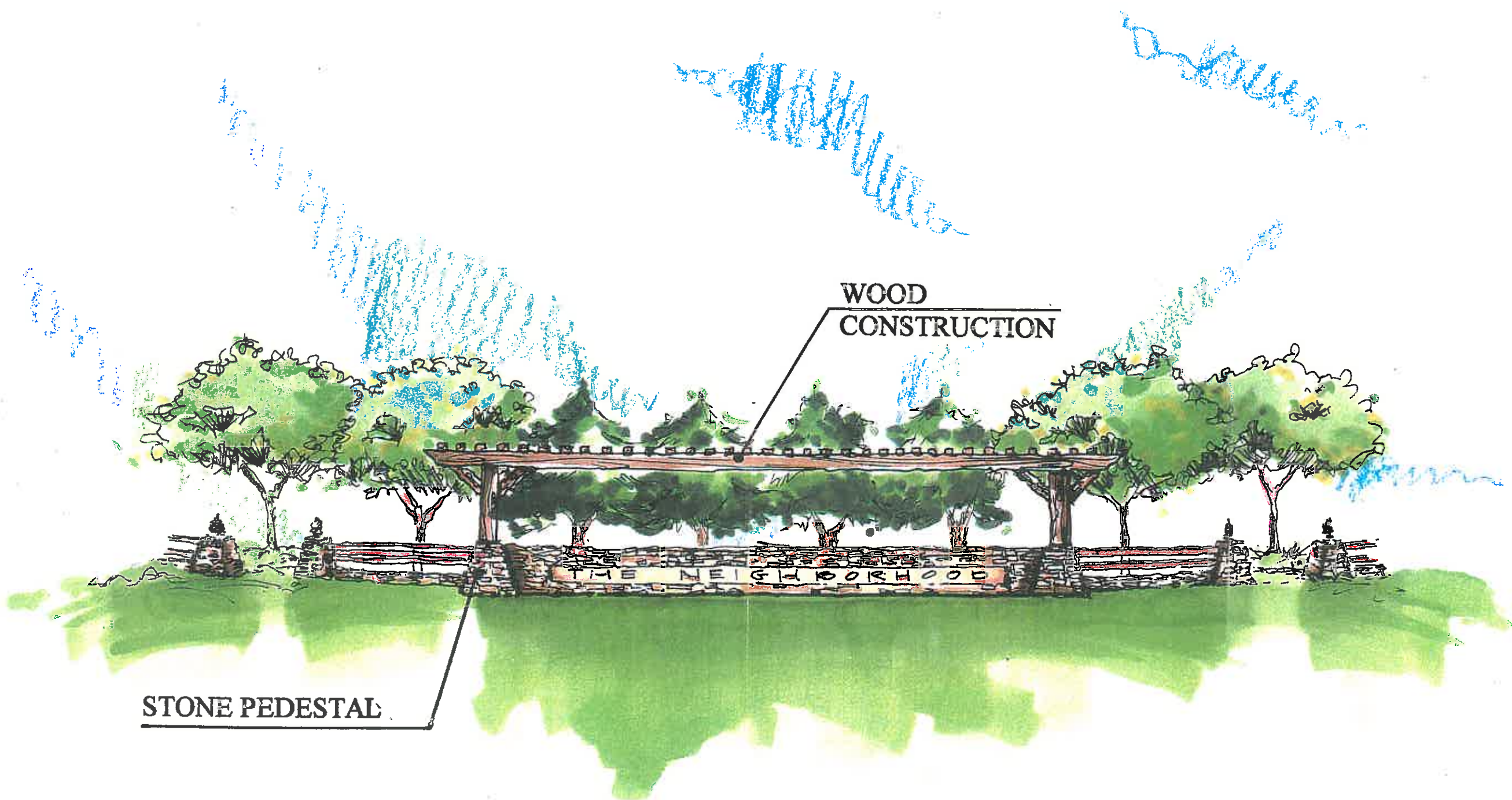


Exhibit O-1

Conceptual Signage Design - Neighborhood Entry Signage

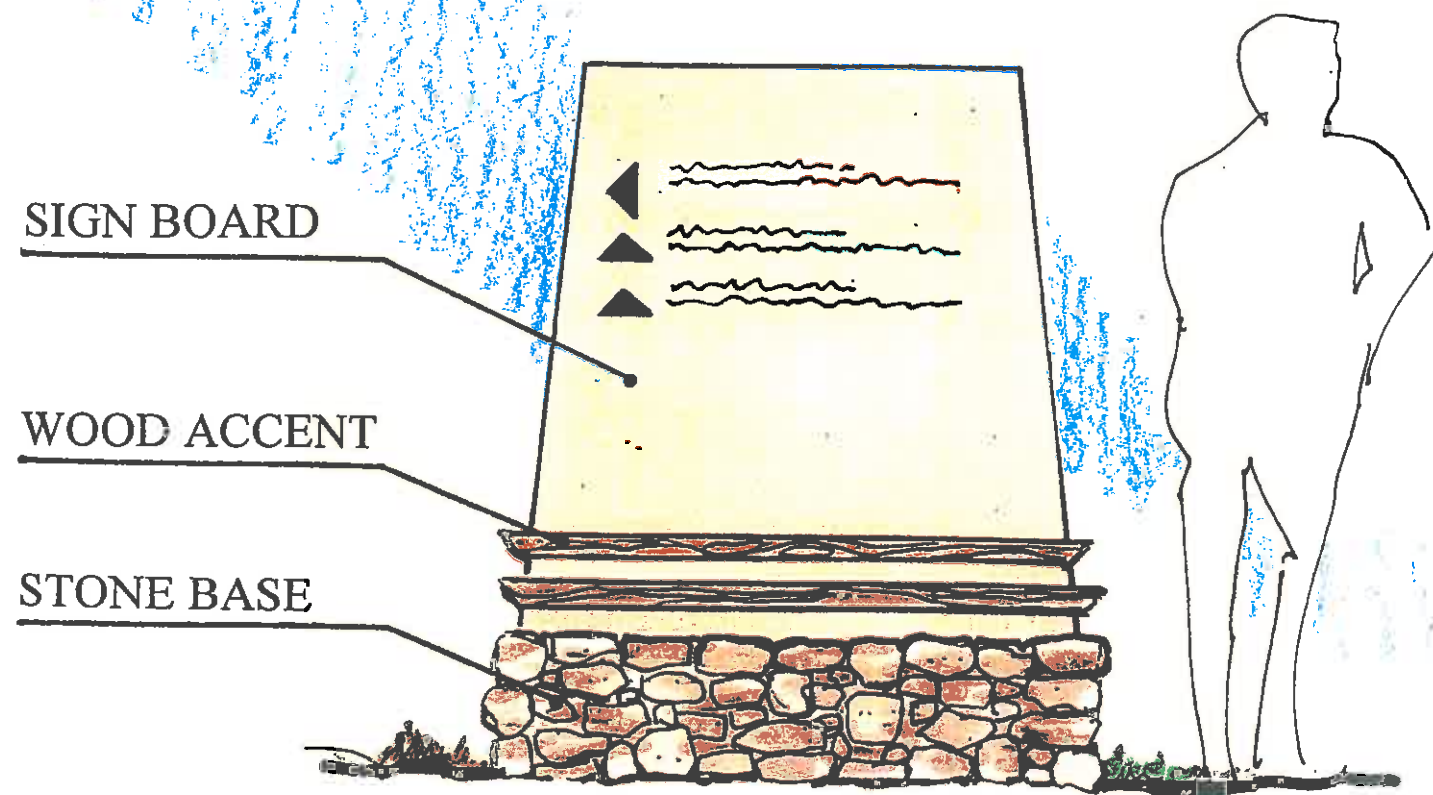
The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.

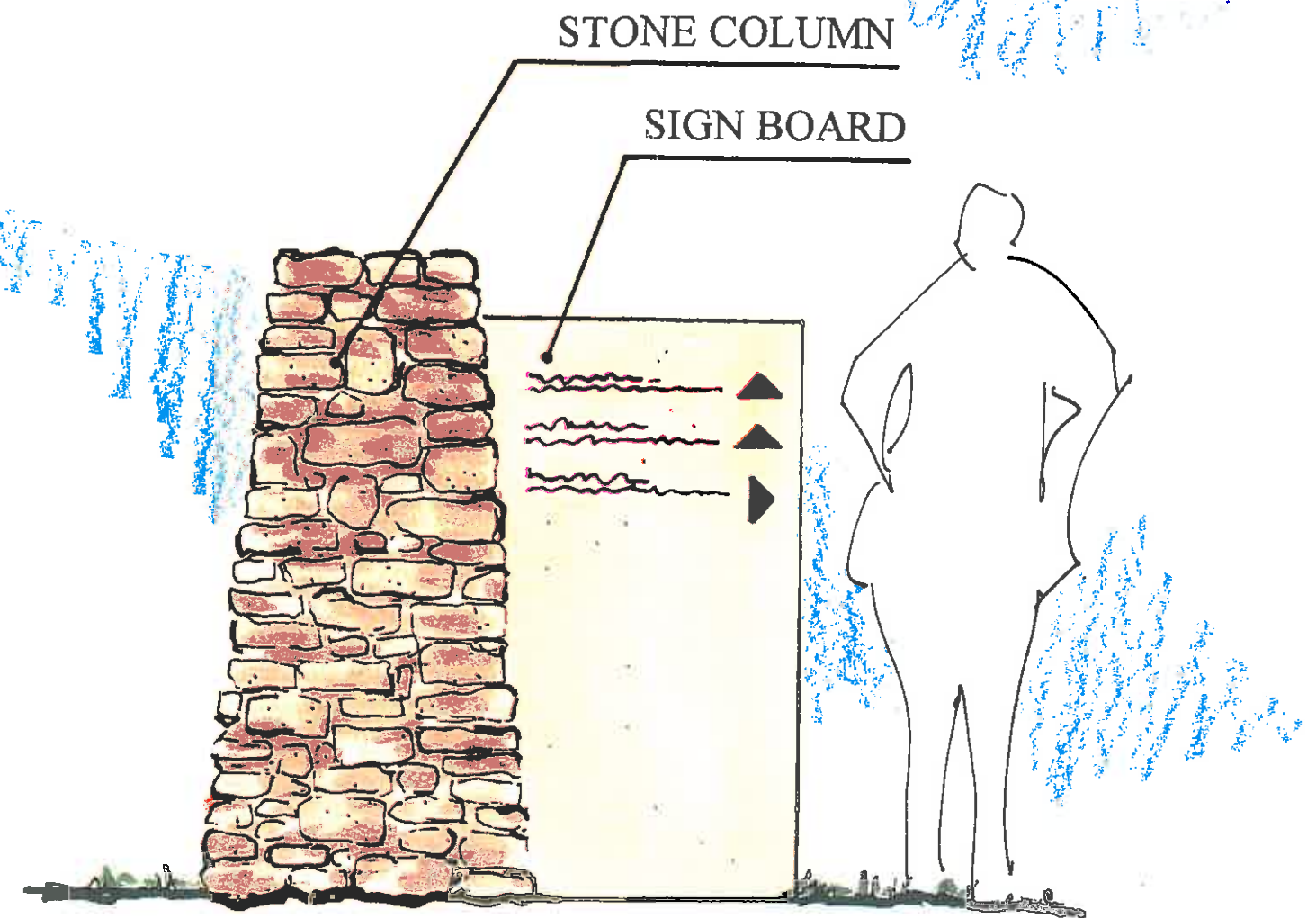
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.





CONCEPT A



CONCEPT B

Exhibit O-2

Conceptual Signage Design - Traffic Directional

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

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V. April 11-1

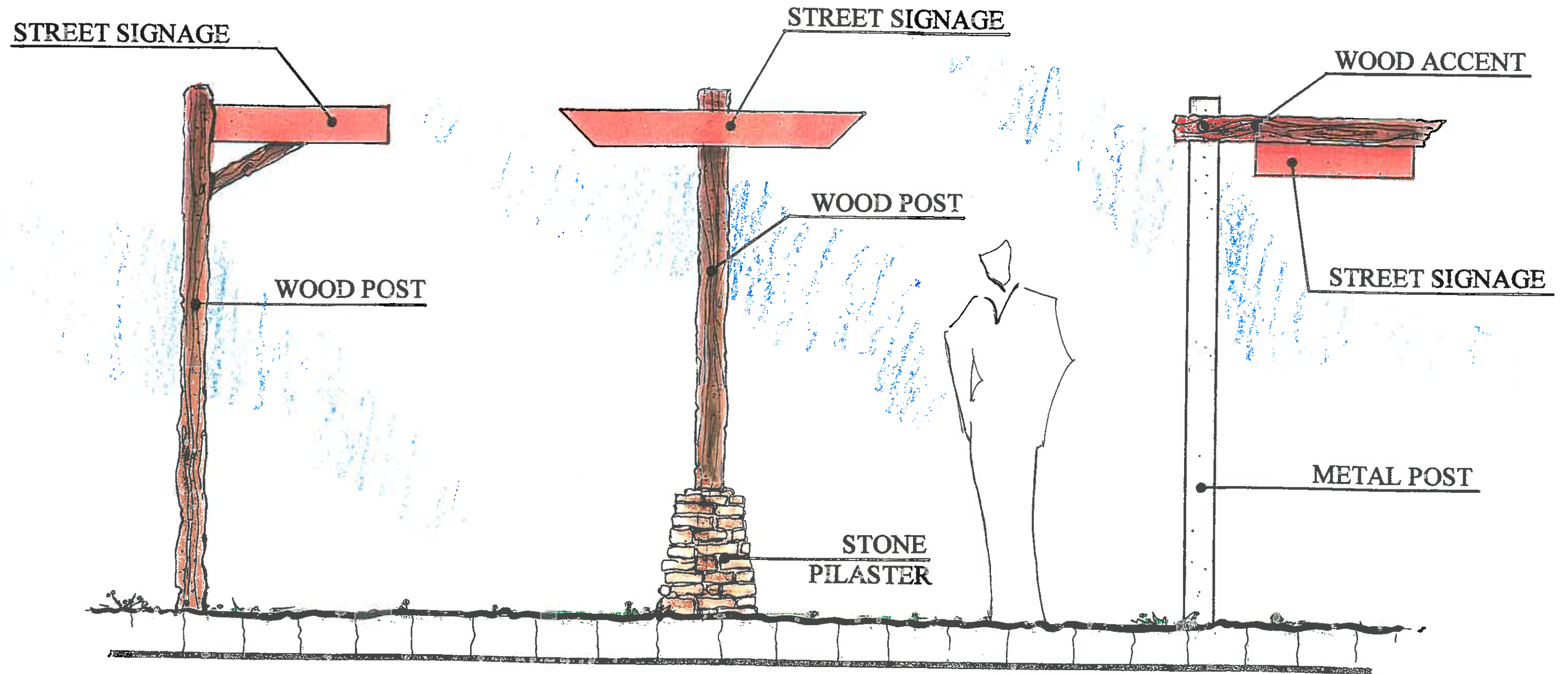


Exhibit O-3

Conceptual Signage Design - Street Signage

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

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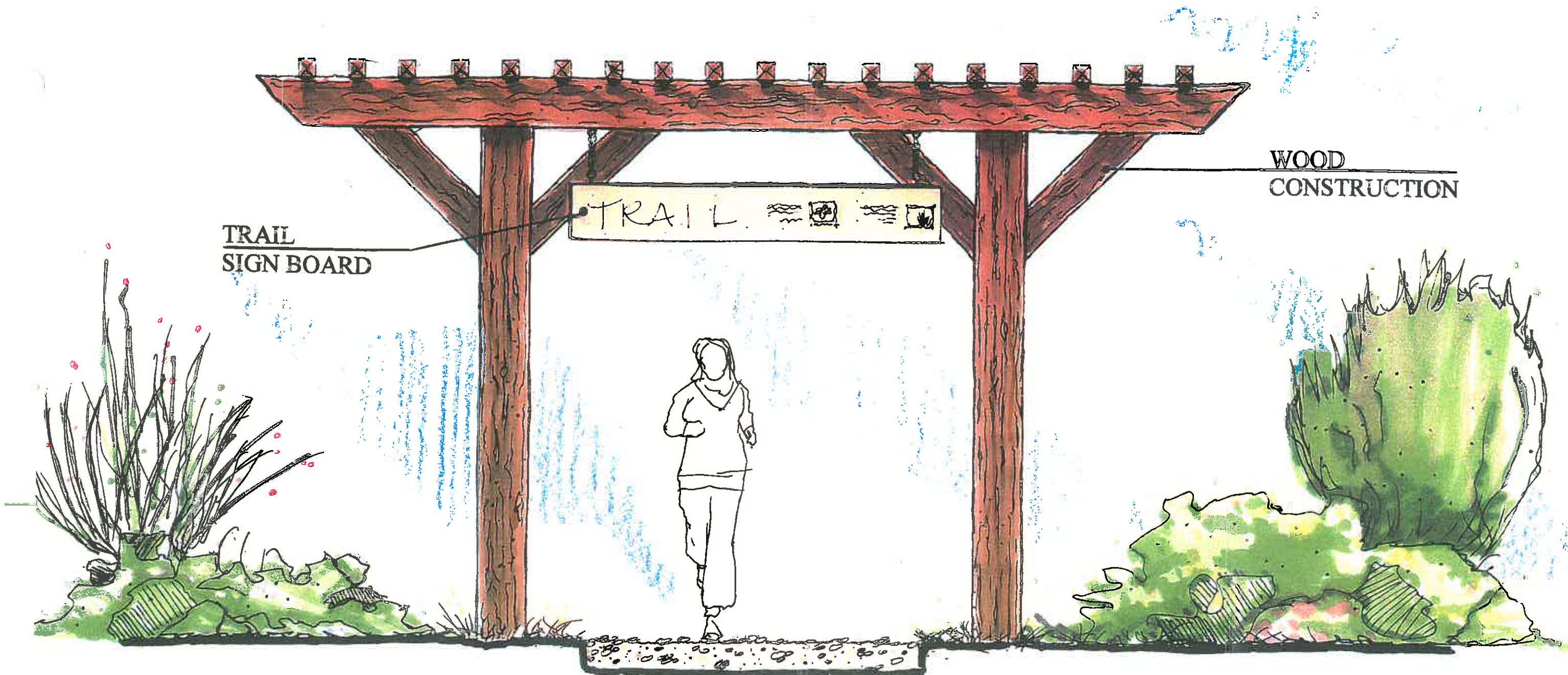


Exhibit O-4

Conceptual Signage Design - Trail Head

The Homestead at Camp Verde • Camp Verde, Arizona

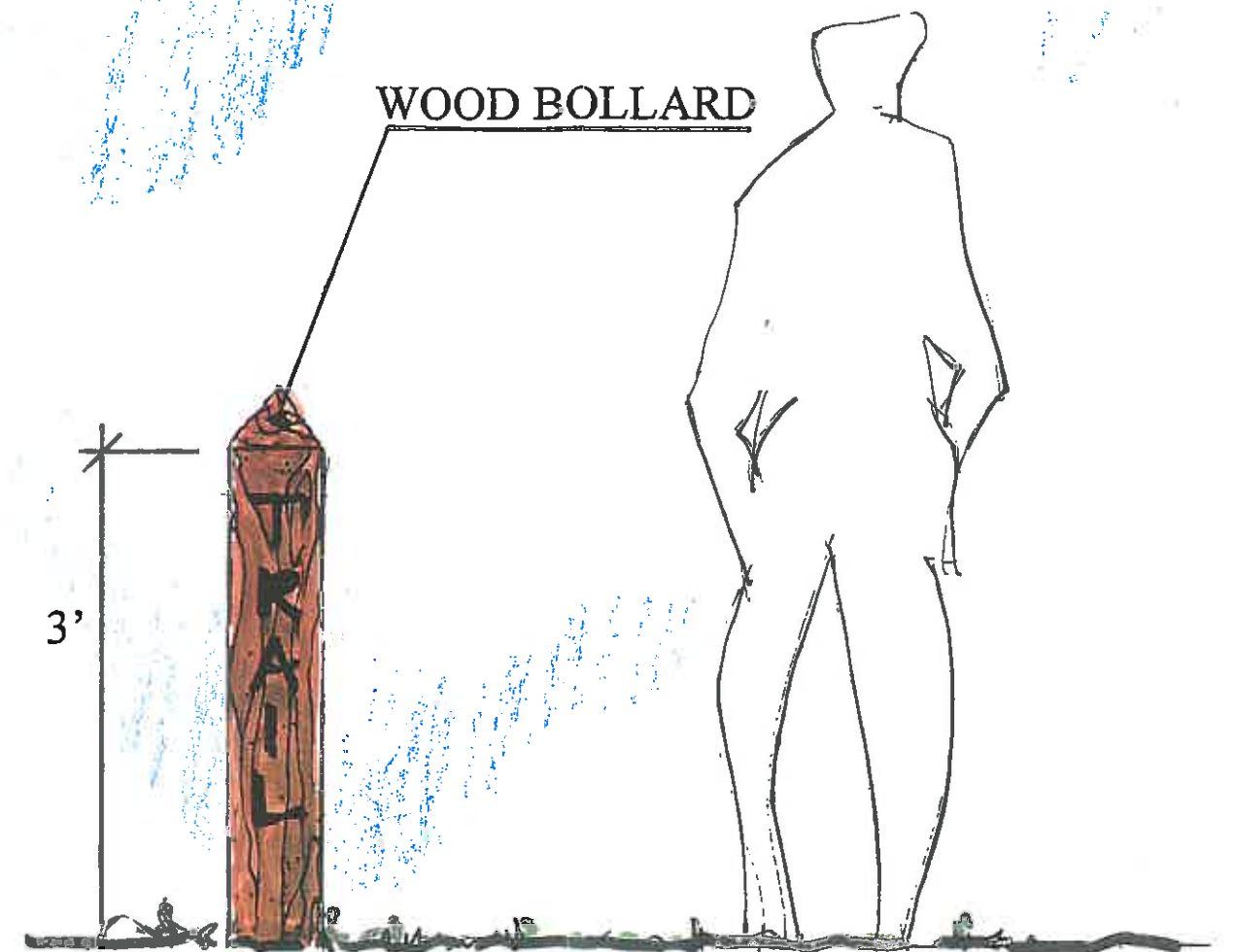
Harvard Investments, Inc.
 2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

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CONCEPT A



CONCEPT B

Exhibit O-4

Conceptual Signage Design - Trail Marker

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.
 2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

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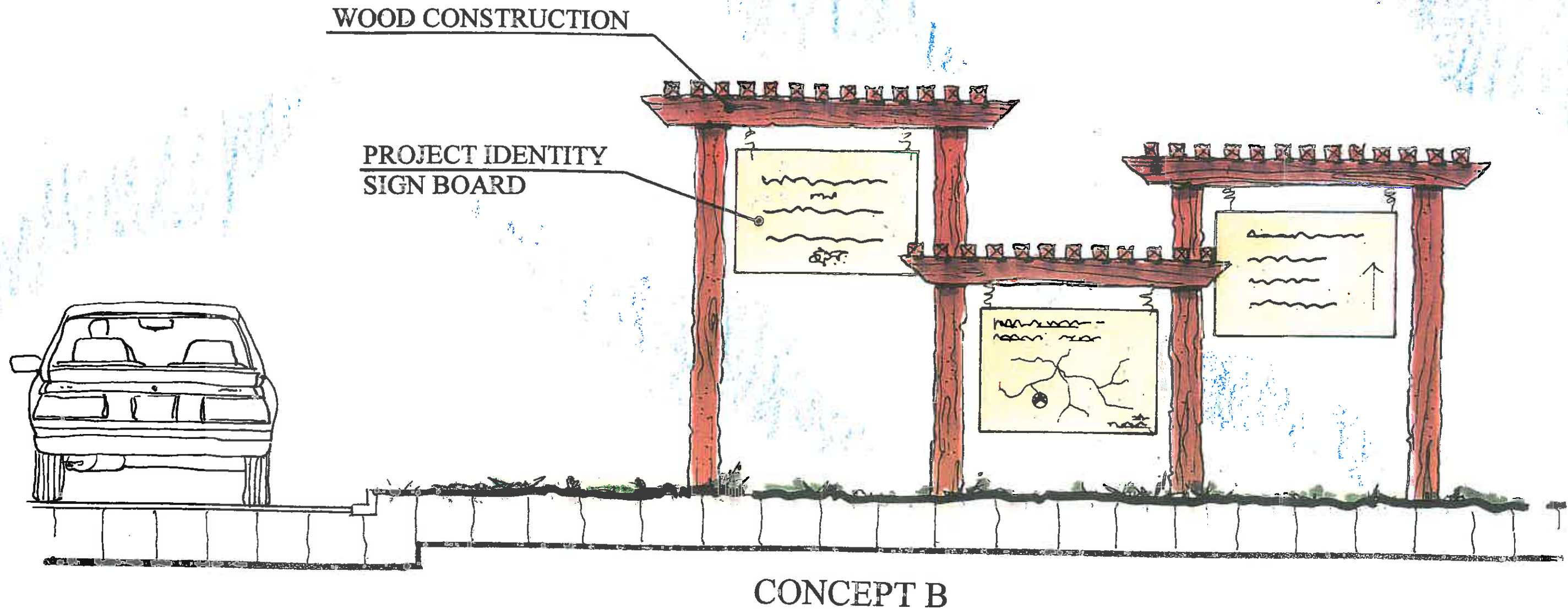


Exhibit O-5

Conceptual Signage Design - Off-Site Directional

The Homestead at Camp Verde • Camp Verde, Arizona
(Tentative Name)

Harvard Investments, Inc.

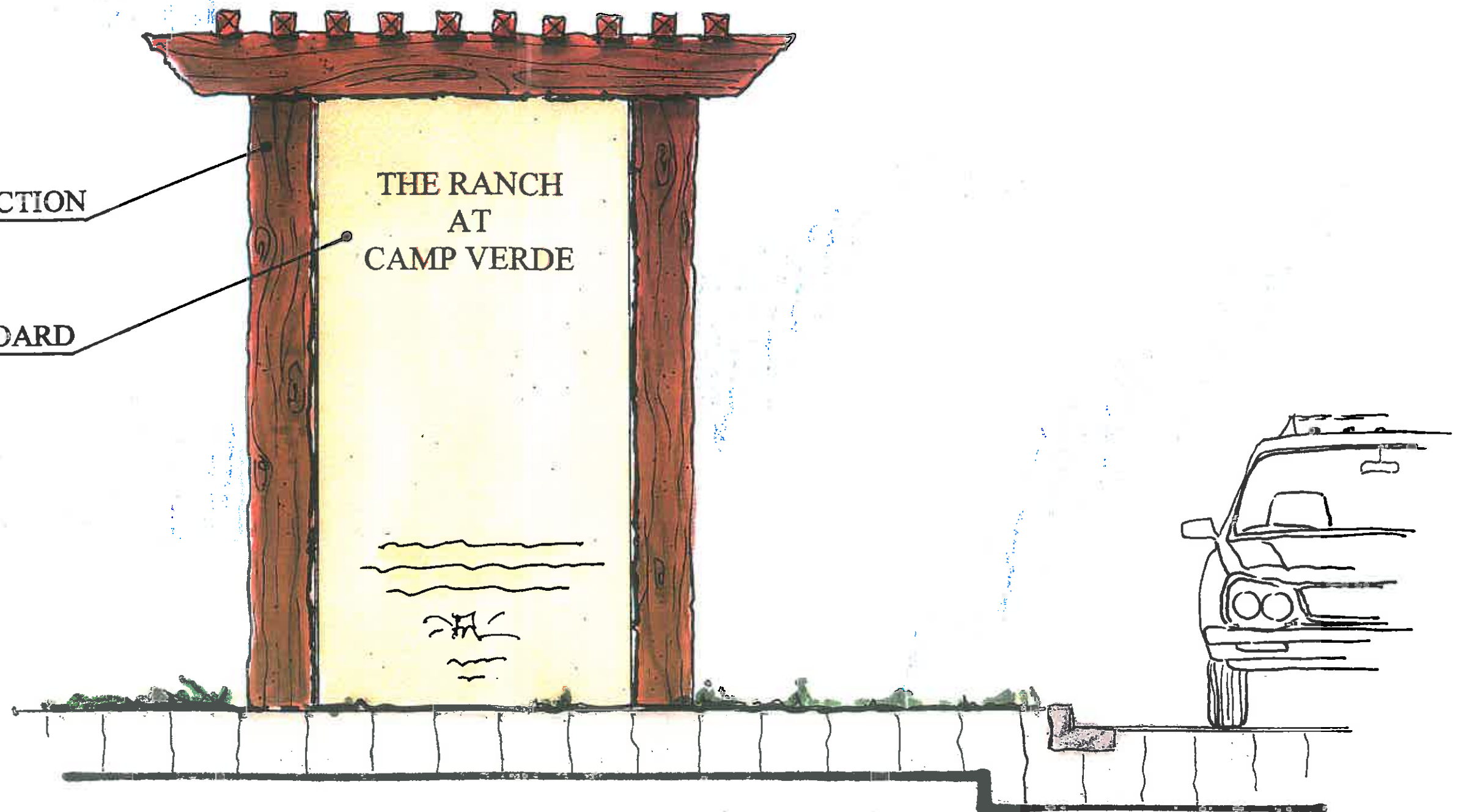
2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



WOOD CONSTRUCTION

SIGN BOARD



CONCEPT A

Exhibit O-5

Conceptual Signage Design - Off-Site Directional

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.

2425 E. Camelback Rd., Suite 900 • Phoenix, AZ 85016

Design is conceptual in nature only. Final design, materials, sizes, locations, and detailing may change prior to start of actual construction documents and final acceptance by the Town of Camp Verde.



**SECTION 118
SIGN REGULATIONS**

TOWN OF CAMP VERDE

Camp Verde, Arizona

EXHIBIT O-6

**Section 118
SIGN REGULATIONS**

SECTIONS:

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I INTRODUCTION

The following section shall be known and cited as the "TOWN OF CAMP VERDE SIGN CODE" and shall be incorporated by reference into the Planning and Zoning Ordinance of the Town of Camp Verde, replacing and superseding all former references to signs in that Ordinance.

II PURPOSE

- A. The purpose of this Article is to provide fair, comprehensive, and enforceable regulations that will foster a good visual environment for Camp Verde, enhancing it as a place to live and do business. Signs are herein regulated to:
1. Protect property values within the Town;
 2. Provide an improved visual environment for the citizens and visitors to the Town;
 3. Promote and aid the tourist industry which is deemed to be of prime importance to the economy of the Town;
 4. Protect the general public from damage and injury which may be caused by faulty and uncontrolled construction of signs;
 5. Protect motorists and pedestrians from possible injury caused by the distractions or obstructions of improperly situated signs; and
 6. Promote the public safety, welfare, convenience, and enjoyment of travel and the free flow of traffic within the Town.
- B. These regulations are intended to improve the effectiveness of signs by preventing their over concentration, improper placement, excessive height, area, and bulk, and by limiting their illumination and animation.

III DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Abandoned sign" means a sign which no longer correctly advertises an ongoing business, a bona fide lessor or owner, an available product, or activity conducted which no longer correctly directs any person to a location where the advertised goods or services are available. A sign shall be deemed abandoned after 120 days.

"Advertising vehicle" means a vehicle or trailer parked on private or public property so as to be visible from a public right-of-way, which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity. This is not applicable to any form of vehicular signage lettered on a motor vehicle or attached with magnetic devices; or to licensed taxicabs or transit buses which carry passengers for a fare.

"Aggregate signage" shall be the total allowable wall signage calculated plus freestanding or monument signs.

"Alter" or "alteration" means the changing in structural components or decrease or increase in size, height or location. It shall also mean any change in content, including the business and/or product advertised. It shall also mean any change in advertising content if such change causes the sign to change in classification from an on-premise sign to an off-premise sign or vice versa.

"Animated sign" means any sign which includes action or motion. This shall include the movement of any light used in connection with any sign such as blinking, traveling, flaring, or changing degree of intensity of any light movement other than burning continuously.

"Balloon" means an inflatable device greater than thirty-six inches in diameter.

"Banner" means any sign of lightweight fabric, plastic, paper or other light pliable material.

"Building directory sign" means a sign which is limited to the name, address and number of a building, institution or person and to the activity carried on in the building or institution, or the occupancy of the person.

"Building face" or "wall" means the area of a building in one plane or elevation.

"Building frontage" means the linear length of a building face.

"Canopy" or "marquee" means a permanent roof-like shelter extending from part or all of a building face and constructed of some durable material such as metal, wood, glass, plastic, or canvas.

"Canopy sign" or "marquee sign" means any sign attached to or constructed in or on a canopy or marquee.

"Changing sign (automatic)" means an electronically or electrically controlled public service time and temperature sign, message center or reader board, where different copy changes are shown on the same lamp bank. Such changes shall occur at intervals of three seconds or more.

Commercial Center/Mall" means a group of three (3) or more commercial operations planned and designed for the site on which it is built, functioning as a unit, with off-street parking as an integral part of the unit. The site may or may not be under common ownership.

"Construction" means the placement or attachment of sign-related materials (e.g. posts, poles, brackets, standards, bolts, screws, lumber, concrete, block, footings, and/or paint) on the ground or on an existing building or other structure.

Copy" means the wording and graphics on a sign surface.

"Flag" means any sign with or without lettering or symbols, of lightweight fabric, plastic, paper or other light pliable material that is mounted to a pole.

"Freestanding sign" means a sign erected on a freestanding frame, supported by one or more uprights, mast or pole, set in a fixed position in the ground and not attached to any building.

"Freeway sign" means a free-standing sign directing attentions to a restaurant, lodging facility or vehicle fuel sales business offered upon the same premises as those upon which the sign is located. Freeway signs are allowed in accordance with the freeway sign criteria as noted.

"Frontage" means the length of the property line of any one premise along a public right-of-way on which it borders.

"Grade" means the average elevation of the ground within a radius of 20 feet from the center point of the sign.

"Ground clearance" means the distance from the adjacent grade to the bottom surface of the sign.

"Height of sign" means the vertical distance measured from the adjacent grade, which permits the greatest height to the highest point of the sign.

"Indirectly illuminated sign" means any sign which reflects light from a different source directed upon it.

"Lot" means any legally created lot, parcel, tract or land, shown on a plat of record or recorded by metes and bounds.

"Lot, Corner or Corner lot" means a lot situated at the intersection of two or more streets having an angle of intersection not more than one hundred thirty-five degrees.

"Maintenance" or "maintain" means the replacing or repairing of a part or portion of a sign made unusable by ordinary wear, tear or damage beyond the control of the owner.

"Menu board" means a permanently mounted structure displaying the bill of fare for a drive-in or drive-thru business. Such signs are not for the purpose of business identification or advertising and are intended for view of customers who are currently on the premises. Maximum letter height for all copy of such signs is limited to 2".

"Monument sign" means a sign which is mounted on a base at ground level.

"Mural" means a drawing or painting affixed either directly or indirectly on a building or land which depicts a scene or picture. Such picture or drawing shall not be for the primary

purpose of conveying information which identifies or advertises a product, place, activity, person, institution, or business. A mural may contain a sign so long as the primary function or purpose of the mural is not a sign. Any portion of a mural that is a sign is subject to the requirements of this Ordinance for that portion only. A mural is subject to the permitting procedures.

"Nameplate" means a nonelectric sign identifying only the name and/or address of the occupants of the residence on which the sign is located.

"Nonconforming sign" means any sign which is not allowed under this Code, but which, when first constructed, was lawful.

Sign, Number of Faces on:

One: If a sign has copy on one side only or if the interior angle between the two sign faces or sides is greater than forty-five (45) degrees, it shall be considered one face; the area will be considered to be the sum of the areas of both sides.

Two: If the angle between the two sign faces is forty-five (45) degrees OR LESS, the sign shall be considered double faced, the sign area will be the area of one face only. If two sign faces are attached to a structure with a thickness exceeding thirty-six (36) inches or the two faces are separated by a distance exceeding thirty-six (36) inches, then the sign area will be the area of both faces.

Multi-faced: Any sign containing more than two sides. The area shall be the area of the largest side plus the area of any other side whose interior angle with any other side exceeds forty-five (45) degrees.

"Off-premise sign" means a sign advertising a business, place, activity, goods, services, products, which directs persons to a different location from where the sign is located.

"On-premise sign" means any sign identifying or advertising a business, person, activity, goods, products, or services located on the premises where the sign is installed.

"Parapet" or "parapet wall" means the extension of a false front or wall above a roof line.

"Pennant" means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

"Portable sign" means any sign not permanently attached to the ground or a building.

"Premises" means any piece of improved or unimproved real estate.

"Projecting signs" means a sign, other than a wall sign, which is attached to and projects from a structure or building face.

"Public place" means any and all dedicated streets, sidewalks, boulevards, alleys, or other public ways, and any and all public parks, squares, spaces, grounds, and buildings.

"Real estate/property for sale, rent or lease sign" means any sign pertaining to the sale, lease or rental of land or buildings.

"Reconstruction, substantial:" means improvement or repair valued in excess of fifty percent (50%) of the current value of a sign. Reconstruction does not include merely repainting or changing the copy of the sign if the use, size and location remain the same.

"Roof sign" means any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

"Sign" means any identification, description, illustration or device illuminated or non-illuminated which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise, or any emblem, painting, banner, pennant, placard or temporary sign designed to advertise, identify or convey information with the exception of window displays and flags

of any nation, government, or non-commercial organizations. For the purpose of removal, signs shall also include all sign structures.

"Sign area" means the area of the largest single face of the sign within a continuous line that would form a rectangle or square shape, including any frame that forms an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled.

"Sign Directional" means any sign which is designed solely for the purpose of traffic or pedestrian direction and placed on the property to which or on which the public is directed and which contains no advertising copy.

"Sign Directory" means any sign listing the names, use or location of the business or activities conducted within a building or group of buildings and placed on the property to which or on which the public is directed.

"Sign structure" means any structure which supports, has supported or is capable of supporting a sign, including decorative cover.

"Subdivision directional sign" means a sign limited to directional messages or direction instructions for new subdivisions and may be on or off premise and such signs shall be made of any heavy duty, weather resistant material including laminated paper, plastic, metal or wood.

"Temporary sign" means any sign or advertising display intended to be viewed for a temporary period of time, ordinarily until the happening of a particular event.

"Under-canopy sign" or "marquee sign" means a sign suspended below the ceiling or roof of a canopy or the wall of a building with the face in a parallel plane to the plane of the screening device or the building wall.

"Window sign" means a sign installed inside a window for the purpose of viewing from outside the premises. This term does not include merchandise located in a window.

IV PROHIBITED SIGNS

- A. Notwithstanding any other provisions of this ordinance, the types of signs listed below are prohibited in the Town of Camp Verde.
1. Unlawful to park a vehicle for the purpose of advertising.
 2. Signs located within, on or projecting over any public right-of-way;
 3. Signs located on a roof or those that do not create a parapet or a parapet wall as defined;
 4. Any sign which interferes with or confuses traffic or presents a traffic hazard, and those which imitate or resemble official traffic or government signs or signals;
 5. Signs with flashing or intermittent illumination and those illuminated of such brilliance or position as to blind or dazzle the vision of travelers; (This does not include Christmas lights, during the Xmas season: 11/01- 1/15).
 6. An animated sign or a sign that is moving, rotating, or audible in any manner;
 7. Automatic changing signs unless they promote the time and temperature. Only such signs shall change at intervals of three seconds or more;
 8. No sign shall be painted on or affixed to any natural object in its natural location such as a boulder, tree or cliff face.
 9. Abandoned, dangerous, or defective signs;
 10. Signs erected, placed, constructed, or maintained in violation of this ordinance;
 11. Signs which are misleading, erroneous, or provide false information and advertising, words or pictures which are obscene or indecent.

- B. It is unlawful for any person to erect or place any sign prohibited by this section, or for any person to maintain, keep, or allow to remain, on property owned or occupied by him, any sign prohibited by this Section, except those which are deemed nonconforming signs per this ordinance.

V NONCOMMERCIAL SIGNS

- A. The following signs are permitted in any residential zoning district in conformance with the provisions identified.
1. Name plate signs: A name plate sign identifying the name of the occupant of a residence, the occupant's profession, home occupation or title, and the address of the dwelling is permitted subject to the following:
 - (a) This sign shall not exceed four (4) square feet in area, nor eight (8) feet above grade at the sign.
 - (b) This sign shall be located on the property to which it pertains and the number of signs shall be limited to one (1) for each dwelling.
 - (c) This sign may be indirectly illuminated by one light bulb or fluorescent tube not exceeding 150 watts.
 2. Identification Signs:
 - (1) Signs identifying churches, schools, public utility buildings and facilities, hospitals, institutions of an education, religious, health, charitable or philanthropic nature, homes for the aged, nursing homes, convalescent homes, libraries, museums, community buildings, airports, cemeteries and mausoleums, golf courses, parks playgrounds, tennis courts and campgrounds are permitted, subject to the following:
 - (a) This sign shall not exceed thirty-two (32) square feet in area, and may be double faced.
 - (b) This sign may be a wall sign, freestanding or a monument sign.

- (c) This sign shall be located on the property to which it pertains and the number shall be limited to one (1) for each such use listed above.
 - (d) Two (2) such signs shall be permitted if the parcel fronts on more than one publicly dedicated street or road.
- 3. Free standing, monument, or wall signs used to identify the entrance to a subdivision, multi-family dwelling, apartment complex, mobile home/manufactured home, and RV parks, or ranches subject to the following:
 - a. The sign or signs shall be limited to a maximum of two signs per entry, one on each side of the entry street and shall be for the sole and exclusive purpose of identifying the entrance.
 - b. The sign or signs shall be placed in a manner so as not to interfere in any way with, or confuse, traffic or present any traffic hazard,
 - c. The sign or signs shall be limited to thirty- two square feet unless additional square footage is approved during the preliminary and final subdivision platting process, except that such signs shall not exceed one hundred square feet in area per each entrance sign,
 - d. Free standing signs shall not exceed a maximum height of twenty feet above grade.
 - e. All signs shall be setback a minimum of five feet as measured from the property line to the structure supporting the sign provided no portion of the sign projects over any portion of the public right-of-way.
- B. Building Directory Signs are allowed subject to the following:
 - 1. The sign shall not exceed eight square feet in area;
 - 2. One such sign is allowed for each five thousand square feet of building area.

- C. It is unlawful for any person to erect or place any sign not permitted or allowed by this section, or for any person to maintain, keep, or allow to remain, on property owned or occupied by him, any sign not permitted or allowed by this Section, except those which are deemed nonconforming signs per this ordinance.

Comprehensive sign plans for residential subdivisions.

- A. The developer shall have the option of submitting a comprehensive sign plan if sections of the Town code do not meet the signage needs of a residential subdivision project. The square footage proposed under the comprehensive sign plan shall not exceed the cumulative total of the square footage permitted by these Sections.
- B. An application for a comprehensive sign plan shall be accompanied by a report that includes the items listed below. Further, the submittal shall be inclusive of all permanent and temporary signs planned for use in marketing the subdivision.
1. A fully dimensional layout of the subdivision which depicts all sign locations and the surrounding uses.
 2. Written text with graphics outlining:
 - (a) Why the comprehensive sign plan option was chosen.
 - (b) Square footage comparison of signage allowed by existing regulations and that proposed by the comprehensive sign plan.
 - (c) Purpose of the signage.
 - (d) Length of use by sign type.
 - (e) Renderings and elevations of each existing and proposed sign to demonstrate the project theme, colors, materials, and sign dimensions.
 - (f) No minimum sign size is granted when the comprehensive sign plan is used.

C.

1. Application
2. Applicant and Staff meeting preceding a public meeting
3. Public Meeting Scheduled
4. Presentation to Planning & Zoning Commission
5. Planning & Zoning Recommendation to Town Council for approval or disapproval
6. Applicant can appeal before Board of Adjustments

VI SPECIAL PURPOSE SIGNS

A. Directional and Informational Signs:

1. Permanent on-premise directional signs are permitted (and are in addition to the aggregate area limits specified in each zone) subject to the following:
 - (a) Such signs shall contain no advertising copy;
 - (b) Such signs shall not exceed four (4) square feet in area per face;
 - (c) These signs may be double-faced;
 - (d) Signs may be placed flat against a wall of a building or such sign may be freestanding, but shall be no higher than eight (8) feet above grade; and
 - (e) This sign may be used to designate entrances or exits to or from a parking area, but the number shall be limited to TWO (2) for each such entrance or exit.
2. Off-premise permanent directional or information signs for public service or safety facilities (such as hospitals and clinics) may be permitted through the Use Permit process.

3. On-premises menu board signs are permitted for up to 32 square feet per face, a total of two faces per site. Each site may contain one double faced or two single faced menu boards.
4. Permanent off-premise directional signs are permitted for businesses which by their nature must be located away from arterial highways. Such signs shall be:
 - (a) Located at the arterial highway and/or intersections of access roads leading directly to the business;
 - (b) Limited to eight (8) square feet of panel area per side, not to exceed eight (8) feet in height above grade, unlighted;
 - (c) Limited in content to a generic description (one or two words) of the facility, an arrow or words giving directions (such as "next right"), and a symbol or logo identifying the chain or name of the business;
 - (d) Limited to one standard within 60 feet of each corner of the intersection;
 - (e) Required to obtain an off-premise sign permit (even though under the minimum size otherwise requiring a permit);
 - (f) Limited to three such signs providing direction to any one business).

VII TEMPORARY SIGNS

- A. The following temporary signs shall be permitted in conformance with the provisions identified.
 1. Temporary signs noting an event of general interest such as a fair, election, public notices, show, etc.; subject to the following:
 - (a) The sign shall not exceed sixteen square feet in area,
 - (b) The sign shall be removed within ten (10) days following the event,

- (c) The sign shall not be allowed within the public right-of-way, on a street light pole, traffic signal pole, or utility pole,
 - (d) The sign may be placed on private property only with the owner's written permission;
 - (e) Permit fees may be waived for non-commercial use.
2. Temporary signs advertising the sale, lease, open house or rent of property on which it is located subject to the following:
- (a) The sign shall not exceed seven square feet in area unless parcels of land offered for sale, lease, or rent have street frontage of five hundred linear feet or more, (no permit required).
 - (b) Where parcels of land are offered for sale or lease having street frontage of five hundred linear feet or more, one sign totaling not more than thirty-two square feet in area may be posted within each five hundred linear feet of frontage, (permit and fees required).
 - (c) The sign shall be removed from the property ten (10) days after the close of escrow or lease thereof, notwithstanding any other time limitations which would otherwise apply to a temporary sign;
3. Temporary Signs advertising the opening of a new subdivision subject to the following:
- (a) The sign shall not exceed thirty-two square feet in area unless additional square footage is approved during the preliminary and final subdivision platting process, except that such sign shall not exceed one hundred square feet in area,
 - (b) One additional sign may be erected for each exterior street frontage under the same ownership,

- (c) The sign shall be set back from every public right-of-way a minimum of five feet,
 - (d) These signs are allowed for a period of three years from the date of permit issuance.
 - (e) The sign shall be located on the property to which it pertains.
4. Temporary signs advertising the opening of a new multiple family, commercial or industrial project subject to the following:
- (a) The sign shall not exceed thirty-two square feet in area,
 - (b) One additional sign may be erected for each exterior street frontage under the same ownership,
 - (c) The sign shall be set back from every public right-of-way a minimum of five feet,
 - (d) The sign shall be removed not later than one year from the date of its erection, or upon issuance of a certificate of occupancy for phase I of said project, whichever occurs first,
 - (e) The sign shall be located on the property to which it pertains,
5. Temporary signs on buildings under construction are limited to a total area for all such signs of thirty-two square feet in multiple family, commercial, and industrial zones. Such signs in residential zoning districts shall be limited to an aggregate total area of 16 square feet.
6. Subdivision directional signs for new subdivisions are allowed in any zoning district with a permit and subject to the following:
- (a) A total of 30 on or off site signs are allowed for each approved subdivision.

- (b) The signs shall not exceed a maximum size of 1-1/2 sq.ft. and a maximum height of 3 feet.
 - (c) The signs may be located on any private property with the property owner's written permission. Evidence of this permission shall be provided to the Town at the time of permit application.
 - (d) The signs shall not be placed in the public right-of-way, or be attached to any street light and signal poles, street or regulatory signs, or utility poles.
 - (e) Individual signs for specific subdivisions shall be located a minimum of 40 ft. from any other sign issued under the same permit. No more than 5 of these same signs shall be located within 500 linear feet on the same street in the same direction of traffic flow.
 - (f) No signs regardless of ownership of subdivision, shall be located within twenty feet of any other subdivision directional sign.
 - (g) The person responsible for any sign shall be the owner of the subdivision being advertised.
 - (h) Such signs are allowed off site within a 3 mile radius of the subdivision or builder being advertised.
 - (i) These signs shall remain in new condition.
 - (j) These signs are allowed for a period of three years from the date of permit issuance.
7. Temporary signs - open house signs - which direct traffic to a home for sale are allowed in all zoning districts without a permit and subject to the following:
- (a) The sign shall not exceed 7 sq. ft. in area.

- (b) The sign may be double faced but shall not be illuminated.
 - (c) The signs shall not be placed in the public right-of-way, or be attached to any street light and signal poles, street or regulatory signs, or utility poles.
 - (d) Signs may be located on the premises on which the open house takes place or on other property with written consent of the property owner or resident thereof.
 - (e) The sign shall be used only when sales personnel are at the home being advertised for sale.
 - (f) A maximum of three such signs for each home or group of homes shall be allowed.
8. Temporary signs - garage/yard sale signs - which direct traffic to a garage/yard sale are allowed in all zoning districts without a permit and subject to the following:
- (a) Said signs may be displayed only for the duration of the garage/yard sale being advertised and shall be removed immediately thereafter.
 - (b) Signs may be located on the premises on which the garage/yard sale takes place or on other property with written consent of the property owner or resident thereof.
 - (c) The signs shall not be placed in the public right-of-way, or be attached to any street light and signal poles, street or regulatory signs, or utility poles.
 - (d) Phone numbers will be required on garage and yard sale signs.
9. Temporary signs - balloons are allowed in residential and commercial zoning districts without a permit if used for 14 days or less and with a permit if used more than 14 days and subject to the following:
- (a) One balloon shall be allowed for each business.
 - (b) Balloons shall not be allowed for more than sixty days per calendar year.
 - (c) Balloons shall be in new condition.

- (d) The balloons shall not be placed in the public right-of-way, or be attached to any street light and signal poles, street or regulatory signs, or utility poles.
 - (e) Balloons shall be located on the premises to which they pertain.
 - (f) Balloons and any lines attached thereto, shall not be made of metallic or similar materials that would act as a conductor for electricity.
- B. It is unlawful for any person to erect or place any sign not permitted or allowed by this section, or for any person to maintain, keep, or allow to remain, on property owned or occupied by him, any sign not permitted or allowed by this section, except those which are deemed nonconforming signs per this chapter.

VIII BANNERS, FLAGS AND PENNANTS

- A. Banners are allowed in Commercial zoning districts without a permit if used for 30 days or less and with a permit if it is used more than 30 days and subject to the following:
 - 1. Two banners shall be allowed for each business.
 - 2. The maximum allowed area of a banner shall not exceed 40 sq.ft. in area.
 - 3. A banner shall not extend above the roof line.
 - 4. Banners shall be attached to a building, wall, or fence.
 - 5. Banners are allowed in addition to wall signs and free standing or monument signs.
 - 6. Banners shall be in like new condition.
 - 7. Banners shall be located on the premises to which they pertain.
- B. Flags used to direct attention to a new subdivision are allowed in all zoning districts with a permit and subject to the following:
 - 1. Flags and pennants shall not be used concurrently.
 - 2. Each flag shall not exceed a maximum area of 18 square feet.

3. Each flag shall not exceed a maximum height of 25 feet above grade nor be lower than six feet to grade.
 4. Flags shall be located on the premises to which they pertain.
 5. A maximum of 50 flags shall be allowed to be placed on, or behind the property line.
 6. Flags shall be in like new condition.
 7. These flags are allowed for 3 years from the date of permit issuance.
 8. Flags, (nation, state, international organization, political subdivision or other governmental agency shall be exempt from the provisions of this section) however, if the height exceeds thirty (30) feet, such signs shall be subject to approval of the Planning and Zoning Director. The preceding shall not be construed so as to permit the use of such flags, insignias, etc. for the purpose of advertising or identifying a product or business.
- C. Flags used to direct attention to multiple family, and commercial zoning districts with a permit and subject to the following:
1. Flags and pennants shall not be used concurrently.
 2. Each flag shall not exceed a maximum area of 18 square feet.
 3. Each flag shall not exceed a maximum height of 25 feet above grade nor be lower than 6 feet to grade.
 4. One flag shall be allowed for each 20 lineal feet of street frontage and no more than twenty flags shall be placed on, or behind the property line.
 5. Flags shall be in like new condition.
 6. Flags shall be located on the premises to which they pertain.

7. Flags, (nation, state, international organization, political subdivision or other governmental agency shall be exempt from the provisions of this section) however, if the height exceeds thirty (30) feet, such signs shall be subject to approval of the Planning and Zoning Director. The preceding shall not be construed so as to permit the use of such flags, identifying a product or business.
- D. Pennants are allowed in Multi Family and Commercial zoning districts with a permit and subject to the following:
1. Pennants shall be used for a maximum of 30 days annually.
 2. Pennants and flags shall not be used concurrently.
 3. The total allowable length of the pennants shall not exceed four linear feet of pennant per one linear foot of lot frontage with a maximum of 1000 linear feet.
 4. All pennants shall be in like new condition.
 5. Pennants shall be located on the premises to which they pertain.
- E. It is unlawful for any person to erect or place any sign not allowed or allowed by this section, or for any person to maintain, keep, or allow to remain, on property owned or occupied by him, any sign not allowed or allowed by this section, except those which are deemed nonconforming signs per this ordinance.

IX BUSINESS/COMMERCIAL/INDUSTRIAL SIGNS

- A. Wall Signs affixed to buildings in Commercial zoning districts are allowed subject to the following:
1. The maximum permitted signage area shall not exceed one and one half square feet for each one linear foot of exterior building frontage, for any one business occupancy or one square foot of signage for each foot of property frontage. The square footage is calculated on only the portion of the building occupied by the business requesting a permit with a maximum allowable signage of 200 square feet. However, each such business is allowed a minimum sign size of 32 square feet.
 2. A wall sign shall not extend above the roof line.
 3. Wall signs are permitted in addition to free standing or monument signs.

4. The maximum allowance for sign area on each building frontage is not transferable either in whole or in part from one building frontage to another, nor from one occupancy to another occupancy except as determined under the Comprehensive Sign plan.
- B. Freestanding or monument signs shall be allowed in Commercial zoning districts for lots, premises, shopping centers and malls.
1. The maximum permitted area of a free standing sign shall be sixty-four square feet for a single business.
 2. For shopping centers an additional 16 square feet per individual business total not to exceed 200 square feet per face.
 3. For shopping centers maximum of two such signs if there are two entrances 500 feet in distance.
 4. The maximum height of any portion of a free standing sign or sign structure shall be twenty feet.
 5. The maximum permitted area of a monument sign shall be sixty-four square feet per sign face.
 6. A monument sign or free standing sign shall not create an obstruction to vision or interfere with traffic.
 7. All signs shall be setback a minimum of five feet as measured from the property line to the structure supporting the sign provided no portion of the sign projects over any portion of the public right-of-way.
 8. No more than one freestanding or monument sign identifying the business, designating the principal goods, products, or facilities or services available on the premises, shall be permitted.
 9. If there are separate building pads located on lots or premises that are governed by this section of the code, one additional freestanding or monument sign shall be allowed for each pad, subject to the restrictions of this subsection; provided, however, that the maximum permitted area of a free standing sign shall not exceed sixty-four square feet per sign face.
 10. On-premises menu board signs are permitted for up to 32 square feet per face, a total of two faces per site. Each site may contain one double faced or two single faced menu boards.

- D. Canopy or marquee signs in Commercial zoning districts are allowed subject to the following:
1. The maximum permitted area of a canopy or marquee sign or signs shall not exceed one square foot for each one linear foot of the canopy or marquee to which it is attached, for any one occupancy.
 2. The maximum permitted area of a canopy or marquee sign or signs attached to the underside of the canopy or marquee shall not exceed eight square feet and shall provide a minimum ground clearance of eight feet, for any one occupancy.
 3. Canopy or marquee signs are permitted in and are a portion of allowable wall signage in addition to free standing or monument signs and are allowed on each building frontage in accordance with this chapter.
 4. The maximum allowance for sign area on each building frontage is not transferable either in whole or in part (except from comprehensive sign plan) from one building frontage to another, nor from one occupancy to another occupancy.
 5. The sign shall not extend over a public right-of-way line.
- E. Window signs shall be allowed in Commercial zoning districts.
1. A permit shall not be required for window signs.
- F. Additional business/commercial sign provisions shall be complied with by all signs located within the Commercial zoning districts as follows:
1. Any free standing or projecting sign within twenty feet of a street right-of-way shall be so constructed as to allow clear and ample visual lines for driveways and alleys to adjoining traffic lanes.
 2. A sign may be illuminated. The sign shall be located and arranged as to avoid glare or reflection onto any portion of the adjacent roadway, or into the path of oncoming vehicles, or onto any adjacent residential property. The illumination may not be flashing or intermittent.
 3. The sign shall be located on the property to which it pertains.

4. Signs shall not be located within, on, or projecting over any public right-of-way.
 5. Signs which are not permitted in a residential zone shall not be placed closer than twenty (20) feet to any residentially zoned lot. (Business to residential).
 6. On a corner lot in any zoning district, no sign or other obstruction to vision more than three feet in height shall be placed or maintained within the triangular area bounded on two sides by front lot lines, and on the third side by a straight line connecting points on said lot lines (or their projections) each of which points is thirty feet from the point of intersection of said lot lines.
 7. All signs and sign structures shall be designed and constructed in accordance with the requirements of Chapter 4 of the Uniform Sign Code, 1994 edition.
 - a. Three (3) copies of the Uniform Sign Code, 1994 edition shall be filed in the office of the Town clerk and kept available for public use and inspection.
- G. It is unlawful for any person to erect or place any sign not permitted or allowed by this section, or for any person to maintain, keep, or allow to remain, on property owned or occupied by him, any sign not permitted or allowed by this Section, except those which are deemed nonconforming signs per this ordinance.

X FREEWAY INTERCHANGE SIGN CRITERIA

The purpose of Freeway signs is to provide signs for highway oriented businesses. Such businesses are those that derive a substantial part of their income from freeway travelers and are therefore limited to Restaurant, Lodging and Vehicle Fuel businesses. One freeway interchange sign is permitted for each property located in the freeway interchange sign area which meets the criteria as set forth in this section as follows:

1. GENERAL CRITERIA APPLICABLE TO ALL FREEWAY INTERCHANGE SIGNS:
 - (a) Minimum lot size - .65 acres.

- (b) Maximum of one sign per property and business, for those properties which have more than one tenant or business, one sign is permitted on the site and is limited to the use of one tenant identified in subsection C below.
- (c) Freeway signs are permitted for Restaurant, Fuel Sales, or Lodging uses only.

2. SIGN REQUIREMENTS:

- (a) Location: Freeway signs shall be installed on site and within a circle with a 2000 foot radius (diameter of 4000 feet) measured from the center point of the bisecting road/highway with the I-17 freeway except when the north and southbound lanes of the I-17 freeway are separated by a distance of 800 feet or greater, measured from edge of pavement to edge of pavement, the sign area shall be measured from the center point of each overpass. SEE FIGURES SECTION R.
- (b) Height: Freeway signs may be a maximum of 50 feet in height as measured from the center point of the adjacent freeway interchange overpass. The official elevation of this point shall be certified by the Town Engineer and will be used for the basis of measuring all sign heights. In no case shall this provision limit any primary freeway sign from being shorter than 20 feet in height as measured from the base of the sign.
- (c) Size: 300 square feet per face, maximum of two faces.

XI COMPREHENSIVE SIGN PLANS

- A. Lots, premises, or shopping centers and malls shall have the option of submitting a comprehensive sign plan in accordance with the requirements set forth below.
 - 1. A fully dimensional site plan drawn to scale shall be submitted with an application completed on a form provided by the Planning and Zoning Department. The plan shall accurately depict:
 - (a) Lot size and dimensions.
 - (b) Existing and proposed building and sign locations.

- (c) Square footage totals for all existing buildings.
 - (d) Square footage totals for all existing and proposed signs by sign type.
 - (e) Lineal frontage of the building
 - (f) Lineal frontage of the property
 - (g) Surrounding uses.
 - 2. Written text outlining the purpose of the signage, length of use, and why the comprehensive sign plan option was chosen.
 - 3. Renderings and elevations of each sign existing and those proposed, drawn to scale. The materials to be used shall also be specified.
- B. The square footage of the signage proposed for the subject development under the comprehensive sign plan option shall meet the following criteria:
- 1. The total square footage of all sign types shall not exceed the total square footage that would otherwise be allowed.
 - 2. The square footage of any one sign type shall not exceed the square footage permitted herein for the same by more than fifty percent.
- C.
- 1. Application
 - 2. Applicant and Staff pre-meeting
 - 3. Public Meeting Scheduled
 - 4. Presentation to Planning & Zoning Commission
 - 5. Planning & Zoning Recommendation to Town Council for approval or disapproval
 - 6. Applicant can appeal before Board of Adjustments

XII NONCONFORMING SIGNS

- A. It is unlawful for any person to alter, re-erect, relocate, replace or repaint to advertise a new business, person, activity, goods, product or service, any nonconforming sign

unless that person first obtains a permit from the Planning & Zoning Department. An installation permit shall not be issued unless the sign in question is brought into compliance with the requirements of this ordinance.

- B. Any legal nonconforming sign located within the boundaries of a development site authorized by a building permit shall be brought into conformance with the provisions of this ordinance. Building permits issued for work that does not result in an increase in the number of structures on the site and/or an increase in the square footage of the existing structure by more than 100 percent, shall not be required to comply with this specific regulation.
- C. Any nonconforming sign located within a parcel of a zoning map change or conditional use permit request shall be brought into conformance with the provisions of this ordinance as a stipulation of approval.

XIII MAINTENANCE AND REMOVAL

- A. All signs shall be maintained in a safe and attractive manner, including the replacement of defective parts, painting, repainting, cleaning, and other acts which may be required for the maintenance of said sign.
- B. The Town may compel removal of any sign or sign copy which is abandoned, dangerous, defective or unlawful (either materially, electrically, or structurally) or which fails to comply with the requirements of this ordinance. Prior to removal, written notice shall be given to the owner of record of the property on which the sign is located and to the person lawfully occupying the premises. The written notice shall be from the Planning & Zoning Director and shall state that the described sign must be removed or repaired.
 - 1. Said notice shall include a description of the sign, a legal description of the premises on which the sign is located, a restatement of violations known to exist, an estimate of the costs of removal, including a five per cent charge for additional inspection services and administrative costs, and a notice of the right to appeal this action before the Town Council.

2. This notice shall also contain a statement that advises that unless the responsible party complies within thirty days from the date such notice was secured by him the Town will exercise one or both of the options below:

- (a) Remove the sign copy from the premises at the expense of the responsible party, including a five percent charge for additional inspection services and administrative costs;
- (b) Enforce the provisions herein by prosecution in the Town's magistrate court pursuant to the provisions of this title.

C. Service of Notice.

1. The written notice required by the preceding subsection shall be served in one of the following methods:
 - (a) By mailing the notice to the party at his/her last known address by certified mail;
 - (b) By personally serving the party with the notice.
 - (c) Notify by public notice.

D. Appeal to Council.

1. Prior to the date set for compliance in the written notice, the owner or occupier may appeal in writing to the council.
2. The council shall within thirty days from receiving the appeal, hear and determine the same and the decision of the council shall be final.
3. The council may either affirm or reverse the decision that the sign or signs must be removed, repaired or modify the scope of the work as required in the notice.

E. Removal by Town

1. When any party to whom notice, as aforesaid, has been given, and on or before the date of compliance on the notice, or within such further time as may have been granted by the council on appeal, fails, neglects or refuses to remove from such property the sign, the town manager is authorized to exercise the option by causing the same to be removed and disposed of at the expense of the responsible party.

2. Upon completion of the work, the town manager shall prepare a verified statement of account of the actual cost of such removal of the sign, the date the work was completed and the street address and the legal description of the property on which said work was done.
3. The owner or occupier shall also be charged for additional inspections and other incidental costs including, but not limited to court costs, fees for mailings, mileage, phone charges, service of papers. An additional five percent will be charged for staff time.
4. A duplicate copy of such verified statement shall be served upon the party to be charged in the manner prescribed in this ordinance. The party shall have thirty days from the date of service upon him to appeal in writing to the town council from the amount of the assessment as contained in the verified statement.
5. If an appeal is not filed with the town clerk within such thirty day period then the amount of the assessment as determined by the town manager shall become final and binding.
6. If an appeal is taken, the council shall within 30 days from receiving the appeal, hear and determine the appeal and may affirm the amount of the assessment, modify the amount thereof, or determine that no assessment at all shall be made. The decision of the Council shall be final and binding on all persons.

F. Lien for Removal

1. If no appeal is taken from the amount of the assessment, or if an appeal is taken and the Council has affirmed or modified the amount of the assessment, the original assessment or the assessment, as so modified may be recorded in the office of the county recorder. The recorded assessment shall be a lien on the described property and shall be in effect from the date of its recording until paid. Such liens shall be subject and inferior to the lien for general taxes and to all prior recorded mortgages and encumbrances of record.
2. A sale of the property to satisfy a lien obtained under the provisions of this section shall be made upon judgment of foreclosure or order of sale.
3. The Town shall have the right to bring an action to enforce the lien in the superior court at any time after the recording of the assessment, but failure to enforce the lien by such action shall not affect its validity.

4. The recorded assessment shall be prima facie evidence of the truth of all matters recited therein and of the regularity of all proceedings prior to the recording thereof.
 5. A prior assessment for the purposes provided in this section shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same lot or tract of land may be enforced in the same action.
- G. Prosecution for Failure to Remove. Nothing in this section shall prevent any person from being cited for an ordinance violation in the Town's magistrate court.

XIV OFF PREMISES SIGNS

- A. It is unlawful for any person to erect, add to, alter, repaint to change the copy, or change the panels of any off-premise sign or for any person to allow any off-premise sign on property owned or occupied by him to be erected, added to, altered or repainted prior to obtaining a conditional use permit from the Planning and Zoning Department and the Town Council. In addition to all procedural requirements specified in this chapter, a conditional use permit shall not be issued unless all of the following requirements are met:
1. Written permission is obtained by the applicant from the property owner of the desired off-premises sign location, prior to submittal of an application for a conditional use permit.
 2. The design of the sign shall be of an aesthetically pleasing quality. Drawings and a site plan shall be submitted during the conditional use permit process which accurately describe the sign proposed in terms of its design, materials, and location.
 3. The sign copy for the off-premise sign shall be limited to identifying the business or facility benefiting from the off-premise sign and directions to locate that business or facility.
 4. Total allowable signage for any one property shall not be exceeded by the installation of the off-premise sign.
- B. All off-premise signs are subject to the following restrictions:

1. The maximum permitted area for an off-premise sign shall be sixty-four square feet per sign face.
 2. The maximum height of any portion of a free standing sign structure shall be fifteen feet above grade.
 3. The maximum height of any portion of a monument sign structure shall be five feet.
 4. The sign shall be setback a minimum of five feet as measured from the property line to the sign structure supporting the sign, provided no portion of the sign projects over any portion of the public right-of-way.
 5. A Use Permit shall be granted for a maximum of three (3) years.
- C. It is unlawful for any person to erect or place any off-premise sign or for any person to allow any off-premise sign to remain on property owned or occupied by him, which does not conform to the restrictions stated in this section, except those which are deemed non-conforming signs per this ordinance.

XV PERMITS

- A. New signs exceeding twelve (12) square feet in area or exceeding eight (8) feet in height shall require a permit.
- B. It is unlawful for any person to erect, add to, alter, repaint so that the copy is changed, or to change the panels on any sign, or for any person to allow any sign on property owned or occupied by him to be erected, added to, altered or repainted so that the copy is changed, prior to obtaining a sign permit, and an electrical permit if necessary, from the Planning & Zoning Director excepted as exempt below. The Planning & Zoning Director may require the submittal of plans or other pertinent information where in his opinion such information is necessary to insure compliance with this code.
- C. The following signs shall not require a permit:
1. Official notices authorized by a court, or public body, or public safety official.
 2. Directional, warning or informational signs authorized by or consistent with Federal, State, County, or Municipal Authority.

3. Memorial plaques and building cornerstones when cut or carved into masonry surface or when made of noncombustible material and made an integral part of the building or structure.
4. Commemorative symbols, plaques and historical tablets.
5. Temporary signs authorized by this ordinance;
6. Name plate signs authorized by this ordinance; and
7. Window signs authorized by this ordinance.

Sign Permit Applications: Each application for a sign permit shall be made at the Camp Verde Town Planning and Zoning Office on the appropriate form(s) and shall contain at minimum, the following information:

- (a) Assessor's parcel number identifying the property.
- (b) Street address, or legal description of the property, and dimensions thereof.
- (c) Description of the original copy to be placed on sign(s). In the case of a Mural, a sketch and description of the intended picture or drawing to include colors shall be submitted which depicts the content of the Mural.
- (d) Type of sign(s) including methods of support, (free-standing or otherwise) and illumination.
- (e) Estimated true value of the sign(s) and associated structural supports.
- (f) Dimensions of the sign and number of panel(s) as well as bottom and top heights above grade.
- (g) A (signed) plot plan showing the following:
 1. Shape and dimensions of lot boundaries;
 2. Location of rights-of-way easements on the parcel;
 3. Driveways and parking areas, if any;
 4. Location, dimensions, and heights of existing and proposed signs, and if free-standing or wall mounted;
 5. North designation.
- (h) A sketch or elevation view (with dimensions and approximate original copy) of the sign face(s).
- (i) Such other information as the Planning and Zoning Department may require for the purpose of determining whether the application complies with the Ordinance requirements and Chapter 4 of the Uniform Sign Code, 1994 Edition.
- (j) Name, address, phone number of property owner/applicant.
- (k) Signature of applicant or property owner.

1. Applications for Murals are to be reviewed by the Planning and Zoning Director for their overall compatibility with the purpose of the Sign Ordinance and the goal of the community to promote a rural, historical, western oriented atmosphere. If necessary, the Director may refer an application to the Board of Adjustments for review prior to making a final decision on a permit. If an applicant or affected property owner is not satisfied with the decision of the Director, an appeal of the decision may be filed for review by the Board of Adjustments.

XVI FEES

The Town Council by resolution shall adopt and/or amend fees to implement the provisions of this ordinance.

- A. There shall be a fee of \$1.00 per square foot or sign area, with a minimum charge of \$10.00. *Murals are subject to a flat fee of \$25.00 per Mural.
- B. A fee of \$300.00 for all off-premise signs excluding directional signs.
- C. The sign permit fee established above shall be double in the event that the erection, relocation, or installation of any sign occurs prior to the issuance of a sign permit.

XVII VIOLATIONS PENALTY

- A. Any person, firm or corporation violating any regulation or provision of this Ordinance is guilty of a Class 2 misdemeanor. Each and every day during such violation continues is a separate offense.
- B. A violation of any regulation or provision of this Ordinance shall be punishable by a fine of not more than one thousand dollars or by imprisonment in the county jail for a term not exceeding six months or by both such fine and imprisonment for each conviction.
- C. All such remedies provided herein shall be cumulative and not exclusive. The conviction of any person, firm or corporation hereunder shall not relieve such person from the responsibility to correct such violation, nor prevent the enforcement, correction or removal thereof.

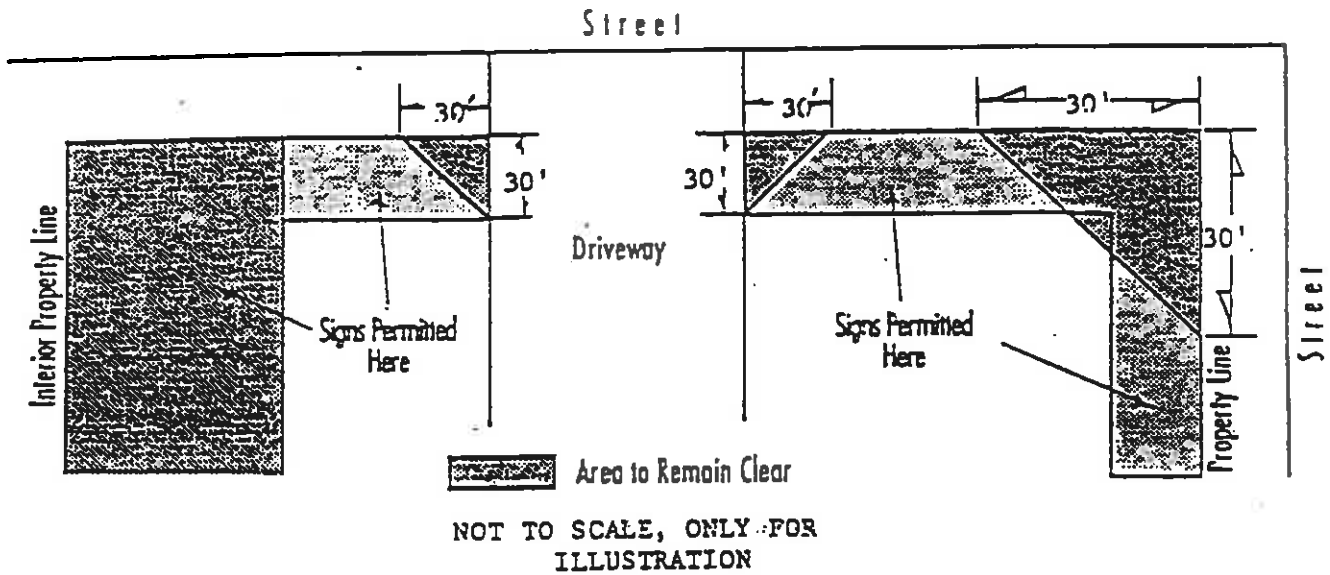
XVIII EXCEPTIONS AND USE PERMITS

The Town of Camp Verde realizes that signs are a critical component to every successful business and that the nature of signs is different from that of a building or structure. For this reason, use permits for signs other than those specifically listed in this chapter are not authorized. However, exceptions from the Sign Code which will not grant a special privilege enjoyed by other properties or businesses in the area may be processed with the Board of Adjustments according to the following criteria:

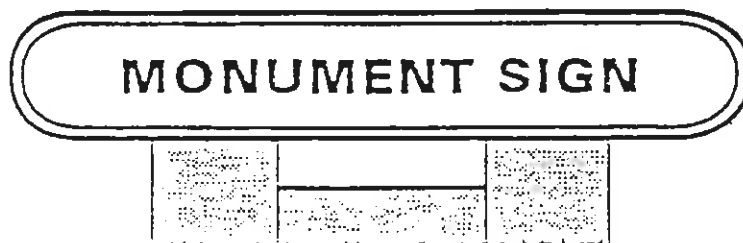
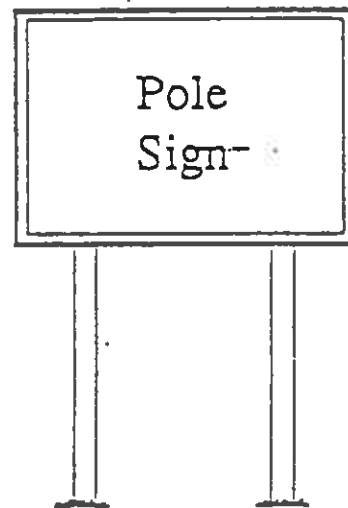
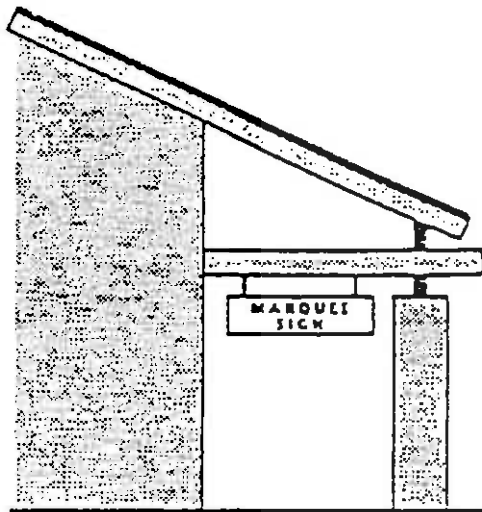
- A. The freestanding or wall mounted sign location, based upon unusual size, shape or topography or natural conditions imposed on the property, which were not man made, renders the sign not visible to the traveling public on the adjacent roadway.
- B. The wall mounted sign is located on a building which is located a distance longer than three times the required setback of the zoning district classification and the sign would not be visible to the traveling public on the adjacent roadway.

Visual Clearance Area

Guidelines for Determining Sign Setbacks

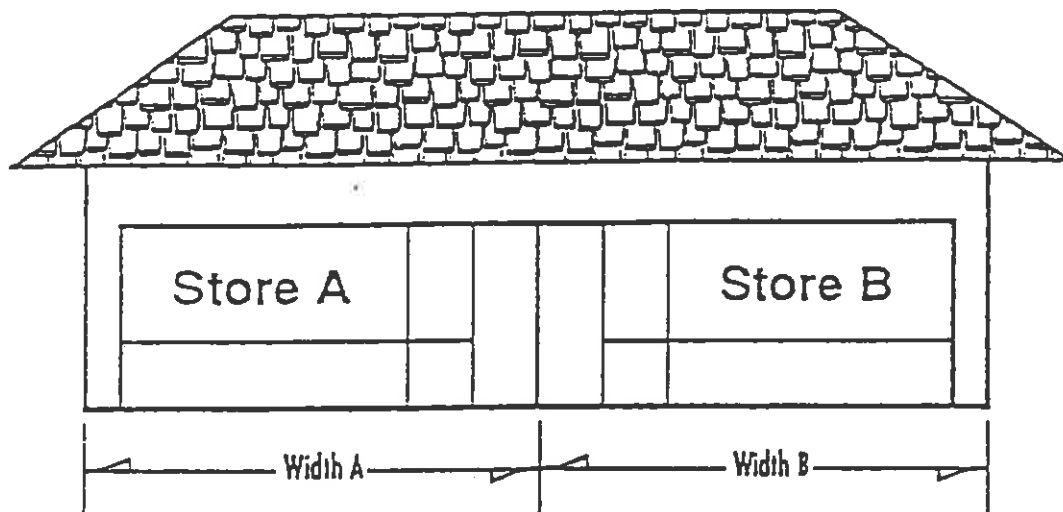


Types of Signs



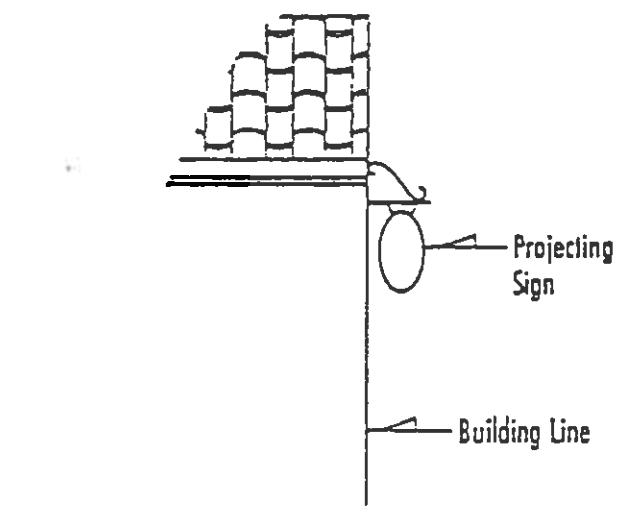
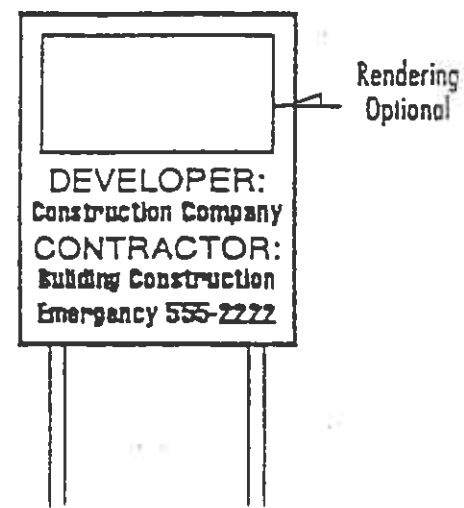
SECTION R: SIGN FIGURES

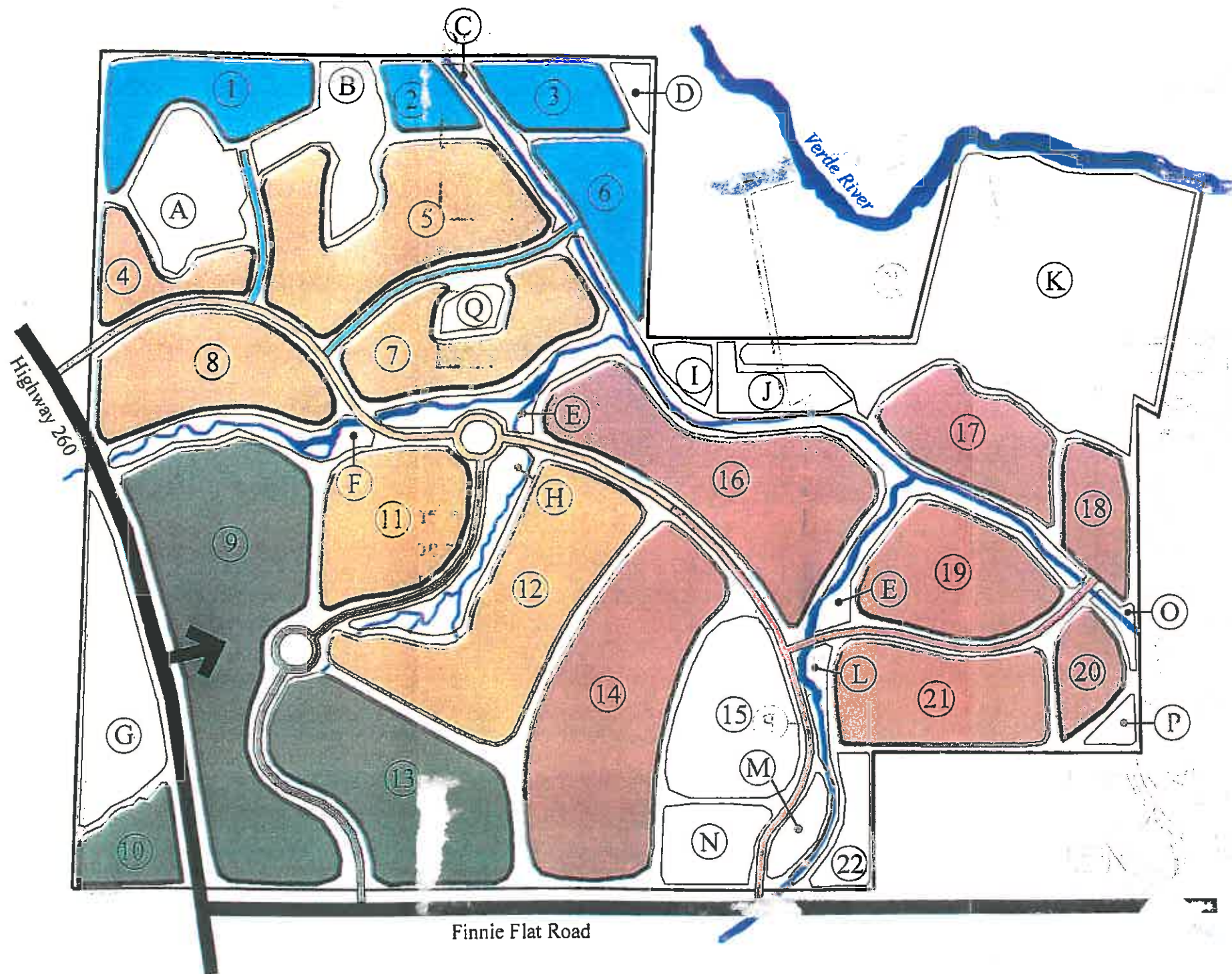
Sign Area Calculations



Types of Signs

Projecting Sign

Construction Sign
Commercial or Industrial



Legend

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- X Parcel Description

Note: Refer to Exhibit C-1, Proposed Land Use Plan for additional information on the proposed land use of the site.

Exhibit P

Tentative Phasing Plan

The Homestead at Camp Verde • Camp Verde, Arizona

Harvard Investments, Inc.
2425 E. Camelback Rd., Suite 900 Phoenix, AZ 85016

Design is conceptual in nature only. Final design, sizes, classifications, and locations may change prior to the filing of the preliminary plat and acceptance by the Town of Camp Verde.

