

ORIGINAL

NEW APPLICATION



0000061240

RECEIVED

BEFORE THE ARIZONA CORPORATION COMMISSION

1  
2  
3  
4  
5  
6  
7

JEFF HATCH-MILLER  
Chairman  
WILLIAM MUNDELL  
Commissioner  
MARC SPITZER  
Commissioner  
MIKE GLEASON  
Commissioner  
KRISTIN K. MAYES  
Commissioner

2006 SEP -11 P 4:42

Arizona Corporation Commission

AZ CORP COMMISSION  
DOCUMENT CONTROL

DOCKETED

SEP 01 2006

DOCKETED BY *MLL*

8  
9  
10  
11  
12

IN THE MATTER OF THE  
APPLICATION OF MINGUS  
PANORAMA ESTATES HOMEOWNERS  
ASSOCIATION FOR AN  
ADJUDICATION OF "NOT A PUBLIC  
SERVICE CORPORATION" STATUS

DOCKET NO. W-20477A-06-0558

MINGUS PANORAMA ESTATE  
HOMEOWNERS ASSOCIATION'S  
APPLICATION FOR AN  
ADJUDICATION NOT A PUBLIC  
SERVICE CORPORATION

13  
14  
15  
16  
17  
18  
19  
20

PURSUANT TO A.A.C. R14-3-106 (F) of the Arizona Corporation Commission's (the "Commission") Rules of Practice and Procedure, Mingus Panorama Estates Homeowners Association (the "Association"), by and through undersigned counsel, submits this Application and the attached appendices (incorporated herein by reference) in support of a determination by the Commission that the Association will not be a public service corporation in connection with providing the domestic water service to persons owning real property within the Mingus Panorama Estates subdivision.

21  
22  
23  
24  
25  
26

**I. IDENTITY AND NATURE OF APPLICANT**

The Association is a non-profit homeowners' association that has been formed for the purpose of representing homeowners who will be residing in a subdivision known as Mingus Panorama Estates ("MPE"), located in Yavapai County, Arizona. Attached hereto as **Exhibit A** is a copy of the Association's Articles of Incorporation (the "Articles") which were filed with the Commission on July 27, 2006. As indicated in the Articles, the

1 Association's purposes and responsibilities include the ownership, operation and  
2 maintenance of a domestic water system which will serve persons residing within MPE.  
3 Also attached hereto as **Exhibit B** is a copy of the current By-Laws of the Association.

4 For purposes of this Application, the Association's management contact name,  
5 address and telephone number are as follows:

6 Clara Mak, President  
7 Mingus Panorama Estates Homeowners Association  
8 350 Shadow Rock Drive  
9 Sedona, Arizona 86336

9 The name, address and telephone number of the Association's legal representatives are as  
10 follows:

11 Patrick J. Black  
12 Fennemore Craig, P.C.  
13 3003 N. Central Avenue, Suite 2600  
14 Phoenix, Arizona 85012-2913

## 14 **II. REQUISITE SUPPORT FOR REQUESTED RELIEF**

15 The sale of residential lots in MPE has not commenced. Consequently, present  
16 membership of the Association is represented by its Board of Directors. Attached hereto  
17 as **Exhibits C and D** are copies of an Action By Unanimous Written Consent of the  
18 Directors of Mingus Panorama Estates Homeowners Association and a Certificate of  
19 Resolution approving this request for an adjudication of non-jurisdictional status.

20 Mingus Panorama Estate, L.L.C., an Arizona corporation (the "Developer") is the  
21 current owner of the real property comprising MPE. The Developer also fully supports  
22 the requested relief which is the subject of this Application. In that regard, attached as  
23 **Exhibit E** is a letter from the Developer in support of this Application.

## 24 **III. DESCRIPTION OF MINGUS PANORAMA ESTATES**

25 MPE will be a private community in an unincorporated area within Yavapai  
26 County, Arizona. Development of the subdivision will be governed by and subject to a

1 Declaration of Covenants, Conditions and Restrictions for MPE (the CC&Rs"). A copy  
2 of the proposed CC&Rs is attached as **Exhibit F**. The private community will consist of  
3 no more than sixty-nine (69) residential lots and several common areas. As indicated in  
4 Section 3.23 of the CC&Rs, no residential lot may be further subdivided or separated into  
5 multiple smaller lots (i.e., "lot splitting), nor shall any lots be added or annexed into the  
6 property.

7 As previously indicated, the Developer is the current owner of the real property of  
8 which MPE is comprised, and will be the developer of MPE. A legal description of MPE  
9 is attached hereto as **Exhibit G**. Also attached as **Exhibit H** is a copy of the subdivision  
10 final plat depicting the exterior boundaries of MPE, as well as the configuration of the  
11 sixty-nine (69) residential lots located therein. The final plat has been submitted to  
12 Yavapai County for approval by the Board of Supervisors. MPE is not located within or  
13 adjacent to the certificated service area of any public service corporation or other  
14 municipal water provider that provides domestic water service.

15 As discussed in more detail below in Section V of this Application, water service  
16 to MPE lots and common areas will be provided by a domestic water system to be owned,  
17 operated and maintained by the Association. In that regard, the physical assets of the  
18 system will be located within the boundaries of MPE. Thus, the boundaries of the service  
19 area are and will continue to be fixed and cannot be expanded. MPE is completely  
20 surrounded by United States Forest Service Land.

#### 21 **IV. MEMBERSHIP IN THE ASSOCIATION**

22 The Articles provide that membership in the Association shall be limited to persons  
23 who own residential lots in MPE. Furthermore, the CC&Rs require that every residential  
24 lot owner shall be a member of the Association. Thus, membership in the Association is  
25 both limited to and required of owners of residential lots in MPE. Pursuant to Section 2.2

26

1 of the CC&Rs, water service provided by the domestic water supply system is to be  
2 owned, operated and maintained by the Association.

3 Article V of the CC&Rs describes the manner in which the members of the  
4 Association shall exercise their right to vote as members. The intent of this provision is to  
5 provide each owner of a residential lot within MPE with equal voting power in connection  
6 with the ownership, operation and maintenance of the water system, including the  
7 establishment from time to time of rates, charges, and conditions of service, consistent  
8 with the best interests of the Association as a whole.

9 **V. DESCRIPTION OF PROPOSED WATER SERVICE SYSTEM**

10 The contemplated domestic water system has been designed by Murphy  
11 Engineering of Show Low, Arizona. Attached hereto as **Exhibit I** is a copy of the  
12 application to the Arizona Department of Environmental Quality (ADEQ) for Approval to  
13 Construct the Water supply system, dated July 26, 2006. It is anticipated that the  
14 Approval to Construct the water service system will be issued within the next ninety (90)  
15 days. A copy of the approval will be filed with the Commission as a late-filed exhibit to  
16 this Application as soon as it is received. In the interim, the Association respectfully  
17 requests that the Commission and its Staff continue to process this Application.

18 Attached hereto as **Exhibit J** is a copy of the engineering plans for the water  
19 system. As provided in Section 2.2 of CC&Rs, the Developer will construct the domestic  
20 water supply system. Ownership of the system assets will be transferred to the  
21 Association by means of a written agreement. An Agreement between the Developer and  
22 the Association, which evidences the Developer's intent to convey the domestic water  
23 supply system to the Association upon completion of construction, is attached hereto as  
24 **Exhibit K.**

25  
26

1 The Association's water system will receive its supply of potable water from one  
2 groundwater well drilled within the boundaries of the MPE.<sup>1</sup> The Association's water  
3 system and the underlying hydrologic analysis are further analyzed in the Phase III  
4 Drainage Design Hydrologic Report dated July 2006, prepared by SEC, Inc. ("the  
5 Hydrology Report"). The Hydrology Report is lengthy and includes several colored maps  
6 and illustrations. To reduce paperwork, only the main text of the Hydrology Report is  
7 attached hereto as **Exhibit L**.

8 The Hydrology Report has been submitted to the Arizona Department of Water  
9 Resources (ADWR) as an attachment to an Application for an Analysis of Water  
10 Adequacy (the "Water Report Application"). The Water Report Application, which was  
11 filed with ADWR on August 2, 2006, is attached hereto as **Exhibit M** (lengthy  
12 attachments to the Water Report Application, such as the Hydrology Report currently  
13 under review by ADWR staff, are not included).

14 The Water Adequacy Report will be issued following the issuance of a decision on  
15 this Application. The Report will then be submitted to the Arizona Department of Real  
16 Estate for purposes of disclosure in the subdivision Public Report.

17 MPE does not lie within an active management area and therefore a 100-year  
18 assured water supply certificate is not required under state law.

19 **VI. COMPLIANCE WITH POLICY DIRECTIVES**

20 This Application has been filed in advance of any residential lots in MPE being  
21 sold and before construction of the completed domestic water system. Nonetheless,  
22 Applicant believes that the information submitted with this Application satisfies both the  
23 spirit and substance of the criteria set forth in the Commission's May 7, 1987, policy  
24 directive set forth in Decision No. 55568.

25 \_\_\_\_\_  
26 <sup>1</sup> The Town of Cornville has no municipal boundaries and the property is located in an  
unincorporated area of Yavapai County.

1           First, this Application has been filed by a non-profit homeowners' association.

2           Second, this Application represents a *bona fide* request by the Association's Board  
3 of Directors. Because there have not been any residential lot sales as of the date of this  
4 Application, there are no individual members of the Association and the Board of  
5 Directors is acting in their stead. Additionally, this Application has the unqualified  
6 support of the Developer, the owner of the real property from which all of the individual  
7 residential lots will be made.

8           Third, the domestic water supply system will be owned by the Association  
9 pursuant to the written agreement between the Association and the Developer.

10          Fourth, every residential customer of the water system will be a member of the  
11 Association and thereby an owner of the water system, with equal voting rights regarding  
12 the ownership, operation and maintenance of the water system. Such governance rights  
13 will also include an equal voice with regard to the establishment of rates and charges from  
14 time to time, and the determination of conditions of service. Moreover, each member of  
15 the Association must be a customer of the water system, and the water system will only  
16 serve members of the Association.

17          Fifth, the water service area involved encompasses a fixed territory, namely the  
18 interior boundaries of MPE, and no further lots shall be added to the subdivision. The  
19 boundaries are fixed because the subdivision is surrounded by the United States Forest  
20 land. The service area is not within or adjacent to the service area of either a municipal  
21 utility or public service corporation. Furthermore, Arizona Water Company has declined  
22 to extend its Certificate of Convenience and Necessity ("CC&N") to provide service to  
23 MPE. See attached **Exhibit N**.

24          Sixth, the CC&Rs evidence a prohibition against further subdivision or lot-splitting  
25 by individual residential lot purchasers.

26



1 ORIGINAL and 13 copies filed this 1st day of September, 2006:

2 Docket Control  
3 Arizona Corporation Commission  
4 1200 West Washington Street  
Phoenix, Arizona 85007

5 COPY sent via regular mail  
6 this 1st day of September, 2006 to:

7 Reginald Lopez  
8 Arizona Corporation Commission  
400 West Congress  
9 Tucson, Arizona 85701-1347

10 COPY hand-delivered  
11 this 1st day of September, 2006 to:

12 Steve M. Olea  
13 Assistant Director  
14 Utilities Division  
15 Arizona Corporation Commission  
1200 West Washington  
16 Phoenix, Arizona 85007

17 By: *Maria Sanjoe*

18 1828484

19  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT LIST**

- Exhibit A Articles of Incorporation
- Exhibit B By-Laws
- Exhibit C Action by Unanimous Written Consent
- Exhibit D Certificate of Resolution
- Exhibit E Letter from Mingus Panorama Estate, L.L.C.
- Exhibit F Declaration of Covenants, Conditions and Restrictions for Mingus Panorama Estates Homeowners Association
- Exhibit G Warranty Deed and Legal Description of MPE
- Exhibit H MPE subdivision final plat
- Exhibit I Application for Approval to Construct water supply system
- Exhibit J Engineering Plans for the water system
- Exhibit K Agreement between Mingus Panorama Estate, L.L.C. and Mingus Panorama Estates Homeowners Association
- Exhibit L Hydrology Report (main text only)  
(The Town of Cornville has no municipal boundaries and the property is located in an unincorporated area of Yavapai County.)
- Exhibit M Application for a Water Adequacy Report
- Exhibit N Letter from Arizona Water Company

A

JUL 27 2006

01674384

**ARTICLES OF INCORPORATION**

FILE NO. 1301507-7

**MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION**

Pursuant to Title 10, Chapters 24-40 of the Arizona Revised Statutes, the undersigned hereby adopt the following Articles of Incorporation.

**ARTICLE I - NAME**

The name of the corporation is Mingus Panorama Estates Homeowners Association, herein called the "Association".

**ARTICLE II - NONPROFIT CORPORATION**

The Association is organized as a nonprofit Association pursuant to Title 10, Chapters 24-40, of the Arizona Revised Statutes. The Association shall have no stock, and no dividends or pecuniary profits shall be declared or paid to its members, directors or officers. All income and earnings of the Association shall be used to further the purposes and objectives of the Association. Nothing contained herein, however, shall prohibit payments by the Association to members, directors or officers as reasonable compensation or reimbursement for services rendered to the Association.

**ARTICLE III - DEFINED TERMS**

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Mingus Panorama Estates to be recorded hereafter in the Official Records of Yavapai County Recorder, Yavapai County, Arizona, as such Declaration may be amended from time to time.

**ARTICLE IV - KNOWN PLACE OF BUSINESS**

The Association's principal place of business is located at 350 Shadow Rock Drive, Sedona, Arizona 86336, but other offices may be established and maintained at such other places as the Board of Directors may designate from time to time.

**ARTICLE V - PURPOSE, POWERS AND DUTIES**

The primary business, object and purpose of the Association is provide for the management, maintenance, and improvement of the property owned or operated by the Association, and to perform all duties and exercise all rights imposed on or granted to the Association by the Project Documents. In addition, subject to the provisions of the Project Documents, the Association shall have and may exercise any and all of the powers, rights and privileges now or hereafter

granted to nonprofit Associations by Title 10, Chapters 24-40, of the Arizona Revised Statutes, as the same may be amended or revised.

**ARTICLE VI- MEMBERSHIP AND VOTING RIGHTS**

The Association shall have members. The membership of the Association shall consist exclusively of all of the Owners of Lots. All Owners of Lots shall be mandatory Members of the Association, and no Member shall have the right to resign as a Member of the Association. By acquiring fee title to or otherwise becoming the Owner of a Lot, a Person consents to becoming a Member of the Association. As provided in the Project Documents, initially, there will be two classes of Membership in the Association. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Project Documents. The provision of the Declaration pertaining to classes of Membership and the voting rights of the Members are incorporated in these Articles of Incorporation by reference.

**ARTICLE VII – BOARD OF DIRECTORS**

The control and management of the affairs of the Association shall be vested in a Board of Directors, members of which shall be considered as the Board of Directors under the Project Documents, consisting of two (2) Directors. The names and addresses of the initial Members are as follows:

Clara Y. Mak  
350 Shadow Rock Drive  
Sedona, Arizona 86339

Kurt Wuersch  
350 Shadow Rock Drive  
Sedona, Arizona 86336

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the bylaws is reserved to the Members except that (i) the Board, so long as there is a Class B Membership, may amend the Bylaws without a vote of the Members, and (ii) the Declarant, so long as there is a Class B Membership, and thereafter the Board, without a vote of the Members and without the consent of any First Mortgagee, may amend the Bylaws in order to conform then Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law or requested by the Declarant or the Association.

**ARTICLE VIII - OFFICERS**

The affairs of the Association shall be administered by officers elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members of the Association, or at other meeting called for such purpose. The officers shall consist of a President, Vice-President, Secretary, Treasurer and other officers as required, each of which shall serve at the pleasure of the Board of Directors.

The following persons shall be the initial officers of the Association and shall hold the positions opposite his or her name until his or her successors have been elected and qualify:

Clara Y. Mak	President
Kurt Wuersch	Vice President
Kurt Wuersch	Secretary
Clara Y. Mak	Treasurer

**ARTICLE IX - NO PERSONAL LIABILITY**

The directors, officers and members of the Association shall not be individually liable for the Association's debts or other liabilities. The private property of such individuals shall be exempt from any corporate debts or liabilities. A director of the Association shall not be personally liable to the Association or its members, if any, for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association or its members, if any, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the Arizona nonprofit corporation act as it may be amended from time to time, or (iv) for any transaction from which the director derived any improper personal benefit. If the Arizona Revised Statutes are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Arizona Revised Statutes, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

**ARTICLE IX - INDEMNIFICATION**

The Association shall indemnify any Person, including without limitation, past or present director, officer or committee member, Member, employee or agent made a party to any civil suit or criminal, administrative or investigative action, other than action by or in the right of the Association, by reason of the fact that he is or was a director, officer, committee member, Member, employee or agent of the Association against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred

by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed (i) in the case of conduct in an official capacity with the Association, that the conduct was in its best interests, (ii) in all other cases, that the conduct was at least not opposed to its best interests, and (iii) in the case of any criminal action or proceeding, that he had no reasonable cause to believe the conduct was unlawful; provided that the Board of Directors shall determine in good faith that such Person did not act, fail to act, or refuse to act, willfully or with gross negligence or with fraudulent or criminal intent with regard to the matters involved in this action. Any indemnification of any past or present director, officer or committee member, Member, employee or agent shall be governed by and made in accordance with the provisions of the Arizona Revised Statutes, as so amended. Any repeal or modification of this Article IX shall be prospective only and shall not adversely affect, defeat or limit the right of any Person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

**ARTICLE X – AMENDMENT**

These Articles may be amended by Members who own not less than seventy-five percent (75%) of the total authorized votes entitled to be cast by Members of the Association; provided, however, that the Declarant, so long as there is a Class B Membership, and thereafter the Board, without a vote of the Members and without the consent of any First Mortgage, may amend these Articles in order to conform these Articles to the requirements or guidelines of the First Mortgagee, may amend the Bylaws in order to conform then Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law or requested by the Declarant or the Association. So long as the Declarant owns any Lot or any other property within the Project, any amendment to these Articles must be approved in writing by the Declarant.

**ARTICLE XI – DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by Members representing not less than two-thirds (2/3rds) of the authorized votes in each class of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purpose similar to those for which this Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose. So long as the Declarant owns any Lot or any other property within the Project, any amendment to these Articles must be approved in writing by the Declarant.

**ARTICLE XII – ASSESSMENTS AND FEES**

Each Member shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the Project Documents.

**ARTICLE XII – DURATION**

The Association shall exist perpetually.

**ARTICLE XIII - INCORPORATOR**

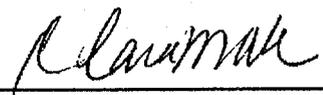
The name and address of the sole incorporator is:

Clara Y. Mak  
350 Shadow Rock Drive  
Sedona, Arizona 86336

**ARTICLE XIV- STATUTORY AGENT**

The Association hereby appoints Adrienne C. Hanley of 2155 West Highway 89A, Suite 202, Sedona, Arizona 86336 as the statutory agent of the Association. The Board of Directors may, at any time, appoint another agent for such purpose, and filing of such other appointment shall revoke this or any other previous appointment of such agent.

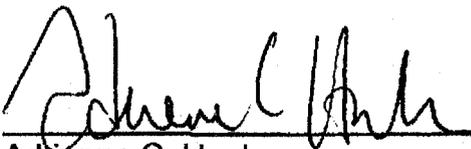
IN WITNESS WHEREOF, the undersigned has caused these Articles of Incorporation to be executed as of the 25<sup>th</sup> day of July, 2006.

  
\_\_\_\_\_  
Clara Y. Mak

**CONSENT OF STATUTORY AGENT**

The undersigned hereby certified that consent is given to act as statutory agent for this Association.

Dated: July 25, 2006

  
\_\_\_\_\_  
Adrienne C. Hanley

ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington  
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress  
Tucson, Arizona 85701-1347

NONPROFIT  
CERTIFICATE OF DISCLOSURE  
A.R.S. Section 10-3202.D.

Mingus Panorama Estates  
Homeowners Association

EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
    - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
    - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
    - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_ No X

B. IF YES, the following information MUST be attached:

- |   |  |
|---|--|
| 1. Full name and prior name(s) used.                        | 6. Social Security number.   |
| 2. Full birth name.   | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case. |
| 3. Present home address.                                    |  |
| 4. Prior addresses (for immediate preceding 7-year period). |  |
| 5. Date and location of birth.                              |  |

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any other corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes \_\_\_ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- |   |   |
|---|---|
| 1. Name and address of the corporation.   | 4. Dates of corporate operation.  |
| 2. Full name, including alias and address of each person involved.  | 5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case. |
| 3. State(s) in which the corporation: <ol style="list-style-type: none"> <li>(a) Was incorporated.</li> <li>(b) Has transacted business.</li> </ol> |   |

D. The fiscal year end adopted by the corporation is 06/30

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Clara Y. Mak DATE 7/25/2006  
TITLE President

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

BY Clara Y. Mak DATE 7/25/2006  
TITLE President

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

B

**BYLAWS  
OF  
MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION  
ADOPTED AUGUST 15, 2006**

WHEREAS, Mingus Panorama Estates Homeowners Association (the "Association") was incorporated as a nonprofit corporation in the State of Arizona on July 27, 2006.

WHEREAS, Arizona Revised Statutes §10-3101, *et seq.* and the Articles of Incorporation vest the authority to adopt initial bylaws in the Board of Directors; and

WHEREAS, the Board of Directors unanimously adopted on August 15, 2006, these Bylaws as set forth herein.

NOW THEREFORE, the Bylaws of the Association are hereby adopted in their entirety as follows:

**Article I  
Name and Location of Association**

**Section 1.1 Name.** The name of the Association is Mingus Panorama Estates Homeowners Association.

**Section 1.2 Principal Office.** The principal office of the Association in the State of Arizona is currently located at 350 Shadow Rock Drive, Sedona, Arizona 86336. The Association may change the location of its principal office as the Board of Directors may determine or as the affairs of the Association may require.

**Article II  
Reference to Declaration**

**Section 2.1 Reference to Declaration.** Reference is made to the certain Declaration of Covenants, Conditions, Restrictions and Easements for Mingus Panorama Estates Homeowners Association recorded on \_\_\_\_\_, 2006 as Instrument No. \_\_\_\_\_ in the Official Records of Yavapai County, Arizona, (the "Declaration"). Unless otherwise defined in these Bylaws, all capitalized words and phrases shall have the meanings set forth in the Declaration.

**Article III  
Purpose**

**Section 3.1 Purpose.** The primary purpose of the Association is to serve as the governing body for the Owners of Lots and to fulfill such obligations and exercise such rights as are given by statute and the Project Documents, as they may hereafter be amended.

## **Article IV Membership**

**Section 4.1 Qualification.** Membership in the Association shall be limited to Owners of Lots.

**Section 4.2 Voting Rights.** The Association shall have two classes of voting membership, as provided in Section 5.7 of the Declaration.

**Section 4.3 Good Standing.** If a Member otherwise entitled to vote is delinquent in the payment of periodic or special assessments, fines, penalties, interest, late charges, transfer fees, refinance fees, costs of collection, lien fees, attorneys' fees or other monies owed to the Association or is not in compliance with the terms of the Association's Project Documents, the Board of Directors may, in its sole discretion, certify that such Member is not in good standing and such Member's right to vote shall be suspended until the delinquency, breach or violation is paid in full, cured or corrected.

**Section 4.4. Transfer of Membership.** Membership in the Association is inextricably and irrevocably connected with ownership of a Lot and may not be transferred independently of such ownership.

## **Article V Meetings of Members**

**Section 5.1 Annual Meeting.** An annual meeting of the Members of the Association shall be held at least once every twelve (12) months at a date and time determined by the Board of Directors for the purpose of electing or announcing the results of the election of Directors and transacting such other business as may properly come before the meeting.

**Section 5.2 Special Meetings.** Special meetings of the Members may be called by the President, the Board of Directors, or by the written request signed by Members having at least one-fourth (1/4<sup>th</sup>) of the total authorized votes in the Association. The close of business on the thirtieth (30<sup>th</sup>) day before delivery of the demand or demands for a special meeting shall be the record date for the purpose of determining whether the demand for the special meeting has been signed by Members having at least one-fourth (1/4<sup>th</sup>) of the total authorized votes in the Association.

**Section 5.3 Record Date.** For any meeting of the Members, the Board of Directors may fix a date not more than fifty (50) nor less than ten (10) days before the date of such meeting, as a record date for the determination of the Members of record entitled to vote at such meeting. If a record date has not been fixed in advance of a meeting as provided herein, the time of commencement of the meeting shall be deemed the record date.

**Section 5.4 Place of Meeting.** Meetings of the Members shall be held in Yavapai County, Arizona, at a suitable place designated by the Board of Directors.

**Section 5.5 Notice of Meetings.** Written notice stating the place, day and hour of the annual meeting of Members or a special meeting of Members shall be hand delivered or delivered by first-class US Mail to all Members, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the Secretary. The notice of the meeting shall be deemed to be delivered when left with a person of suitable age and discretion at the address that appears on the records of the Association or when deposited, postage prepaid, in the United States Mail and addressed to the Member at the address that appears on the records of the Association. In the case of special meetings, the purpose for which the special meeting is called, including the general nature of any proposed amendment to the Project Documents, changes in Assessment that require approval of the Members and any proposal to remove a director of the Association, shall be stated in the notice and no business shall be transacted at such special meeting except as stated in the notice. A Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the mater at the time it is presented.

**Section 5.6 Quorum.** Except as otherwise provided in the Project Documents, the presence in person, by absentee ballot, or by proxy, if allowable, at a properly noticed meeting of Members entitled to cast one-tenth (1/10<sup>th</sup>) of the total authorized votes in the Association shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time until a quorum shall be present.

**Section 5.7 Proxies.** Prior to the Transition Date, at any meeting of Members, any Member entitled to vote may vote by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. Proxies may be granted in favor of only another Member, the granting Member's attorney, the lessee of a granting Member's Lot, the Secretary of the Association or the Board of Directors. Proxies shall be duly executed in writing and shall be valid only for the particular meeting designated therein or any adjournment thereof. All proxies must be filed with the Secretary prior to the commencement of the meeting for which they are given. Proxies shall be deemed revoked only upon the appearance in person of the Member granting a proxy at the meeting for which the proxy was granted or upon the actual receipt by the person presiding over the meeting of a notice of revocation signed by the Member who granted the proxy. After the Transition Date, in accordance with §33-1812, no vote may be cast pursuant to a proxy.

**Section 5.8 Absentee Ballots.** The Association shall provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Any action taken at an annual, regular or special meeting of the Members

shall comply with all of the following if absentee ballots are used: the absentee ballot (i) shall set forth each proposed action; (ii) shall provide an opportunity to vote for or against each proposed action; (iii) is valid for only on specified election or meeting or the Members and expires automatically after the completion of the election or meeting; (iv) specifies the time and the date by which the ballot must be delivered to the Board of Directors in order to be counted, which shall be at least seven (7) days after the date that the Board delivers the unvoted absentee ballot to the Member; and (v) does not authorize another person to cast votes on behalf of the Member. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

**Section 5.09 Manner of Acting.** A majority of the votes entitled to be cast on a matter to be voted upon by the Members present, by absentee ballot, or represented by proxy, if permissible, at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by statute, the Declaration or these Bylaws.

**Section 5.10 Minutes.** Minutes shall be taken at all meetings of Members. Copies of the minutes shall be available for inspection at the office of the Association by Members and Directors at all reasonable times.

**Section 5.11 Non-cumulative Voting.** All voting shall be done on a non-cumulative basis.

## **Article VI Board of Directors**

**Section 6.1 Powers and Duties.** The affairs of the Association shall be managed by its Board of Directors. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not required by the Declaration, statute or these Bylaws to be exercised or done by the Members. In addition to the powers and duties granted and imposed by statute and the Project Documents, the powers and duties of the Board of Directors shall include, but are not limited to, the following:

- (A) Open bank accounts on behalf of the Association and designate the signatories thereon;
- (B) To make, or contract for the making of repairs, additions to, improvements to or alterations of the Common Area and Areas of Association Obligation, in accordance with the Project Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (C) To own, maintain and otherwise manage all of the Common Area and Areas of Association Obligation; to pay all taxes and assessments, if any,

which may properly be levied against the Common Area and Areas of Association Obligation; to repair, rehabilitate, and restore the Common Area and Areas of Association Obligation; and to insure the Common Area and Areas of Association Obligation against such risks as the Board of Directors shall determine in accordance with the Project Documents;

- (D) To own, maintain, manage, lease, sell or otherwise dispose of any personal and real property acquired by the Association in lieu of foreclosure or trustee's sale or through attachment, foreclosure, Sheriff's sale, Trustee's sale, tax sale, redemption or any other judicial, quasi-judicial, bankruptcy or regulatory action and all facilities, structures, buildings, fixtures, landscaping and other improvements located thereon; to pay all taxes and assessments, if any, which may properly be levied against such property; to repair, rehabilitate, and restore such property; and to insure such property against such risks as the Board of Directors shall determine;
- (E) To purchase, lease, acquire, own, maintain, manage, sell or otherwise dispose of Association Property; to pay all taxes and assessments, if any, which may properly be levied against Association Property; and to insure Association Property against such risks as the Board of Directors shall determine;
- (F) To do all things necessary to carry out and enforce the terms and provisions of the Project Documents and to do all things and acts, including the payment of all maintenance, operating and other costs, which in the sole discretion of its Board of Directors shall be deemed to be in the best interest of the Members of the Association or for the peace, comfort, safety, or general welfare of the Members of the Association, all in accordance with the Project Documents;
- (G) To enter into agreements with third parties authorizing such parties to carry on any activities which might legally be carried on by the Association and delegated by the Association to third parties;
- (H) To engage the services of a manager or managing agent who shall manage and operate the Property for all of the Members upon such terms, for such compensation and with such authority as the Board of Directors may approve;
- (I) To appoint committees of the Board of Directors and to delegate to such committees the authority to carry out certain duties of the Board of Directors, to the extent permitted by statute and the Project Documents law;

- (J) To estimate the amount of the annual budget; to provide the manner and time of assessing and collecting from the Owners the Assessments provided for in the Project Documents;
- (K) To promulgate such rules and regulations pertaining to the use and occupancy of the Property and the personal conduct of the Members and their family members, guests, lessees and invitees thereon as may be deemed proper and which are consistent with the Declaration;
- (L) To enforce, by suit or otherwise, the terms and provisions of the Project Documents;
- (M) To establish and maintain working capital, reserve and contingency accounts in an amount to be determined by the Board of Directors;
- (N) To lend or invest its working capital and reserves with or without security;
- (O) To obtain, for the benefit of all of the Property, all water, sewage, gas and electric services and refuse collection, and to grant easements when necessary for utilities, sewer facilities and CATV over the Property;
- (P) Levy and collect Assessments as provided in the Declaration;
- (Q) To establish, levy, collect and enforce by any lawful means a schedule of fines, penalties, transfer fees, refinance fees, administrative charges, late charges, interest, and costs of collection;
- (R) To do all other acts and things required by applicable law or statute or authorized in the Declaration but not explicitly set out above;
- (S) In general to do and perform such acts and things and to transact such business in connection with the foregoing objects and purposes as may be necessary or appropriate.

**Section 6.2 Number and Qualifications of Directors.** The number of Directors of the Association shall not be less than three (3) nor more than seven (7) as determined by the Board of Directors. If the number of Directors is reduced, all Directors whose terms have not yet expired and who are in good standing shall be allowed to serve the balance of their terms. Until the termination of the Class B Membership, the directors need not be Members of the Association. After the termination of the Class B Membership, all Directors must be Members in good standing of the Association in accordance with the provisions of Section 4.3 of these Bylaws, but need not be residents of the State of Arizona. If an Owner is a corporation, partnership or trust, an officer, partner, trustee or beneficiary of such owner may serve as a Director. If a Director shall fail to meet the qualifications of good standing or

Membership at any time during his or her term, he or she will thereupon cease to be a Director and his or her place on the Board shall be deemed vacant.

**Section 6.3 Terms and Term Limitation.** Directors shall be elected to and shall serve staggered two-year terms as follows: One-half of the number of Directors (or as close to one-half as is possible if there are an uneven number of Directors) shall be elected at each annual meeting, or each year if voting is conducted by mail, for two-year terms. All elections and appointments of Directors under these Bylaws shall be made in a manner to preserve the staggering of terms contemplated hereby. No Director shall serve more than three (3) consecutive terms, or portions thereof.

**Section 6.4 Regular Meetings.** A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place for additional regular meetings of the Board.

**Section 6.5 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any convenient place and time as the place and time for holding any special meeting of the Board of Directors called by them.

**Section 6.6 Teleconference Meetings.** Meetings of the Board of Directors may be held by telephone conference or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation at such meeting shall constitute presence in person at the meeting.

**Section 6.7 Notice.** Notice of any special meeting of the Board of Directors shall be given to Directors at least three (3) days prior thereto by written notice delivered personally or sent by mail or facsimile to each Director at his or her address or facsimile number as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States Mail in a sealed envelope so addressed. If notice is given by facsimile, such notice shall be deemed to be delivered when the notice is transmitted to a telecopier to which the sender has reason to believe the Director has access. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or by these Bylaws.

**Section 6.8 Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**Section 6.9 Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by law or by the Project Documents.

**Section 6.10 Attendance at Meetings.** If any Director fails to attend three (3) or more successive meetings of the Board, including special meetings of which such Director has been given notice as provided in Section 6.7 of these Bylaws, or misses four (4) or more meetings out of six (6) successive meetings of the Board, including special meetings of which such Director has been given notice as provided in Section 6.7 of these Bylaws, such Director shall, unless otherwise determined by two-thirds (2/3rds) of the Directors present at a meeting at which a quorum is present, be automatically removed as a Director.

**Section 6.11 Removal.** At any annual or special meeting of the Members duly called, any one or more of the Directors may be removed from the Board with or without cause by Members having more than two-thirds (2/3rds) of the votes entitled to be cast by the Members present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thereby created by a majority of the Members in attendance at the meeting. A Director so elected shall be selected for the full unexpired term of the Director removed. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting prior to the vote for removal.

**Section 6.12 Vacancies.** Except as provided in Section 6.11 of these Bylaws, any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum, at the next regular or special meeting of the Board. A Director appointed to fill a vacancy shall be appointed for the full unexpired term of his or her predecessor in office.

**Section 6.13 Compensation.** Directors shall not receive any compensation for their services as such. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing herein contained shall be construed to preclude a Director from serving the Association in any other capacity and receiving compensation therefor.

**Section 6.14 Open Meetings.** After the termination of the Class B Membership, notice of the time and place of all meetings of the Directors shall be given to all Members by mail, hand delivery, posting in a conspicuous place, publishing in a newsletter of general circulation to all Members, or by any other reasonable means as determined by the Board of Directors. Except as otherwise provided herein or by statute, all meetings of the Directors shall be open to all Members of the Association and Members shall be permitted to attend and listen to the deliberations and proceedings; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless expressly authorized to do so by a

vote of majority of the Directors present. The foregoing notwithstanding, any meeting or portion of a meeting of the Board of Directors may be closed if, and only if, the closed meeting or portion thereof is limited to consideration of the following:

- (A) Employment or personnel matters for employees of the Board of Directors or the Association;
- (B) Legal advice from an attorney for the Board of Directors or the Association;
- (C) Pending or contemplated litigation; or
- (D) Pending or contemplated matters relating to enforcement of the Association's Project Documents.

**Section 6.15 Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the Directors. Any such written consent shall be filed with the minutes of the proceedings of the Board.

## **Article VII Officers and Executive Director or Managing Agent**

**Section 7.1 Officers.** The officers of the Association shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. All officers of the Association must be Members in good standing of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

**Section 7.2 Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified.

**Section 7.3 Removal or Disqualification.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. Any officer who ceases to be a Member of the Association or who ceases to be in good standing shall be automatically removed from office.

**Section 7.4 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 7.5 Powers and Duties.** To the extent such powers and duties are not assigned or delegated to a Managing Agent pursuant to Section 7.7 of these Bylaws, the powers and duties of the officers shall be as follows:

**7.5.1 President.** The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, leases, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Declaration, these Bylaws or by statute to some other officer or agent of the Association.

**7.5.2 Vice President.** In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one (1) Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors.

**7.5.3 Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and, in general, perform all the duties to the office of Treasurer and such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give, at the Association's expense, a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**7.5.4 Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association records; keep a register of the post-office addresses of each Member which shall be furnished to the Secretary by such Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors.

**Section 7.6 Compensation.** No officer shall receive any compensation from the corporation for acting as such. However, any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing contained herein shall be construed to preclude an officer from serving the corporation in any other capacity, and receiving compensation therefor.

**Section 7.7 Managing Agent.** The Board of Directors may hire a Managing Agent at a compensation established by the Board of Directors. The Managing Agent may either be an employee of the Association, an independent professional management company, or an independent contractor. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may, but is not obligated to, delegate to the Managing Agent all of the powers granted to the Board of Directors or the officers of the Association by these Bylaws; provided, however, that the following powers may not be delegated to the Managing Agent:

- (A) To adopt the annual budget, any amendment thereto or to levy Assessments;
- (B) To adopt, repeal or amend Association Rules;
- (C) To designate signatories on Association bank accounts;
- (D) To borrow or lend money on behalf of the Association.

**Section 7.8 Management Agreement.** Any contract with the Managing Agent must provide that it may be terminated with or without cause and without payment of any penalty or termination fee on no more than thirty (30) days written notice. The term of any such contract may not exceed one (1) year.

## **Article VIII Committees of the Board**

**Section 8.1 Committees of Directors.** The Board of Directors shall establish an Architectural Committee and a Water System Committee, as provided in the Declaration. The Board of Directors may, by resolution adopted by a majority of the Directors in office, designate and appoint other standing or *ad hoc* committees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association, except that no such committee shall have the authority of the Board of Directors, in reference to amending, altering or repealing these Bylaws; electing, appointing or removing any Member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; authorizing the sale, lease, exchange or mortgage of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the

assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by the Declaration or by law.

## **Section 8.2 Architectural Committee.**

**8.2.1** The Architectural Committee shall consist of at least three (3) persons. None of the committee members shall be required to be an architect or to meet any other particular qualifications for membership. A committee member may, but need not, be an officer, Director or Member of the Association. The Board of Directors may increase the number of members on the Architectural Committee but the number of members must always be an odd number.

**8.2.2** It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the Declaration, to adopt Design Guidelines, and to perform other duties imposed upon it by the Declaration.

**8.2.3** The Architectural Committee may adopt, amend and repeal, by unanimous vote or written consent, Design Guidelines. The Design Guidelines shall interpret and implement the Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are required to be used within the Property.

**8.2.4** The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or other matter subsequently submitted for approval.

## **Section 8.3 Water System Committee.**

**8.3.1** The Water System Committee shall consist of at least three (3) Members of the Association. None of the committee members shall be required to be an hydrologist or to meet any other particular qualifications for membership. A committee member may, but need not, be an officer or Director of the Association. The Board of Directors may increase the number of members on the Water System Committee but the number of members must always be an odd number.

**8.3.2** It shall be the duty of the Water System Committee to consider and act upon any and all of the Domestic Water System Matters as defined in the Declaration, and to perform such other acts as provided in the Declaration.

**Section 8.4 Proceedings of Committees.** The provisions of these Bylaws, governing meetings, action without meetings and notice, waiver of notice, quorum and voting requirements of the Board also shall apply to committees and their members.

**Section 8.5 Alternate Members.** The Board may designate one or more directors as alternate members of any committee who may replace any absent member at any meeting of the committee.

**Section 8.6 Compensation.** Members of committees shall not be entitled to compensation for their services, unless approved by a majority of all of the Directors. However, any member of a committee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

## **Article IX Budget and Annual Assessments**

**Section 9.1 Annual Budget.** No later than thirty (30) days prior to the beginning of each fiscal year, the Board shall cause to be prepared an estimated annual budget for the upcoming fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year. To the extent that Assessment and other cash income collected from the Members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall be taken into account.

Common Expenses shall include, but shall not be limited to the following:

- (A) All expenses of the Board of Directors incurred for the administration of the Association;
- (B) Management fees;
- (C) All expenses for the operation, maintenance, repair, and replacement of the Association's Common Areas and Areas of Association Obligation;
- (D) Rent for equipment and facilities;
- (E) Taxes on Association property;
- (F) Insurance premiums on all policies of insurance obtained by the Board of Directors or the Association's Managing Agent;
- (G) Security expenses;
- (H) Working capital reserves;
- (I) General operating reserves;

- (J) Repair and replacement reserves;
- (K) Reserve for deficits accrued in prior years;
- (L) Utility expenses;
- (M) Fees payable to attorneys, accountants, bookkeepers, architects, engineers, construction managers and consultants;
- (N) All costs of carrying out the powers and duties of the Association; and
- (O) All other amounts that the Board of Directors may deem necessary or the Membership determines appropriate for the operation, administration, and maintenance of the Association.

**Section 9.2 Regular Assessments.** The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Member before the beginning of the fiscal year. The Board shall then determine the amount of the Annual Assessment against each Lot and shall send written notice of the Annual Assessments to every Member. The Board shall not levy an Annual Assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's Annual Assessment without the approval of a majority of the Members of the Association.

**9.2.1** The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, it may, subject to the twenty percent (20%) limit set forth in Section 9.2 of these Bylaws, increase the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board.

**9.2.2** In the event the Board shall determine that the amount collected or to be collected through Regular Assessments is in excess of the Association's needs for the current year and reserves appropriate for future years, the Board in its discretion may refund to the Members who paid such Assessments all or a portion of such excess, reduce the amount of the Regular Assessments or abate collection of Regular Assessments as it deems appropriate.

**Section 9.3 Collection of Assessments and Other Charges.** The Association shall collect Assessments, fees, charges, fines and penalties, together with

interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, as provided in the Declaration.

## **Article X Negotiable Instruments and Securities**

**Section 10.1 Signatures on Checks, Etc.** All checks, drafts, orders for payment of money, and negotiable instruments shall be signed by an officer or officers, employee or employees, or the Managing Agent of the Association as the Board of Directors may from time to time, by standing resolution or special order, prescribe.

**Section 10.2 Signatures on Certificates and Securities.** Endorsements or transfers of bonds or other securities will be signed by the president or any vice president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary of the Association unless the Board of Directors prescribes otherwise.

**Section 10.3 Securities.** An officer or officers of the Association will from time to time be designated by the Board of Directors to have power to control and direct the disposition of any bonds or other securities or property of the Association deposited in the custody of any trust company, bank, or custodian.

## **Article XI Records**

**Section 11.1 Records.** The manager, managing agent, and Board of Directors will keep records of all actions of the manager, managing agent, and Board of Directors, as well as minutes of the meetings of the Board of Directors, minutes of the meetings of the Members and financial records and books of account for the Association, including a record of all receipts and disbursements. A separate account will also be kept for each Member containing, among other things, the amount of each Assessment, the date when due, amounts paid thereon, the balance remaining due, and any other fees, charges, fines and penalties, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed.

**Section 11.2 Access to Records.** The Association shall make the financial and other records of the Association reasonably available for examination and copying by a Member and his or her authorized agents. The Association may charge a reasonable fee for the time and costs of copying Association records. Association records may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

- (A) Personnel matters or medical records;

- (B) Communication between an attorney for the Association and the Association;
- (C) Pending or contemplated litigation;
- (D) Pending or contemplated matters relating to enforcement of the Association's Project Documents; or
- (E) Meeting minutes or other records of a session of a meeting of the Board of Directors that is not required to be open to all Members pursuant to statute or Section 6.14 of these Bylaws.

**Section 11.3 Obligation of Association to Disclose Information.** Except for a sale of a Lot from the Declarant to a purchaser, the Association shall furnish to a purchaser, after receipt of a written notice of a pending sale that contains the name and address of the purchaser, a copy of the Project Documents and any other information that may be required by applicable law within the time period prescribed by such law. The Association may charge the Member a reasonable fee to compensate the Association for any costs incurred in the preparation of a statement furnished by the Association pursuant to this Section 11.3. The Association shall make available to any interested party the amount of any such fee established from time to time by the Association.

## **Article XII Fiscal Year**

**Section 12.1 Fiscal Year.** The fiscal year of the corporation shall be from the first day of July through the last day of the succeeding June.

## **Article XIII Miscellaneous**

**Section 13.1 Notices.** All notices required or permitted to be sent to the Board of Directors will be sent by first-class mail, postage prepaid, in care of the manager or managing agent, or if there is no managing agent, to the office of the Association as set forth herein, or to such other address as the Board may, from time to time, designate. All notices required or permitted to be sent to any Member will be sent first-class U.S. mail, postage prepaid, to such address as the Member may have designated in writing to the Board of Directors. All notices will be deemed to have been given when mailed, except notice of change of address which will be deemed to have been given when received.

**Section 13.2 Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason

of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

**Section 13.3 Invalidity.** If any provision or provisions of these Bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

#### **Article XIV Conflicts**

**Section 14.1 Conflicts.** In case of a conflict between these Bylaws and the Articles of Incorporation, the Articles shall control. In case of a conflict with these Bylaws and the Declaration, the Declaration shall control. If any provision of these Bylaws is less restrictive than the Declaration or the Articles of Incorporation when dealing with the same subject, the more restrictive provisions of the Declaration and the Articles of Incorporation shall be applicable in the same manner as if included in the provisions of these Bylaws.

#### **Article XV Amendment**

##### **Section 15.1 Amendment.**

**15.1.1** Until the Class B Membership has terminated, these Bylaws may be amended at any time by the Board without a vote of the Members. After the Class B Membership has terminated, these Bylaws may be amended at a regular or special meeting of the Members by a vote of the Members having more than 50% of the votes entitled to be cast by the Members present in person or by proxy.

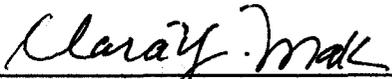
**15.1.2** The Declarant, so long as there is a Class B Membership, and thereafter the Board, without a vote of the Members and without the consent of any First Mortgagee, may amend these Bylaws in order to conform these Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law or requested by the Declarant or the Board.

**15.1.3** So long as the Declarant owns any Lot or any other property within the Project, any amendment to these Bylaws must be approved in writing by the Declarant.

**Article XVI  
Dissolution**

**Section 16.1 Dissolution.** If there are Members entitled to vote on dissolution, the Board of Directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of those Members, which may be either an annual or a special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation shall be given to each Member entitled to vote at such meeting of Members. A resolution to dissolve the corporation may be adopted only by act of the Members. If there are no Members, or no Members entitled to vote on dissolution, the dissolution of the corporation may be authorized by act of the Board of Directors. Voluntary dissolution shall comply in all respects with Arizona Revised Statutes §10-2045.

IN WITNESS WHEREOF, these Bylaws of the Mingus Panorama Estates Homeowners Association are adopted as set forth above.

  
\_\_\_\_\_  
Clara Y. Mak, President

**SECRETARY'S CERTIFICATE**

The undersigned does hereby certify that:

He is the duly elected Secretary of the Mingus Panorama Estates Homeowners Association, an Arizona nonprofit corporation; and

The foregoing Bylaws constitute the Bylaws of the Mingus Panorama Estates Homeowners Association as adopted by all of the Directors on August 15, 2006.

  
\_\_\_\_\_  
Kurt Wuersch, Secretary

C

**MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION  
UNANIMOUS WRITTEN CONSENT OF THE  
DIRECTORS IN LIEU OF MEETING**

The undersigned, being all of the Directors of Mingus Panorama Estates Homeowners Association, a not-for-profit corporation organized under the laws of Arizona, herein "Association", hereby take the following director action by unanimous consent, effective as of August 1, 2006, in lieu of holding an organizational meeting of the directors.

**RESOLUTION #1 - RATIFY INCORPORATION;  
CERTIFICATE OF INCORPORATION**

WHEREAS, the Articles of Incorporation of Mingus Panorama Estates Homeowners Association were filed with the Arizona Corporate Commission of the State of Arizona on July 27, 2006, and said Articles having been accepted, and the Corporation having been given the number 1301507-7 by the Corporate Commission,

NOW, THEREFORE, BE IT RESOLVED, that the Secretary of the Association is hereby directed to insert the Articles of Incorporation, in the Association's minute book.

FURTHER RESOLVED, that all actions taken by the incorporator of the Association in effecting the incorporation of the Association, are hereby ratified, approved and confirmed.

**RESOLUTION #2 - BYLAWS OF THE ASSOCIATION**

RESOLVED, the Bylaws of the Association presented are hereby adopted by all of the Directors of the Association, and such Bylaws be and hereby are adopted as the Bylaws of the Association.

FURTHER RESOLVED, that the Secretary of the Association is hereby authorized and directed to insert the Bylaws of the Association in the Association's minute book.

**RESOLUTION #3 – PRINCIPAL OFFICE**

RESOLVED, that the principal office of the Association shall be located at 350 Shadow Rock Drive, Arizona 86336.

**RESOLUTION #4 - OFFICERS**

RESOLVED, that the persons identified below are hereby appointed and nominated to the office set forth opposite his name:

Clara Y. Mak	President
Kurt Wuersch	Vice President
Kurt Wuersch	Secretary
Clara Y. Mak	Treasurer

FURTHER RESOLVED, that such persons shall serve in such capacity until the next annual meeting of the Board of Directors, and until their successors are duly elected.

**RESOLUTION #5- FORM OF SEAL**

RESOLVED, that the form of corporate seal hereby adopted as the common seal of the Association shall be a drawn, jagged circular line with the name of the Association, Mingus Panorama Estates Homeowners Association, the year of its organization, 2006, and the words "Arizona" written within such line.

**RESOLUTION #6 - BANK ACCOUNTS**

RESOLVED, that the officers of the Association be and they are authorized and directed in the name of and on behalf of the Association to open a bank account at such time as is needed for Association matters.

**RESOLUTION #7 – ELECTION TO BE TREATED AS AN OWNERS ASSOCIATION AND TAXABLE UNDER SECTION 528 OF INTERNAL REVENUE CODE**

RESOLVED, that since the Association is a Owners' Association, as that term is defined by Section 528 of the Internal Revenue Code of 1986, as

amended, (the "Code") the officers of the Association are hereby authorized and directed to execute and file such election to have Section 528 of the Code apply to the taxation of the Association for the first year such election is available.

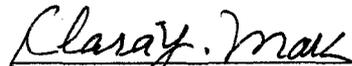
**RESOLUTION #8 - APPLICATION FOR EMPLOYER'S IDENTIFICATION NUMBER (Form SS-4)**

RESOLVED, that the officers of the Association be and they are hereby authorized and directed to apply for an employer's identification number on Form SS-4 (US - Internal Revenue Service), and to file said duly executed form with the Internal Revenue Service Center at Ogden, Utah.

**RESOLUTION #9 - ATTORNEYS AND ACCOUNTANTS**

RESOLVED, that the officers of the Association are hereby authorized and directed to appoint such accountants, legal counsel and other professionals as is deemed to be in the best interests of the Association.

IN WITNESS WHEREOF, each director has executed this Consent effective as of August 15<sup>th</sup>, 2005.

  
\_\_\_\_\_  
Clara Y. Mak

  
\_\_\_\_\_  
Kurt Wuersch

D

**CERTIFIED RESOLUTION**

STATE OF ARIZONA        )  
                                  ) ss  
County of Yavapai     )

I, Clara Y. Mak, being first duly sworn, depose and say:

1. That I am the duly appointed and acting Director of MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION, an Arizona corporation.

2. That I hereby certify that, pursuant to an Action by Unanimous Written Consent of Directors dated August 30, 2006, the following resolution was duly passed by the Director of the Corporation.

RESOLVED, that the MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION Application to the Arizona Corporation Commission for an Adjudication "Not a Public Service Corporation" Status is approved and supported by the Director.

RESOLVED, that a petition for support in the form of correspondence be delivered to the Arizona Corporation Commission.

RESOLVED, that Clara Y. Mak, in her capacity as Director, is authorized on behalf of the Corporation to complete and execute any and all paperwork or documents related to the Application described above, and that only the signature of Clara Y. Mak is required to bind the Corporation concerning such Application.

Clara Y. Mak  
Clara Y. Mak, Director

SUBSCRIBED AND SWORN TO before me this 31<sup>st</sup> day of August, 2006,  
by Clara Y. Mak.

Hazel Karen Eyrich  
Notary Public

1823210



**MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION**

---

**CORPORATE RESOLUTION**

**Action by Unanimous Written  
Consent of Directors**

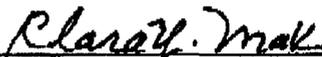
The undersigned, constituting the sole director of MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION, an Arizona corporation, does hereby consent to the adoption of the following Resolution without the formality of convening a meeting for and as the action of this corporation as of the date hereof:

RESOLVED, that the MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION Application to the Arizona Corporation Commission for an Adjudication "Not a Public Service Corporation" Status is approved and supported by the Director.

RESOLVED, that a petition for support in the form of correspondence be delivered to the Arizona Corporation Commission.

RESOLVED, that Clara Y. Mak, in her capacity as Director, is authorized on behalf of the Corporation to complete and execute any and all paperwork or documents related to the Application described above, and that only the signature of Clara Y. Mak is required to bind the Corporation concerning such Application.

Dated this 30 day of August, 2006.

  
\_\_\_\_\_  
Clara Y. Mak, Director

E

**Mingus Panorama Estate , LLC**  
350 Shadow Rock Drive , Sedona, AZ 86336

August 30, 2006

Reginald Lopez  
Arizona Corporation Commission  
400 West Congress  
Tucson, Arizona 85701-1347

Re: Mingus Panorama Estates Homeowners Association

Dear Mr. Lopez:

This letter is written on behalf of Mingus Panorama Estates Homeowners Association ("Association") in support of its Application for Adjudication of "Not a Public Service Corporation" Status. As such, please consider this letter as a "petition" in support of the Application by at least 51% of the property owners. Mingus Panorama Estate, LLC is the owner of all of the subject property.

Sincerely,

Mingus Panorama Estate, LLC

By: Clara Y. Mak

Clara Y. Mak

F

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**MINGUS PANORAMA ESTATES HOMEOWNERS  
ASSOCIATION**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION**

**TABLE OF CONTENTS**

RECITALS.....	1
DECLARATIONS.....	2
ARTICLE 1 - DEFINITIONS.....	2
1.1 "Annual Assessment" .....	2
1.2 "Architectural Committee".....	2
1.3 "Areas of Association Obligation" .....	2
1.4 "Articles".....	2
1.5 "Assessment" .....	2
1.6 "Association".....	3
1.7 "Association Lien".....	3
1.8 "Association Property" .....	3
1.9 "Association Rules" .....	3
1.10 "Board" .....	3
1.11 "Bylaws" .....	3
1.12 "Common Area" .....	3
1.13 "Common Expenses".....	3
1.14 "Declarant" .....	3
1.15 "Declarant Parties" .....	3
1.16 "Declaration".....	3
1.17 "Design Guidelines".....	3
1.18 "Domestic Water System" .....	4
1.19 "Domestic Water System Matter" .....	4
1.20 "Exterior Alteration" .....	4
1.21 "First Mortgage".....	4
1.22 "First Mortgagee".....	4
1.23 "Improvement" .....	4
1.24 "Lessee" .....	4
1.25 "Lot".....	4
1.26 "Maintenance Standard".....	5
1.27 "Member".....	5
1.28 "Owner" .....	5
1.29 "Person" .....	5
1.30 "Plat".....	5
1.31 "Project Documents".....	5
1.32 "Property" or "Project".....	5

1.33	"Purchaser".....	5
1.34	"Recording".....	6
1.35	"Resident".....	6
1.36	"Residential Unit".....	6
1.37	"Restricted Setback Requirement".....	6
1.38	"Single Family".....	6
1.39	"Special Assessment".....	6
1.40	"Transition Date".....	6
1.41	"Visible From Neighboring Property".....	6
1.42	"Well Site".....	6
<b>ARTICLE 2 - PLAN OF DEVELOPMENT.....</b>		<b>7</b>
2.1	Property Subject to the Declaration.....	7
2.2	Domestic Water System.....	7
2.3	Water System; No Liability to Declarant Parties.....	8
2.4	Release.....	8
2.5	Lots with a Restrictive Setback Requirement.....	9
2.6	Lot with a Leach Field Requirement.....	9
2.7	Emergency Access Only and Drainage Easement.....	9
2.8	No Access to Lee Pasture Road.....	9
2.9	Views Not Guaranteed.....	10
2.10	Portion of Project in One Hundred Year Flood Plain.....	10
2.11	Disclaimer of Representations.....	10
<b>ARTICLE 3 - USE RESTRICTIONS.....</b>		<b>11</b>
3.1	Architectural Control.....	11
3.2	Minimum Building Size; Building Height.....	13
3.3	Sewer Facilities.....	13
3.4	Fencing.....	13
3.5	Antennas.....	13
3.6	Driveway Surfaces.....	14
3.7	Common Driveway.....	14
3.8	Water Service Restriction.....	14
3.9	Landscaping Watering.....	14
3.10	Pools.....	14
3.11	Temporary Occupancy and Temporary Buildings.....	14
3.12	Nuisances.....	14
3.13	Diseases and Insects.....	15
3.14	Repair of Building.....	15
3.15	Mineral Exploration.....	15
3.16	Trash Containers and Collection.....	15
3.17	Clothes Drying Facilities.....	15
3.18	Utilities Service.....	15
3.19	Overhead Encroachments.....	16
3.20	Residential Use.....	16
3.21	Animals.....	16
3.22	Combination of Lots.....	17

3.23	Restriction on Further Subdivision, Property Restrictions and Rezoning .....	17
3.24	Prohibiting Timesharing and other Fractional Interest Plans .....	17
3.25	Leasing of Lots .....	18
3.26	Motor Vehicles .....	18
3.27	Trucks, Commercial Vehicles, Campers and Boats .....	18
3.28	Fire Sprinkler System .....	19
3.29	Outside Fires .....	19
3.30	Lights and Noise .....	19
3.31	Signs .....	19
3.32	Window and Window Covers .....	19
3.33	Other Uses, Activities and Facilities .....	19
3.34	Variances .....	20
3.35	Drainage .....	20
3.36	Backflow Prevention .....	20
3.37	Compliance with Laws .....	20
<b>ARTICLE 4 - EASEMENTS .....</b>		<b>20</b>
4.1	Owners' Easements of Enjoyment .....	20
4.2	Utility Easement .....	21
4.3	Declarant's Use for Sales and Leasing Purposes .....	21
4.4	Declarant's Easements .....	21
4.5	Easement in Favor of Association .....	22
4.6	Easement for Unintended Encroachments .....	22
4.7	Drainage Easements .....	22
4.8	Sign Easement .....	23
4.9	Emergency Access Only and Drainage Easement .....	23
4.10	Non-Vehicular Access Easement .....	23
4.11	Wall Easement .....	24
4.12	Easement Designated on Plat .....	24
4.13	Miscellaneous Easements .....	24
<b>ARTICLE 5 - THE ASSOCIATION; ORGANIZATION; MEMBERSHIP .....</b>		<b>24</b>
<b>AND VOTING RIGHTS .....</b>		<b>24</b>
5.1	Formation of Association .....	24
5.2	Board of Directors and Officers .....	24
5.3	The Association Rules .....	25
5.4	Personal Liability .....	25
5.5	Implied Rights .....	25
5.6	Identity of Members .....	25
5.7	Classes of Members .....	25
5.8	Voting Procedures .....	26
5.9	Absentee Ballots .....	26
5.10	Transfer of Membership .....	26
5.11	Architectural Committee .....	27
5.12	Water System Committee .....	27
5.13	Conveyance or Encumbrance of Common Area; Assignment or Dedication of Easements .....	28

5.14	Suspension of Voting Rights .....	28
<b>ARTICLE 6 - COVENANT FOR ASSESSMENTS, FEES, CHARGES, FINES</b> .....		<b>28</b>
<b>AND PENALTIES AND CREATION OF LIEN THEREFOR</b> .....		<b>28</b>
6.1	Creation of Association Lien and Personal Obligation for Assessments, Fees, Charges, Fines and Penalties .....	28
6.2	Annual Assessments .....	29
6.3	Assessment Period .....	29
6.4	Rate of Assessment .....	29
6.5	Obligation of Declarant for Deficiencies .....	30
6.6	Water System Assessment .....	30
6.7	Special Assessments .....	30
6.8	Lot Specific Assessments .....	30
6.9	Commencement Date of Assessment Obligation .....	31
6.10	No Offsets .....	31
6.11	Homestead Waiver .....	31
6.12	Purposes for which Association's Funds May Be Used.....	31
6.13	Rules Regarding Billing and Collection Procedures .....	31
6.14	Transfer, Refinance and Disclosure Fees .....	31
6.15	Fines and Penalties .....	32
6.16	Notice of Violation, Appeal and Payment of Fines and Penalties .....	32
6.17	Costs of Enforcement.....	33
6.18	Effect of Nonpayment of Assessments, Fees, Charges, Fines and Penalties; Remedies of the Association.....	33
6.19	Surplus Funds .....	34
<b>ARTICLE 7 - MAINTENANCE</b> .....		<b>34</b>
7.1	Areas of Association Obligation.....	34
7.2	Lots .....	35
7.3	Sewer System Maintenance.....	36
7.4	Assessment of Certain Costs of Maintenance and Repair .....	36
7.5	Improper Maintenance and Use of Lots .....	36
<b>ARTICLE 8 - INSURANCE</b> .....		<b>36</b>
8.1	Scope of Coverage.....	36
8.2	Certificates of Insurance.....	38
8.3	Payment of Premiums .....	38
8.4	Payment of Insurance Proceeds .....	38
8.5	Repair and Replacement of Damaged or Destroyed Common Area.....	38
<b>ARTICLE 9 - GENERAL PROVISIONS</b> .....		<b>39</b>
9.1	Enforcement.....	39
9.2	Method of Termination .....	39
9.3	Amendments .....	39
9.4	Rights of First Mortgagees .....	40
9.5	Interpretation .....	40
9.6	Severability.....	41
9.7	Rule Against Perpetuities .....	41
9.8	Change of Circumstances .....	41

9.9	Laws, Ordinances and Regulations.....	41
9.10	Gender and Number.....	41
9.11	Captions and Titles.....	42
9.12	Notices .....	42
9.13	Limitation on Declarant's Liability .....	42

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION** (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by **MINGUS PANORAMA ESTATE, L.L.C.**, an Arizona limited liability company (the "Declarant").

**RECITALS**

A. Declarant is the record owner of that certain real property situated in Yavapai County, Arizona, described in the Plat recorded in the office of the Yavapai County Recorder in Book \_\_\_\_\_ of Maps, Pages \_\_\_\_\_ (the "Property").

B. Declarant desires to submit and subject the Property, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which comprise a part of the "Property" as hereinafter defined), to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein.

C. Declarant desires that the Property be developed as a residential community to be known as "Mingus Panorama Estates". Regarding the Domestic Water System, said described Property shall consist of sixty-nine (69) customers, fixed or potential.

D. Declarant deems it desirable to establish covenants, conditions and restrictions applicable to the Property and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within the Property.

E. It is desirable for the efficient management of the Property to create an owners association and to delegate to it the powers of (i) managing, maintaining and administering the Common Areas of Areas of Association Obligation within the Property, (ii) administering and enforcing these covenants, conditions and restrictions and (iii) collecting and disbursing funds pursuant to the assessments and charges hereinafter created and performing other acts provided for in this Declaration or which generally benefit its Members, the Property, and the Owners of any interests therein.

F. The Mingus Panorama Estates Homeowners Association, an Arizona nonprofit corporation, has been incorporated under the laws of the State of Arizona for the purpose of exercising the foregoing powers and functions.

G. Declarant desires and intends that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Property.

### **DECLARATIONS**

NOW, THEREFORE, Declarant, for the purposes of above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof, the Association and each member of the Association.

### **ARTICLE 1 - DEFINITIONS**

**1.1 "Annual Assessment"** means the assessments levied against each Lot, and the Owner thereof, pursuant to Section 6.2 of this Declaration.

**1.2 "Architectural Committee"** means the architectural committee of the Association to be created pursuant to Section 5.11 of this Declaration and the Bylaws.

**1.3 "Areas of Association Obligation"** means (i) all Common Area, including the Improvements and landscaping situated thereon, (ii) any portion of the Improvements situated on a Lot which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration or the terms of another recorded document executed by the Association, and (iii) all real property, and the Improvements situated thereon, within the Project located within dedicated easements or rights-of-way with respect to which the State of Arizona, or any county or municipality has not accepted responsibility for the maintenance, repair and replacement of such areas.

**1.4 "Articles"** means the Articles of Incorporation of the Association, as they may from time to time be amended.

**1.5 "Assessment"** means an Annual Assessment, Water System Assessment, Special Assessment, or Lot Specific Assessment.

**1.6 "Association"** means Mingus Panorama Estates Homeowners Association, an Arizona nonprofit corporation and its successors and assigns.

**1.7 "Association Lien"** means the lien created and imposed by Section 6.1 of this Declaration.

**1.8 "Association Property"** means any personal property owned or leased by the Association.

**1.9 "Association Rules"** means the restrictions, limitations, rules and regulations adopted by the Association pursuant to Section 5.3 of this Declaration, as they may from time to time be amended.

**1.10 "Board"** means the Board of Directors of the Association.

**1.11 "Bylaws"** mean the Bylaws of the Association, as amended from time to time.

**1.12 "Common Area"** means all real property known as Tract "A" and Tract "W", recorded in Book \_\_\_\_\_ of Maps and Plats, Page(s) \_\_\_\_\_, Official Records of Yavapai County Recorder, Yavapai County, Arizona, and all other real property, together with all Improvements situated thereon, which the Association owns in fee or in which the Association has a leasehold interest. "Common Area" shall not include any Lot, or Improvements, or personal property acquired by the Association in lieu of foreclosure or trustee's sale or through attachment, foreclosure, Sheriff's sale, Trustee's sale, tax sale, redemption or any other judicial, quasi-judicial, bankruptcy or regulatory action.

**1.13 "Common Expenses"** means the actual or estimated expenses incurred, or anticipated to be incurred, by the Association, together with any allocations to reserves.

**1.14 "Declarant"** means Mingus Panorama Estate, L.L.C., an Arizona limited liability company, its successors and assigns, and any Person to whom it may expressly assign any or all of its rights under this Declaration by a Recorded instrument.

**1.15 "Declarant Parties"** means collectively Declarant, its builders, general contractors or brokers, or their agents or employees.

**1.16 "Declaration"** means this Declaration of Covenants, Conditions and Restrictions and Easements, as it may be amended from time to time.

**1.17 "Design Guidelines"** means the rules and guidelines adopted by the Architectural Committee pursuant to Section 5.11 of this Declaration and the Bylaws, as they may from time to time be amended or supplemented.

**1.18 "Domestic Water System"** means the domestic water system located at the Property, consisting of a well identified on Arizona Department of Water Resources records as Arizona Department of Resources Well Registration No. 900909 located at the Well Site located on Tract "W" of the Property, including its casing, pumps, motors, valves, pipes, meters, treatment plant, electrical facilities and connections, and all other parts, equipment, machinery and appurtenances now or hereafter used in the operation of the well; and water transmission pipelines, valves, meters and other parts, equipment and other connecting facilities now or hereafter used in distributing potable water from the well to the Lots at the Project.

**1.19 "Domestic Water System Matter"** means a matter that pertains to the operation, care, upkeep or maintenance of the Domestic Water System, including (a) hookup fee charges; (b) terms and conditions of connection; (c) employment of a certified operator of the Domestic Water System; and (d) rates charged to customers. Notwithstanding the foregoing, assessments levied pursuant to Sections 6.1, 6.6, and 6.7 of this Declaration are not Domestic Water System Matters.

**1.20 "Exterior Alteration"** means any construction, installation, addition alteration, repair, change, change of color, landscaping, removal, demolition or other work that alters the exterior appearance of a Lot or the Improvements located thereon which Exterior Alteration means any addition, alteration repair, change or other work which in any way alters the exterior appearance, including the exterior color scheme, or any part of a Lot, or any Improvements located thereon which are Visible From Neighboring Property, from their appearance on the date this Declaration is recorded.

**1.21 "First Mortgage"** means any mortgage, deed of trust, or contract for sale pursuant to the provisions of A.R.S. §33-741 et. seq. on a Lot which has priority over all other mortgages, deeds of trust, and contracts for sale on the same Lot.

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

**1.23 "Improvement"** means any Residential Unit, guest house, building, fence, wall or other structure (including any sheds, guest houses, play structures, patio covers, balconies, light fixtures and light poles), and any swimming pool, road, driveway, parking area, irrigation facilities, and any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

**1.24 "Lessee"** means a third-party lessee, sublessee, tenant or subtenant under a lease, oral or written, of any Lot, including an assignee of a lease. As used herein a "third party" is any Person who is not an Owner.

**1.25 "Lot"** means each parcel of real property designated as a lot on the Plat and, where the context indicates or requires, shall include any Residential Unit, building, structure or other Improvements situated on the Lot.

**1.26 "Maintenance Standard"** means the standard of maintenance of Improvements established from time to time by the Board or, in the absence of any standard established by the Board, the standard of maintenance of Improvements generally prevailing throughout the Project.

**1.27 "Member"** means any Person who is a Member of the Association that holds a "Membership" created pursuant to Article 5 of this Declaration. There will be only sixty-nine (69) memberships in the Association, one for each of the sixty-nine (69) Lots.

**1.28 "Owner"** means the record owner, whether one or more Persons, of legal, beneficial or equitable title to the fee simple interest of a Lot. "Owner" shall not include (i) Persons having an interest in a Lot merely as security for the performance of an obligation, or (ii) a Lessee. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the Trustor shall be deemed to be the "Owner." "Owner" shall also include a purchaser under a contract for the conveyance of real property subject to the provisions of A.R.S. Section 33-741, et seq. "Owner" shall not include purchasers under purchase contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of a sale or purchase transaction.

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

**1.30 "Plat"** means the plat of Mingus Panorama Estates Homeowners Association recorded in Book \_\_\_\_\_ of Maps, Pages \_\_\_\_\_, records of Yavapai County, Arizona, and all amendments, supplements and corrections thereto.

**1.31 "Project Documents"** means this Declaration, the Articles, the Bylaws, the Association Rules, and the Design Guidelines.

**1.32 "Property" or "Project"** means the real property described on the Plat as Lots 1 through 69, inclusive, and Tracts "A" and "W" together with all the Improvements located thereon. The Project will consist of sixty-nine (69) Lots, and no additional Lots will be added to the Project by either the acquisition of additional real property, or the subdivision of any Lot.

**1.33 "Purchaser"** means any Person who by means of a voluntary transfer becomes the Owner of a Lot.

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

**1.35 "Resident"** means each individual occupying or residing in any Residential Unit.

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

**1.37 "Restricted Setback Requirement"** means the setback requirement, defined as the minimum distances between a Residential Unit or any Improvement from the Lot boundary line, for certain Lots that is more restrictive than the standard county required setbacks for the R1-35 zones. The area within the Restricted Setback Requirement of a Lot is referred to as the "Restricted Setback Requirement Area". Lots 6, 8, 10, 12, 16, 26, 27, 32, 33, 36, 37, 38, 39, 43, 44, 45, 46, and 69 are subject to the Restricted Setback Requirement, as evidenced by the setback dotted lines as shown on the Plat for such Lots.

**1.38 "Single Family"** means a group of one 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 Residential Unit.

**1.39 "Special Assessment"** means any assessment levied and assessed pursuant to Section 6.4 of this Declaration.

**1.40 "Transition Date"** means the first to occur of:

- (i) the day on which title to the last Lot in the Project owned by Declarant is conveyed to a third party for value, other than as security for the performance of an obligation, or
- (ii) the date twelve (12) years after the date this Declaration is recorded, or
- (iii) such earlier date as Declarant declares to be the Transition Date in a recorded instrument.

**1.41 "Visible From Neighboring Property"** means, with respect to any given object, that the object is or would be visible to a person six (6) feet tall, standing at ground level on any part of the adjoining Lot or Common Area.

**1.42 "Well Site"** means the site provided by Declarant on which Declarant shall develop and provide a water delivery system, including a well, in compliance with

requirements of the Arizona Department Water Resources and the Arizona Department of Environmental Quality.

## **ARTICLE 2 - PLAN OF DEVELOPMENT**

**2.1 Property Subject to the Declaration.** This Declaration is being recorded to establish a general plan for the development and use of the Project and in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold and conveyed subject to this Declaration. There will be a total of sixty-nine (69) Lots in the Project, and no additional Lots will be added to the Project. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and hereby evidences his or its intent that all the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, restrictive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

**2.2 Domestic Water System.** Declarant shall, at its cost, construct and install a water delivery system, including all production, pumping, treatment, storage, transmission, distribution, pressure and metering facilities, for the Project, and fire hydrants to provide both domestic water and fire protection water service to the Owners, Lessees, Residents and Common Area (the "Water System"). The Project consists of acreage, which is not in the service area of a municipality utility or public service corporation. The Domestic Water System will supply water exclusively for domestic purposes; no water will be sold or used for any commercial purpose whatsoever. Upon completion of construction of the Water System, Declarant for and in consideration of the Association agreeing to provide water service to the Project, shall assign and transfer the Water System to the Association. The Association shall operate the Domestic Water System in accordance with all laws, rules and regulations promulgated by the applicable governmental authorities. The Association shall contract with certified persons or companies to manage, operate, and maintain the Domestic Water System. The cost of owning, maintaining and operating the Domestic Water System shall be

paid for by Water Assessments as set forth in Section 6.6 of this Declaration, and through charges to an Owner, Lessee, or Resident, being the customers for water usage and related services. Each Owner of a Lot, by having a membership in the Association, is or will be a customer of the Domestic Water System, known as the "Mingus Panorama Estates Water System".

**2.3 Water System; No Liability to Declarant Parties.** The Water System may include such facilities as treatment plant, pumping equipment, water storage tanks, generators, metering and distribution equipment, site lighting and other equipment and facilities normally associated with such water systems. Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, acknowledges and agrees as follows:

- (i) The Declarant Parties shall have no responsibility for the operation or maintenance of the Water System; and
- (ii) The operation of the Water System may create noise, and outdoor lighting will be used in and around such System.

The existence of the Water System may cause inconvenience and disturbance to the Owners, Lessees, Residents and their families, invitees and licensees; however, each Owner, Lessee and Resident has considered the location of the Lot being purchased, leased or occupied and its proximity to the Water System. By acceptance of a deed or by acquiring any interest in any of the Property, each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, acknowledges and assumes the risks of the aforesaid inconvenience and disturbance to said persons. In no event shall any Declarant Parties be responsible or accountable for, or have liability (including strict liability) for any claims, causes of action, losses, damages, costs or expenses (including attorneys' fees and court costs) for any inconvenience or disturbance arising from the Water System, including any acts or omissions occurring with respect to the Water System or the use thereof, including any violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., The Arizona Environmental Quality Act, A.R.S. § 49-281 et seq. or any other similar state or federal law as such laws have been or may be amended from time to time. Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, covenants and agrees that he or she does knowingly and voluntarily assume all risks associated with the foregoing, including the risks of inconvenience and disturbance, arising from the existence, operation and maintenance of the Water System.

**2.4 Release.** Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, hereby releases the Declarant Parties and the Association from any and all claims, actions, suits, demands, causes of action, losses, damages or liabilities (including strict liability) related to or arising in connection with any

nuisance, inconvenience, disturbance, injury (including death) or damage resulting from activities or occurrences described in Section 2.3 of this Declaration.

**2.5 Lots with a Restrictive Setback Requirement.** Each Owner of a Lot subject to a Restrictive Setback Requirement as shown on the Plat and identified in Section 1.37 of this Declaration, hereby agrees that he or she will construct the Residential Unit and all Improvements inside of the Restrictive Setback Requirement Area.

**2.6 Lot with a Leach Field Requirement.** The placement of the leach field on Lot 52 shall be limited to the area within Lot 52 outside of the circumference of circle shown on the Plat by a dotted line and located on Lot 52. Each Owner of Lot 52 agrees that he or she will construct and maintain the leach field on Lot 52 outside of area enclosed by the dotted lines on the Plat encircling the Well Head on Tract W.

**2.7 Emergency Access Only and Drainage Easement.** The Declarant intends to construct an emergency access, as shown on the Plat identified as "Emergency Access Only and Drainage Easement", for the purpose of allowing emergency vehicles, such as police, fire department ambulances and other emergency vehicles and personnel access to the Project from an alternate road than Page Springs Road. Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, acknowledges and agrees as follows:

- (i) Declarant Parties make no representation or warranties that the emergency access easement will provide faster emergency service to Lots.
- (ii) The barrier to the Emergency Access Only and Drainage Easement entrance may restrict or delay entry into the Project by the police, fire department ambulances and other emergency vehicles and personnel.

Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, assumes the risk that the restricted Emergency Access Only and Drainage Easement entrance may restrict or delay entry into the Project by police, fire department ambulances and other emergency vehicles and personnel. Neither the Declarant Parties, the Association, nor any director, officer, agent nor employee of any of the foregoing shall be liable to any Owner, Lessee and Resident, on behalf of its family members, invitees and licensees for any claims or damages resulting, directly or indirectly, from the construction, operation, existence or maintenance of the restricted Emergency Access Only and Drainage Easement.

**2.8 No Access to Lee Pasture Road.** Except for emergency vehicles and personnel, no Owner, Lessee, Resident, and their agents, invitees and licensees, shall have access under any circumstance to Lee Pasture Road from any Lot or the

Emergency Access Only and Drainage Easement. Lee Pasture Road is a private road, and use of it by any Owner, Lessee, Resident and their agents, invitees and licensees is strictly prohibited.

**2.9 Views Not Guaranteed.** Although certain Lots in the Project at any point in time may have particular views, no express or implied rights or easements exist for views or for the passage of light and air to any Lot or Residential Unit. Neither Declarant Parties nor the Association makes any representation or warranty whatsoever, express or implied, concerning the view which any Lot or Residential Unit will have whether as of the date this Declaration is recorded or thereafter. Any view which exists at any point in time for a Lot or a Residential Unit may be impaired or obstructed by further construction within or outside the Project, including by construction or Improvements (including landscaping) by Declarant, construction by third parties (including other Owners and Residents) and by the natural growth of landscaping. No third party, including any broker or salesperson, has any right to bind Declarant or the Association with respect to the preservation of any view from any Lot or Residential Unit constructed thereon or any view of a Lot or Residential Unit constructed thereon from any other property.

**2.10 Portion of Project in One Hundred Year Flood Plain.** Portions of Lots 5, 6, 9, 10 and 12 are located within or proximate to an area within the Project in the one hundred year flood plain, as shown on the Plat as the "100 Year Flood Plain" (the "100 Year Flood Plain Area"). The location of a portion of such Lots in or proximate to the 100 Year Flood Plain Area may cause loss, damage, inconvenience and disturbance to the Owners, Lessees, Residents and their families, invitees and licensees should there be a 100-year flood, defined by federal and state agencies to be the flood elevation that has a one percent (1%) chance of being equaled or exceeded each year; however, each Owner, Lessee and Resident has considered the location of the Lot being purchased, leased or occupied and its location in or proximate to the 100 Year Flood Area. By acceptance of a deed or by acquiring any interest in any of such Lots, each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, acknowledges and assumes the risks of the aforesaid loss, damage, inconvenience and disturbance. In no event shall any Declarant Parties be responsible or accountable for, or have liability (including strict liability) for any claims, causes of action, losses, damages, costs or expenses (including attorneys' fees and court costs) for any loss, damage, inconvenience or disturbance arising from the location of any portion of the Lot in or proximate to the 100 Year Flood Plain Area.

**2.11 Disclaimer of Representations.** Declarant makes no representations or warranties whatsoever that (i) the Project will be completed in accordance with the plans of the Project as they exist on the day this Declaration is recorded; (ii) any property subject to this Declaration will be committed to or developed for any use; or (iii) the use of any Property subject to this Declaration will not be changed in the future.

## **ARTICLE 3 - USE RESTRICTIONS**

**3.1 Architectural Control.** In addition to any requirements imposed by Yavapai County:

**3.1.1** No excavation or grading work shall be performed on any Lot without the prior written approval of the Architectural Committee.

**3.1.2** No Improvement which would be Visible From Neighboring Property at the time it is constructed or would be Visible From Neighboring Property with the passage of time shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee.

**3.1.3** No Exterior Alteration shall be made or done without the prior written approval of the Architectural Committee.

**3.1.4** Any Owner desiring approval of the Architectural Committee for any Exterior Alteration shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the Exterior Alteration that the Owner desires to make or perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove, in writing, an application for approval within sixty (60) days after receipt of the application and any supporting information, plans and specifications requested by the Architectural Committee (the application shall not be deemed received until all supporting information, plans and specifications have been received), approval will not be required and this Subsection 3.1.4 will be deemed to have been complied with by the Owner who requested approval of such plans.

**3.1.5** In reviewing plans and specifications for any Exterior Alteration which must be approved by the Architectural Committee, the Architectural Committee, among other things, may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures. The Architectural Committee may disapprove plans and specifications for any Exterior Alteration if it determines, in its sole and absolute discretion, that the Exterior Alteration: (i) would violate any provision of this Declaration; (ii) does not comply with any of the Design Guidelines; (iii) is not in harmony with existing Improvements in the Project or with Improvements previously approved by the Architectural Committee but not yet constructed; (iv) is not aesthetically acceptable; (v) would be detrimental to or adversely affect another Owner or the appearance of the Project; or (vi) is otherwise not in accord with the general plan of development for the Project. All decisions of the Architectural Committee shall be final and no Owner or any other Person shall have any recourse or remedy against the Architectural Committee.

**3.1.6** The approval by the Architectural Committee of any Exterior Alteration pursuant to this Subsection 3.1.6 shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar Exterior Alteration subsequently submitted for approval.

**3.1.7** Upon receipt of approval from the Architectural Committee for any Exterior Alteration, the Owner who requested such approval shall proceed to perform, construct or make the Exterior Alteration approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee.

**3.1.8** Any change, deletion or addition to the plans and specifications approved by the Architectural Committee, including plans deemed approved as a result of the Architectural Committee's failure to act, must be submitted to and approved in writing by the Architectural Committee. Failure to submit changes, deletions or additions to previously approved plans shall void the original approval.

**3.1.9** The Architectural Committee shall have the right to charge a fee for reviewing requests for approval of any Exterior Alteration pursuant to this Subsection 3.1.9, which fee shall be payable at the time the application for approval is submitted to the Architectural Committee.

**3.1.10** The provisions of this Subsection 3.1.10 do not apply to, and approval of Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, the Declarant, any member of Declarant or any Person affiliated or controlled by Declarant or any member of Declarant.

**3.1.11** The approval required of the Architectural Committee pursuant to this Subsection 3.1.11 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

**3.1.12** The Design Guidelines may include approval requirements and criteria that, unless specifically preempted, are more restrictive than those established by any federal, state or local law, statute, ordinance, rule or regulation.

**3.1.13** The Architectural Committee may require that an Owner, before commencing construction of any Improvements approved by the Architectural Committee, pay to the Association a deposit in an amount determined by the Architectural Committee to be used by the Association to remove any construction debris from a Lot that is allowed to accumulate in violation of Section 3.3 of this Declaration or to repair any damage to the Common Area or Areas of Association Obligation. The Architectural Committee shall also have the right to determine which

portion, if any, of the deposit will be nonrefundable. Any portion of the deposit that is refundable shall be refunded to the Owner by the Association upon the completion of construction of the Improvements, the removal of all construction debris from the Lot, and the repair of any damage to the Common Area or Areas of Association Obligation occasioned by such construction.

**3.1.14** All improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot.

**3.2 Minimum Building Size; Building Height.** No Residential Unit shall be constructed with a livable area above grade of less than 1,800 square feet, exclusive of any basements, accessory building and guest house, breezeways, screened porches, terraces, patios and garages. No portion of any Residential Unit shall exceed the immediately adjacent natural grade by more than thirty (30) feet, as measured to the midpoint of a peaked roof or the parapet of a flat roof.

**3.3 Sewer Facilities.** Each Owner shall be required to dispose of all sewage generated on such Owner's Lot and Residential Unit by installing a septic system or other waste disposal technology. By acceptance of a deed or by acquiring any interest in a Lot, each Owner, Lessee and Resident agrees to be subject to the provisions of this Section 3.3. Each Owner, Lessee and Resident shall comply with all laws, rules and regulations promulgated by governmental authorities with regard to the installation and maintenance of such septic system or other waste disposal technology.

**3.4 Fencing.**

**3.4.1** No fencing shall be permitted on any boundary line or within any building setback.

**3.4.2** Fencing on Lots within building areas must be approved by the Architectural Committee, and only fencing around the Residential Unit or any other structure or improvement will be allowed if it is functional with living space. Such fencing may include privacy screening, solid wall and other types of fencing constructed in locations and with materials and colors prescribed in the Design Guidelines.

**3.5 Antennas.** Except as permitted under the Design Guidelines, no antenna, aerial, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation proposed to be erected, used or maintained outdoors on any portion of the Project, whether attached to a Residential Unit or structure or otherwise, shall be erected or installed without the prior written consent of the Architectural Committee.

**3.6 Driveway Surfaces.** All driveways and parking areas shall be surfaced with one of the following: concrete, asphalt, brick, gravel, crusted granite or stone, as approved by the Architectural Committee.

**3.7 Common Driveway.** Lots 6 and 7 shall share a common driveway. Declarant will initially surface the driveway, and thereafter the Owners of Lot 6 and Lot 7 shall have a duty to maintain and restore the Common Driveway between themselves at their own expense, shared equally between them.

**3.8 Water Service Restriction.** The Association shall be the sole provider of domestic water through the Domestic Water System for all Owners of Lots and Residential Units, including any landscape irrigation water, subject to all fees, charges, rules, regulations and other requirements established by the Association. No Lot shall contain any water well or water storage facility for such purpose. No Owner, Lessee or Resident shall sell, or otherwise use the water for any commercial purpose. By acceptance of a deed or by acquiring any interest in a Lot, each Owner, Lessee and Resident agrees to be subject to the provisions of this Section 3.8. Each Owner, Lessee and Resident shall comply with all rules, regulations and other requirements established by the Association concerning a Domestic Water System Matter.

**3.9 Landscaping Watering.** Landscaping with potable water will be limited to a ten thousand (10,000) square foot envelope around each Residential Unit ("Irrigation Envelope"), which use of water shall be deemed a domestic purpose. Within the Irrigation Envelope will be the Residential Unit, driveways and other hard surfaces. Landscaping outside of the Irrigation Envelope will remain native vegetation.

**3.10 Pools.** Owners who have swimming pools on their Lots shall assume responsibility for all safety requirements of law and the Association shall have no responsibility in regard thereto.

**3.11 Temporary Occupancy and Temporary Buildings.** No trailer, incomplete building, tent, shack, garage, or temporary buildings or structures of any kind, shall be used at any time for a residence. Temporary buildings, trailers or other structures used during the construction of Exterior Alterations approved by the Architectural Committee, interior remodeling, reroofing or other work shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a period in excess of one month thereafter without the prior written approval of the Architectural Committee.

**3.12 Nuisances.** No animal waste, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such

other property. No use of a Lot shall be permitted which will result in the discharge of toxic or hazardous materials into the Water System. No other nuisance shall be permitted to exist or operate upon any Lot or other property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate.

**3.13 Diseases and Insects.** No Person shall permit any thing or condition to exist upon any Lot or Common Area which shall induce, breed or harbor infectious plant diseases or noxious insects.

**3.14 Repair of Building.** No Residential Unit, building or structure on any Lot or Common Area shall be permitted to fall into disrepair and each such Residential Unit, building and structure shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. In the event that any Residential Unit, building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 of this Declaration, such Residential Unit, building or structure shall be immediately repaired or rebuilt or shall be demolished.

**3.15 Mineral Exploration.** No Lot or other property 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.

**3.16 Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and other property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot or other property. The Board shall have the right to contract with one or more third parties for the collection of garbage, trash, or recyclable materials for the benefit of the Owners and Residents, with any costs to be Common Expenses or billed separately to the Owners at the sole discretion of the Board.

**3.17 Clothes Drying Facilities.** No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot so as to be Visible From Neighboring Lot.

**3.18 Utilities Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or other

property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

**3.19 Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot or other property shall be allowed to overhang or otherwise to encroach upon any street, pedestrian way or other Common Area from ground level to a height of eight (8) feet without the prior approval of the Architectural Committee.

**3.20 Residential Use.** All Residential Units shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot or in or from any Residential Unit, except that an Owner or other Resident of a Residential Unit may conduct a business activity within a Residential Unit 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 Residential Unit, (ii) the business activity conforms to all applicable zoning ordinances of Yavapai County, Arizona, and (iii) the business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Project, as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 3.20 shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended or does generate a profit, or (c) a license is required for such activity. The leasing of a Residential Unit by the Owner thereof for periods of not less than thirty (30) consecutive days and with the consent of the Association shall not be considered a trade or business within the meaning of this Section 3.20. A guest house (or other structure or Improvements) may not be completed prior to the completion of the Residential Unit. Any guest house, which may include a kitchen, shall be for the use of bona fide guest(s) or domestic help, as the case may be, or the occupants of the Residential Unit, or members of such occupant's family, and shall not be rented or leased separate from the Residential Unit.

**3.21 Animals.** No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that no more than a reasonable number of generally recognized house or yard pets ("Permitted Pets") may be kept on a Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All Permitted Pets shall be confined to the Owner's Lot except that a dog may be permitted to leave the Owner's Lot if such dog is at all times kept on a leash. Owners, Lessees and Residents shall be required to pick up immediately any animal feces from the Owner's Lot or any other Lot, Common Area, Street or Easement. No Permitted Pet shall be

allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Owner, Lessee or Resident, the Board shall determine, in its sole and absolute discretion, whether, for the purposes of this Section 3.21 (i) a particular Permitted Pet is a nuisance or making an unreasonable amount of noise, (ii) a particular pet is a Permitted Pet, and (iii) the number of Permitted Pets kept on a Lot is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions set forth in this Declaration.

**3.22 Combination of Lots.** Two or more contiguous Lots may be combined by one Owner for purposes of building a single Residential Unit. Such Lots shall retain their separate aspects under this Declaration for purposes of assessments and voting, subject however to the limitation on voting for a Domestic Water Supply Matter.

**3.23 Restriction on Further Subdivision, Property Restrictions and Rezoning.** No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner. No further covenants, conditions restrictions or easements shall be recorded by any Owner, Lessee, or other Person against any Lot without the provisions thereof having been first approved in writing by the Architectural Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person unless the application has been approved by the Architectural Committee and the proposed use otherwise complies with this Declaration.

**3.24 Prohibiting Timesharing and other Fractional Interest Plans.** No Lot may be used and/or occupied by any Owner or other person pursuant to any timesharing plan., fractional ownership interest plan, fractional private residence club plan, membership residential privilege plan, or any other similar type of plan (such prohibited plans shall be collectively referred to herein as a "Timesharing Plan"). For purposes of this Section, "Timesharing Plan" means the joint or common ownership, use and/or occupancy of a Lot by three (3) or more Unrelated Persons during any 365 day period for the primary purpose of allocating periodic use or occupancy of such Lot among Unrelated Persons or their lessees, sublessees, assignees, or permittees on an ongoing basis over time pursuant to a timesharing plan, fractional ownership interest plan, membership plan, or similar arrangement, regardless of whether such arrangement constitutes a timesharing plan or timeshare interests under Arizona law or under the laws of any other particular state. Any type of joint use or occupancy plan that allows the use and/or occupancy of the Lot on an ongoing basis over time by three (3) or more Unrelated Persons during any 365 day period, whether or not the Lot is only owned by one person, and whether or not currency or other form of compensation, trade, or barter is provided in exchange for the use of the Lot, is prohibited. For purposes of this Section, "Unrelated Persons" means purchasers or holders of such rights of use or occupancy, whether by owning a fee title interest, or by holding some other right or interest, or some other right of occupancy, whether or not any interest in the Lot is connected to said right, directly or indirectly, individually or through a corporation, partnership, limited liability company, trust or other entity, who are not

related by blood, adoption or marriage. In calculating three (3) or more Unrelated Persons, a husband and wife and their children (including the children of either spouse), or a family trust or any other entity comprised exclusively of the same people, shall collectively constitute only one Unrelated Person.

**3.25 Leasing of Lots.** No Owner may lease or sublease his or her Lot to Lessee for any period whatsoever or modify, alter or extend the term of an existing or previously approved lease or sublease without the prior written consent of the Association. The requirements and guidelines for the approval of leases and subleases shall be set by the Board of Directors of the Association. All Owners of lots that are leased or subleased, including those that may be leased without the consent of the Association, hereby grant to the Association a power of attorney to enforce against the Lessee the provisions of the Project Documents and to enforce against the Lessee those provisions of such leases or subleases that relate to violations by the Lessee or by such Lessee's visitors, guests, invitees, employees or contractors of the Project Documents or the lease agreement (except those provisions that relate to the payment of rent.) The power of attorney granted hereby authorizes the Association to take any lawful action to enforce the Project Documents and the lease agreement, including, without limitation, bringing actions at law or in equity and to recover, from the Owner and/or the Lessee against whom any enforcement effort or action is brought, the costs of enforcing the terms of the Project Documents and the lease or sublease with respect to violations thereof by the Lessee or by such Lessee's visitors, guests, invitees, employees or contractors. The "costs of enforcing" shall include properly levied fines and penalties, penalty late fees and interest, costs of collection (including legal fees incurred in matters where court action is not taken or where an action is taken but is resolved short of court action), attorneys' fees, court costs, property damage, etc.

**3.26 Motor Vehicles.** Except for emergency vehicle repairs, no automobile or other motor vehicle shall be constructed, reconstructed or repaired upon a Lot or other property in the Project so as to be Visible From Neighboring Property, and no inoperable vehicle may be stored or parked on any such Lot or other property so as to be Visible From Neighboring Property. Parking on streets is prohibited.

**3.27 Trucks, Commercial Vehicles, Campers and Boats.** No truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, commercial vehicle or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Area so as to be Visible From Neighboring Property, except for (i) the temporary parking of a motor home, camper, recreational vehicle or boat and boat trailer on the concrete driveway situated on a Lot for a period of not more than twenty-four (24) consecutive hours within any consecutive seven (7) day period for the purpose of loading or unloading such vehicle or equipment (ii) temporary construction trailers or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee; (iii) boats and motor vehicles parked in garages on Lots so long as such vehicles are in good operating condition and

appearance and are not under repair; or (iv) motor vehicles not exceeding seven (7) feet in height and twenty-two (22) feet in length that are not used for commercial purposes and which do not display any commercial name, phone number or message of any kind and that are parked in the garage or on the concrete driveway situated on a Lot, provided that such vehicles shall not be parked in such a manner as to block the sidewalks or impede pedestrian traffic in any way.

**3.28 Fire Sprinkler System.** In accordance with the requirements of Yavapai County, each Residential Unit will be equipped with a fire sprinkler system and each Owner shall maintain the fire sprinkler system in good working condition.

**3.29 Outside Fires.** All outside fires must be within an outside fireplace or facility that has been approved by the Architectural Committee. The fireplace or facility must be one that will control the size of the fire and must have some type of cover that will control the height of the fire.

**3.30 Lights and Noise.** Any lights installed on a Lot shall comply with the Yavapai County Dark Sky ordinance. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot that in any manner will allow light to be directed or reflected unreasonably upon any other Lot. No radio, television or other speakers or amplifiers shall be installed or operated on any Lot as to be audible from other Lots, the Common Areas or streets.

**3.31 Signs.** No signs whatsoever (including commercial, political and similar signs) shall be erected or maintained on the Lots whether in a window or otherwise without the prior written approval of the Architectural Committee except: (i) signs required by legal proceedings; (ii) residence identification signs; and (iii) one (1) "For Sale", provided that the Architectural Committee shall reserve the right to prescribe within the Design Guidelines the size, materials, color and format of such signs.

**3.32 Window and Window Covers.** Glass surfaces on windows or skylights shall not be highly reflective or reflective to any degree not approved by the Architectural Committee. Only customary curtains, drapes, shades and shutters may be installed as window covers. No window cover shall be covered by paint, foil, sheets or similar items.

**3.33 Other Uses, Activities and Facilities.** The Association Rules may contain restrictions, limitations, rules and regulations governing any additional uses, activities, Improvements or facilities on a Lot or within the Project that are (i) Visible From Neighboring Property, (ii) visible from any Common Area or street, or (iii) that are deemed by the Association to be a nuisance or to adversely affect the health, safety or welfare of Owners, Lessees and Residents. The Association Rules are intended to be responsive to the changing needs of the Project and the desires of the Association's Members.

**3.34 Variances.** The Board may, at its option and in extenuating circumstances, grant variances from the restrictions, limitations, rules and regulations set forth in this Article 3, the Association Rules or the Architectural Rules if the Board determines in its discretion that (i) a restriction, limitation, rule or regulation would create an unreasonable hardship or burden on an Owner or Lessee and (ii) that the activity permitted under the variance will not have any substantial adverse effect on the other Owners or Lessees or the Project and is consistent with the high quality of life intended for residents of the Project.

**3.35 Drainage.** No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, as shown on the Plat and marked as a Drainage Easement, or any part thereof, or for any Lot as shown on the drainage plans on file with Yavapai County, Arizona. No Person shall alter the grading of a Lot or alter the natural flow of water over and across a Lot without the prior written approval of the Architectural Committee.

**3.36 Backflow Prevention.** In accordance with the Arizona Department of Environmental Quality ("ADEQ") Backflow Protection Requirement, and particularly Section R 18-4-115 of the water rules, each Owner shall install a backflow prevention device at each Lot's meter box to protect the water system from contamination caused by backflow through unprotected cross connections. No Person shall make a connection or allow one to exist between the Association's pipes, conduits or metering devices and any source of contamination, other water system or any substances whatsoever unless there is a backflow prevention device installed, as approved in writing by the Architectural Committee.

**3.37 Compliance with Laws.** In connection with the use, occupancy and construction of Improvements on any Lot, each Owner, Lessee and Resident, and their respective agents, contractors, invitees, an representatives, shall comply with all laws and regulations and the failure to so comply with such laws and regulations shall be deemed a violation of this Declaration, and the Association shall be authorized to enforce all remedies provided in this Declaration.

#### **ARTICLE 4 - EASEMENTS**

**4.1 Owners' Easements of Enjoyment.** Every Owner, Lessee and Resident shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area (including the right of use any streets which may be part of the Common Area for ingress and egress to the Owner's Lot) which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (i) The right of the Association to dedicate, convey, transfer or encumber the Common Area or an Easement as provided in Section 5.12 of this Declaration.
- (ii) The rights and easements granted to the Declarant in this Declaration, including the rights and easements granted to the Declarant in Sections 4.2, 4.3, 4.7, 4.8 and 4.9 of this Declaration.
- (iii) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit access to such portions of the Common Area, such as the Water System, not intended for use by Owners, Lessees or Residents.

**4.2 Utility Easement.** There is hereby created an easement upon, across, over and under the Common Area and the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities both public and private, including, but not limited to, gas, water, sewer, telephone, cable television, electricity and drainage. By virtue of this Easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Area or Lots but no electrical lines, waterlines, or other utility or service lines may be installed or located on the Common Area or Lots except as initially designed, approved and constructed or as approved by the Board. Without limiting the foregoing, an eight (8) foot Utilities Easement, as shown on the Plat along all streets and rights of way and the Page Springs Road frontage, is for such utility services and facilities, subject to exceptions as noted on the Plat in reference to the Drainage Easements.

**4.3 Declarant's Use for Sales and Leasing Purposes.** Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area while the Declarant is selling Lots. Declarant reserves the right to place models, management offices and sales and leasing offices on any Lots owned by Declarant and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate.

**4.4 Declarant's Easements.**

**4.4.1** Declarant shall have the right and an easement on and over the Areas of Association Obligation to construct all Improvements the Declarant may deem necessary and to use the Areas of Association Obligation and any Lots and other property owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project.

**4.4.2** The Declarant shall have the right and an easement upon, over, and through the Areas of Association Obligation as may be reasonably necessary for

the purpose of discharging its obligations and exercising the rights granted to or reserved by the Declarant by this Declaration.

**4.5 Easement in Favor of Association.** The Lots are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

**4.5.1** For inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

**4.5.2** For inspection, maintenance, repair and replacement of the Areas of Association Obligation accessible only from such Lots;

**4.5.3** For the construction of the wall located within the Wall Easement Area ("Temporary Construction Easement");

**4.5.4** For correction of emergency conditions in one or more Lots;

**4.5.5** For the purpose of enabling the Association, the Board, the Architectural Committee or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Project Documents;

**4.5.6** For inspection of the Lots (i) in order to verify that the provisions of the Project Documents are being complied with by the Owners, their guests, tenants, invitees and the other occupants of the Lot, or (ii) to satisfy the disclosure requirements, if any, of applicable law.

**4.6 Easement for Unintended Encroachments.** To the extent that any Improvement upon a Lot or Common Area encroaches on any other Lot or Common Area as a result of the original construction shifting or settling, or alteration or restoration authorized by this Declaration or any other reason other than the intentional encroachment on a Lot or Common Area by an Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

**4.7 Drainage Easements.** Drainage facilities have been or will be constructed or installed on Lots within areas shown on the Plat identified as "Drainage Easement" or in areas identified as "Drainage Easement" in such other recorded instruments executed by the Owner of a Lot (collectively, the "Drainage Easement Areas"). Lots 8, 16, 26, 27, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 57, 58, 59, 60, 61, and 69 are subject to the Drainage Easement, as shown on the Plat. Such facilities may consist of detention ponds, drainage swales, channels with gunnite surfaces, pipes, scuppers or other types of drainage transfer and collection improvements. The Association shall be responsible for maintaining, repairing and replacing the drainage facilities within the Drainage Easement Areas. Each Owner and Lessee of a Lot encumbered by a Drainage Easement acknowledges and agrees that (i) no Improvements, except

landscaping and plant materials approved by the Architectural Committee, shall be installed or planted within the Drainage Easement Areas, and (ii) no actions will be taken or allowed by such Owner or Lessee that may obstruct or divert the flow of water within the Drainage Easement Areas.

**4.8 Sign Easement.** Easements have been granted to the Association upon, across over and under the area on Lots 2 and 3 as shown on the Plat and identified as "Entrance Feature Sign Easement", collectively the "Sign Easement Areas", for the purpose of the Association to construct and maintain identification signs within the Sign Easement Areas, and to plant and maintain landscaping thereon. The Association shall be responsible for maintaining and replacing the identification signs, and any landscaping placed on the Sign Easement Areas. Each Owner and Lessee of Lot 2 and Lot 3 acknowledges and agrees that no Improvements will be installed or planted within the Sign Easement Areas.

**4.9 Emergency Access Only and Drainage Easement.** An access street and drainage facilities have been or will be constructed or installed on Lots within areas shown on the Plat identified as "Emergency Access Only and Drainage Easement" for the purpose of allowing emergency vehicles, such as police, fire department ambulances and other emergency vehicles and personnel access to the Project from an alternate route than Page Springs Road, and for drainage (the "Emergency Access Areas"). Lots 8, 16, 26, and 27, are subject to the Emergency Access Only and Drainage Easement, as shown on the Plat. The Association shall be responsible for maintaining, repairing and replacing the street and drainage facilities within the Emergency Access Areas. Each Owner and Lessee of a Lot encumbered by a Emergency Access Only and Drainage Easement acknowledges and agrees that (i) no Improvements shall be installed or planted within the Emergency Access Areas, and (ii) no actions will be taken or allowed by such Owner or Lessee that may obstruct the use of the street by emergency vehicles or divert the flow of water within the Emergency Access Areas. Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, hereby warrant and agree not to use the Emergency Access Areas for ingress or egress to the Project or to their Lot, or for any other purpose whatsoever. Use of the Emergency Access Areas is specifically restricted to emergency vehicles and personnel for ingress and egress to the Project.

**4.10 Non-Vehicular Access Easement.** Subject to this Declaration and the Association Rules, a one (1) foot Non Vehicular Access Easement, as shown on the Plat, and to which Lots 2, 3, 7,8, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 are subject, is granted exclusively in favor of the Association and its directors, officers, agents, employees and independent contractors for the sole purpose of enforcing the restriction that no person traverses the Non-Vehicular Access Easement for access to or from a lot either Page Springs Road or Lee Pasture Road. Each Owner, Lessee, Resident of a Lot, and their family members, agents, invitees and licensees are strictly prohibited from entering on or traversing over the Non-Vehicular Access Easement for the purpose of access to or from a Lot and either Page Springs Road or Lee Pasture

Road, either by foot, vehicle, bicycle, motorcycle, or any other means of transportation. Each Owner, Lessee and Resident, on behalf of its family members, invitees and licensees, hereby warrants and agrees not to enter upon or cross over the Non-Vehicular Access Easement for any purpose whatsoever, and particularly not for the purpose of access to or and either Page Springs Road or Lee Pasture Road.

**4.11 Wall Easement.** Subject to this Declaration and the Association Rules, a five (5) foot Wall Easement, "Wall Easement Area", as shown on the Plat, and to which Lots 2, 3, 4, 5, 6, 7, 8, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 are subject, is granted in the favor of Declarant and the Association and its directors, officers, agents, employees and independent contractors for the sole purpose of constructing, maintaining and repairing a wall should Declarant or Association, determine, in its sole discretion, to construct a wall on the Wall Easement Area.

**4.12 Easement Designated on Plat.** Each Lot, and its Owner, Lessee and Resident, and the Association, as the case may be, are declared to be subject to all easements, dedications, and rights of way granted or reserved in, on, over, or under the Property and each Lot as shown on the Plat.

**4.13 Miscellaneous Easements.** In addition to the blanket easements granted herein, the Association is authorized and empowered to grant upon, across, over, or under, Common Property and Areas of Association Obligation such permits, licenses, easements and rights-of-way for water lines, underground conduits, storm drains, television cable and other similar public or private utility purposes, security lines, roadways or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas and Areas of Association Obligation or for the preservation of the health, safety, convenience and welfare of the Owners, provided that any damage to a Lot resulting from such grant shall be repaired by the Association at its expense.

## **ARTICLE 5 - THE ASSOCIATION; ORGANIZATION; MEMBERSHIP AND VOTING RIGHTS**

**5.1 Formation of Association.** The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws, Association Rules or Architectural Rules, this Declaration shall control.

**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. Until the Transition Date, the directors of the Association shall be appointed by and may be removed by the Declarant. After the Transition Date, directors shall be elected by the Members in accordance with the Articles and Bylaws. Unless the Project Documents specifically require the vote or

written consent of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

**5.3 The Association Rules.** The Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to (i) all aspects of the Association's rights, activities and duties, (ii) the management, operation and use of the Areas of Association Responsibility, (iii) the Common Areas including, but not limited to, any recreational facilities situated upon the Common Areas, (iv) Minimum Standards for the maintenance of Lots, (v) restrictions on the use of Lots, or (vi) any other subject within the jurisdiction of the Association. Except as limited herein, the Association Rules may be adopted, amended and repealed by a majority of the members of the Board. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

**5.4 Personal Liability.** No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other 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 of the Association, the Board, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitation set forth in this Section 5.4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

**5.5 Implied Rights.** The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

**5.6 Identity of Members.** Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to each Lot owned by the Declarant and each Lot owned by an Owner, and may not be separately assigned, transferred or conveyed. There shall not be an increase in the number of memberships allowed in the Association.

**5.7 Classes of Members.** The Association shall have two classes of voting membership.

**5.7.1 Class A.** Class A members shall be all Owners of Lots, with the exception of the Declarant until the termination of the Class B membership. Each Class A member shall be entitled to one (1) vote for each Lot owned on each occasion that a vote of the Association membership is properly called for under the Project Documentation, excepting such votes that pertain to a Domestic Water System Matter, and in such votes pertaining to a Domestic Water System Matter, Class A members shall be entitled to only one (1) vote regardless of the number of Lots owned by a Class A member.

**5.7.2 Class B.** The Class B member shall be the Declarant, its successors or assigns. The Class B member shall be entitled to five (5) votes for each Lot owned on each occasion that a vote of the Association membership is properly called for under the Project Documents, excepting such votes that pertain to a Domestic Water System Matter, and in such votes pertaining to a Domestic Water System Matter, the Class B member shall be entitled to only one (1) vote regardless of the number of Lots owned by the Class B member. The Class B membership shall automatically cease to exist when the Declarant, its successors or assigns no longer owns any Lot within the Project.

**5.8 Voting Procedures.** No change in the ownership of a Lot 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 for each Lot shall be exercised as the Owners, if there is more than one Owner, agree among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot owned by an Owner. If any Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast by a Class A member for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void. In the event that more than one (1) vote is cast by a Class A member who owns more than one Lot regarding a Domestic Water System Matter, none of the votes shall be counted, and all of the votes shall be deemed void.

**5.9 Absentee Ballots.** Unless the Project Documents require otherwise, the Association shall provide for votes to be cast by absentee ballot or by some other form of delivery when directors are to be elected or any other matter is submitted to a vote of the Members, as provided in the Bylaws or as determined by the Board.

**5.10 Transfer of Membership.** The rights and obligations of any Member may not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void.

Any transfer of ownership to a Lot shall operate to transfer the Membership appurtenant to said Lot to the new Owner thereof. Each Purchaser of a Lot shall be subject to all of the terms, conditions and obligations set forth in this Declaration upon becoming the Owner of a Lot.

**5.11 Architectural Committee.** The Association shall have an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall be a Committee of the Board. The members of the Architectural Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as the Declarant owns any Lot, the Declarant shall have the sole right to appoint and remove the members of the Architectural Committee. At such time as the Declarant no longer owns any Lot or voluntarily surrenders its right to appoint and remove the members of the Architectural Committee, the members of the Architectural Committee shall be appointed by the Board. The Architectural Committee shall promulgate architectural guidelines and standards to be used in rendering its decisions (the "Design Guidelines"). The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Architectural Committee may establish a reasonable processing fee to defer the costs of the Association in considering any request for approval submitted to the Architectural Committee, which fee shall be paid at the time the request for approval is submitted.

**5.12 Water System Committee.** The Association shall have a Water System Committee to perform all the functions of the Association set forth in this Declaration as relating to any Domestic Water System Matter and Section 2.2 of this Declaration. The Water System Committee shall be a Committee of the Board, provided, initially, and until Declarant no longer owns any Lot in the Project, the members of the Water System Committee shall be elected directly by the Members of the Association, which members shall then be approved by the Board of Directors. The Water System Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as the Declarant owns any Lot or Lots (regardless of the number of Lots owned) Declarant shall have only one (1) vote as a Member of the Association to elect the members of the Water System Committee. Each Member that owns more than one (1) Lot shall have only one (1) vote as a Member of the Association to elect the members of the Water System Committee. The Declarant shall have no right to appoint or remove the members of the Water System Committee. At such time as the Declarant no longer owns any Lot in the Project, the members of the Water System Committee shall be appointed by the Board. The Water System Committee shall promulgate rules and regulations in managing and operating the Water System, including without limitation fees and charges. The decision of the Water System Committee shall be final on all matters submitted to it relating to Domestic Water System Matters pursuant to this Declaration. The Water System Committee shall advise the Board on matters related to the advisability of a Water System Assessment.

**5.13 Conveyance or Encumbrance of Common Area; Assignment or Dedication of Easements.** Except as set forth in this Section 5.13 of this Declaration, the Common Area or any Easement shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of Owners representing at least two-thirds (2/3) of the votes entitled to be cast by Members of the Association. The Declarant, so long as the Declarant owns any property within the Project, and thereafter the Board, without obtaining the approval or consent of any other Owner, may grant easements over or convey portions of the Common Area and may convey, transfer or dedicate easements:

- (i) to the State of Arizona, Yavapai County or any other governmental or quasi-governmental authority;
- (ii) to any Person for the purpose of correcting areas of unintentional encroachment;
- (iii) to any Person so long as such conveyance or easement shall not have a material adverse affect on Members or Residents.

Any such conveyances or granting of easements may reserve to the Association and its Members any rights, privileges and duties determined by the Declarant or the Board, whichever is applicable, to be appropriate for the enjoyment and use of the Property.

**5.14 Suspension of Voting Rights.** If an Owner otherwise entitled to vote is delinquent in the payment of any Assessments or other amounts due to the Association under the Project Documents within fifteen (15) days after such payment is due or if any Owner violates any other provision of the Project Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of the violation, the Board of Directors may, in its sole discretion, certify that such Owner is not in good standing and such Owner's right to vote shall be suspended until such time as all payments, including interest and attorneys' fees, are brought current, and until any other infractions or violations of the Project Documents are corrected.

## **ARTICLE 6 - COVENANT FOR ASSESSMENTS, FEES, CHARGES, FINES AND PENALTIES AND CREATION OF LIEN THEREFOR**

**6.1 Creation of Association Lien and Personal Obligation for Assessments, Fees, Charges, Fines and Penalties.** Each Owner, other than the Declarant, (except as provided in Section 6.5 of this Declaration), by becoming the Owner of a Lot, is deemed to covenant and agree, to pay Assessments, fees, charges, fines and penalties to the Association in accordance with this Declaration or the other Project Documents. All Assessments, fees, charges, fines and penalties shall be established and collected as provided in this Declaration or the other Project Documents. The Assessments, fees, charges, fines and penalties, together with

interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment, fee, charge, fine or penalty is levied or made. Recording of this Declaration constitutes record notice and perfection of the lien established hereby. Each Assessment, fee, charge, fine and penalty, together with interest, late charges, and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in enforcing the Project Documents and collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment, fee, charge, fine or penalty became due. The personal obligation for delinquent Assessments, fees, charges, fines or penalties shall not pass to the successors in title of the Owner unless expressly assumed by them.

## **6.2 Annual Assessments.**

**6.2.1** In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform its duties and obligations under the Project Documents, including the establishment of replacement and maintenance reserves, the Board, for each Assessment Period, shall assess an Annual Assessment against each Lot. The Board shall not levy an Annual Assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's Annual Assessment without the approval of a majority of the Members of the Association.

**6.2.2** The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, it may, subject to the twenty percent (20%) limit set forth in Subsection 6.2.1 of this Declaration for the increase of the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board.

**6.3 Assessment Period.** The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the Association's fiscal year.

**6.4 Rate of Assessment.** The amount of the Annual Assessment for each Lot other than Lots owned by the Declarant shall be the amount obtained by dividing the anticipated Common Expenses of the Association for the Assessment Period for which the Annual Assessment is being levied by the total number of Lots.

**6.5 Obligation of Declarant for Deficiencies.** Until the Transition Date, Declarant shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board with reasonable notice, such funds as may be necessary, when added to the Annual Assessments then collected by the Association, to pay all Common Expenses of the Association as they become due. Notwithstanding the foregoing sentence, Declarant shall not be obligated to pay to the Association pursuant to this Section 6.5 any funds for the establishment of replacement and maintenance reserves.

**6.6 Water System Assessment.**

**6.6.1** The Board may levy against each Lot, in any Assessment Period, a Water System Assessment for the purpose of providing or defraying, in whole or in part, the cost of operating the Domestic Water System and the cost of any upgrade, construction, reconstruction, repair or replacement of an improvement used to operate the Domestic Water System, including fixtures and personal property related thereto.

**6.6.2** The total amount to be assessed against each Lot shall be the amount that is reasonably estimated from time to time by the Board to produce the necessary funds for the Association to operate, maintain, repair and replace the Domestic Water System in accordance with all laws, rules and regulations promulgated by the applicable governmental authorities divided by the number of Lots in the Project. Water System Assessments shall be collected on a monthly or quarterly basis or such other basis as may be selected by the Board.

**6.7 Special Assessments.** The Association may levy against each Lot, in any Assessment Period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Area, including fixtures and personal property related thereto, provided that any Special Assessment shall have the assent of two thirds (2/3) of the votes in each Class of Membership entitled to be cast by Members who are voting in person, by absentee ballot, or by proxy, if permissible, at a meeting duly called for such purpose.

**6.8 Lot Specific Assessments.** Lot Specific Assessments shall be levied by the Board against Lots with respect to which particular costs have been incurred by the Association. In the event the Association undertakes to provide work, materials or services on or about a Lot which are necessary to cure or remedy a breach or violation of the Governing Documents that the Owner has refused to cure or remedy, such Owner by refusing to undertake or complete the required cure or remedy shall be deemed to have agreed in writing that all of the costs and expenses incurred in connection therewith shall be Lot Specific Assessments.

**6.9 Commencement Date of Assessment Obligation.** Each Lot shall be subject to assessment upon the conveyance thereof to a Person other than Declarant.

**6.10 No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason including, without limitation, a claim that the Association is not properly exercising its duties of maintenance of all or any portion of the Common Area or other Area of Association Responsibility, or that the Association is not enforcing the Project Documents.

**6.11 Homestead Waiver.** Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Arizona now in effect, or in effect from time to time hereafter.

**6.12 Purposes for which Association's Funds May Be Used.** The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners 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 and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project and the Owners.

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

**6.14 Transfer, Refinance and Disclosure Fees.** Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board. Any Owner of a Lot who sells or refinances his or her Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a refinance or disclosure fee in such amount as is established from time to time by the Board. Fees

charged pursuant hereto shall be secured by the Association Lien established pursuant to Section 6.1 of this Declaration.

**6.15 Fines and Penalties.** In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Project Documents, the Association shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the Project Documents by the Owner, any other Residents of the Owner's Lot or any of the Owner's family, tenants, guests, contractors or agents. The amount of the fine or penalty for each violation shall be established by the Board.

**6.16 Notice of Violation, Appeal and Payment of Fines and Penalties.**

**6.16.1** The Board, or any person designated by the Board, may serve a "Notice of Violation" against an Owner or Lessee for a violation of any provision of the Project Documents by the Owner, his family or guests. A Notice of Violation shall contain (i) a description of the violation, (ii) the appropriate time and place at which the violation was observed, (iii) the amount of the fine to be paid by the Owner or Lessee for such violation, (iv) the name of the person issuing the Notice of Violation, and (v) a statement advising the Owner or Lessee of the Owner's or Lessee's right to appear before the Board on the date, time and place specified for a hearing at which the Owner or Lessee can offer any defenses or mitigating circumstances.

**6.16.2** Notice of Violation shall be deemed to have been served if delivered personally to the Owner or Lessee named in the Notice of Violation or sent to the Owner or Lessee by registered or certified United States mail, return receipt requested, postage prepaid. A Notice of Violation served by mail shall be deemed to have been received by the Owner or Lessee to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is deposited in the United States mail. A Notice of Violation given to the Owner by mail shall be addressed to the Owner at the address of the Owner as shown on the records of the Association. A Notice of Violation given to the Lessee by mail shall be addressed to the Residential Unit occupied by the Lessee. If a Lot is owned by more than one person or entity, a Notice of Violation to one of the joint Owners shall constitute notice to all of the joint Owners.

**6.16.3** The Owner or Lessee shall pay the fine set forth in the Notice of Violation to the Association within ten (10) days after the Notice of Violation is served on the Owner or Lessee or, if the Owner or Lessee appears at the hearing specified in the Notice of Violation, within ten (10) days after a hearing before the Board in which the Board upholds the fine.

**6.16.4** Any fines or penalty levied pursuant hereto shall be secured by the Association Lien established pursuant to Section 6.1 of this Declaration.

**6.17 Costs of Enforcement.** Any costs incurred by the Association in enforcing this Declaration or the other Project Documents shall be the obligation of the Owner of the Lot against which enforcement is sought. Such costs shall include, but not be limited to, reasonable attorneys' fees, whether or not suit is filed. The obligation to pay the costs of enforcement shall be secured by the Association Lien established pursuant to Section 6.1 of this Declaration.

**6.18 Effect of Nonpayment of Assessments, Fees, Charges, Fines and Penalties; Remedies of the Association.**

**6.18.1** Any Assessment, fee, charge, fine or penalty, or any installment of an Assessment, fee, charge, fine or penalty not paid within fifteen (15) days after the Assessment, fee, charge, fine or penalty, or the installment thereof, first became due shall bear interest from the due date at the rate of interest established from time to time by the Board. In addition, the association shall impose a late charge on late-payments authorized by law. Late charges shall refer to charges to be added to late payments of Assessments and shall be applicable to any payment that becomes delinquent if not paid within fifteen (15) days from the date due, and are limited to the greater of fifteen dollars (\$15.00) or ten percent (10%) of each amount that becomes delinquent. This late charge is subject to the highest permitted amounts that may become applicable by reason of any laws that may become effective after the execution date of this Declaration.

**6.18.2** As set forth in Section 6.1 of this Declaration, the Association shall have a lien on each Lot for all Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees levied against or charged to a Lot or the Owner thereof. The Association may, at its option, record a Notice of Lien setting forth the name of the delinquent owner as shown in the records of the Association, the legal description or street address of the Lot against which the Notice of Lien is recorded and the amount claimed to be past due as of the date of the recording of the Notice, including late charges, interest, costs of collection, lien recording fees, lien release fees, reasonable attorneys' fees and the costs of preparing the Notice of Lien.

**6.18.3** Subject to applicable statutes, the Lien created by Section 6.1 of this Declaration shall have priority over all liens or claims except for (i) tax liens for real property taxes, and (ii) assessments in favor of any municipal or other governmental body.

**6.18.4** The Board may suspend for the entire period during which any Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees remain delinquent the obligated Owner's right to vote on any matter at regular or special meetings of the Association.

**6.18.5** The Board may suspend for the entire period during which any Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees remain delinquent, the obligated Owner's right, if any, to the use of the recreational facilities that are part of the Common Area.

**6.18.6** The Board may, without notice or demand, enforce the lien established pursuant to Section 6.1 of this Declaration.

**6.18.7** The Board may, without notice or demand, institute an action at law for a money judgment to recover the amount of the delinquent Assessment together with all fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees.

**6.19 Surplus Funds.** The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual 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.

## **ARTICLE 7 - MAINTENANCE**

### **7.1 Areas of Association Obligation.**

**7.1.1** The Association, or its duly delegated representative, shall manage, maintain, repair and replace the (i) the Areas of Association Obligation, and all Improvements located thereon, including the Water System, as set forth in Subsections 7.1.3 through 7.1.9 of this Declaration, and (iii) all Association Property.

**7.1.2** The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

**7.1.3** The Association shall be responsible for the operation, maintenance, repair and replacement of the Water System in compliance with all applicable federal, state and local laws, ordinances and regulations. The Association shall file all reports regarding the operation and maintenance of the Water System as may be required by federal, state or local laws, ordinances or regulations. Water lines and appurtenant facilities which serve only one Lot and which are located within the

boundary of a Lot shall be maintained, repaired and replaced by the Owner of the Lot served.

**7.1.4** The Association shall contract with a certified operator to manage, operate and maintain the Water System.

**7.1.5** If the Arizona Corporation Commission attempts to exercise its jurisdiction over the Association to declare or adjudicate the Association as a public service corporation, then and in that event, the Association may, at its option, take whatever action is necessary, including the sale and disposition of all water related facilities and assets, to preclude the Arizona Corporation Commission's regulation of the Association.

**7.1.6** If the Board determines, in its reasonable discretion, that it is in the best interest of the Owners, Lessees and Residents that the Association not provide water services to the Owners, Lessees and Residents, and that any such services can better be provided by another entity, then and in that event of termination of such services by the Association, the Board shall discontinue the charges authorized pursuant to Article 6 of this Declaration with respect to the discontinued portion of the operation and maintenance of the Water System and any obligations of Owners, Lessees and Residents created hereunder for the benefit of the Association as to the operation or maintenance of the Domestic Water System are expressly assigned to the entity that will provide water service.

**7.1.7** The Association shall be responsible for maintaining, repairing and replacing the drainage facilities within the Drainage Easement Areas.

**7.1.8** The Association shall be responsible for maintaining, repairing and replacing the wall, if any, located within the Wall Easement Area.

**7.1.9** The Association shall be responsible for maintaining, repairing and replacing the gate, barrier, or other security measure, if any, located within the Emergency Access Areas.

**7.2 Lots.** Subject to the restrictions set forth in Section 3.1 of this Declaration, each Owner shall be responsible for maintaining his or her Lot. Each Owner shall be responsible for maintaining, repairing or replacing all buildings, Residential Units, landscaping or other Improvements situated on his or her Lot. All buildings, Residential Units, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot that are the responsibility of the Owner thereof shall be irrigated, subject to Section 3.9 of this Declaration, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die or present a fire hazard shall be removed. No yard equipment, wood piles or storage area may be maintained so as to be Visible From Neighboring Property or streets.

**7.3 Sewer System Maintenance.** Each Owner, Lessee and Resident shall be solely responsible for the repair and maintenance of the sewer facilities and lines (septic or otherwise) installed within the boundaries of Owner's Lot, including payment for the cost or regular periodic pumping and cleaning of the system. Each Owner, Lessee and Resident shall be solely responsible for maintaining and repairing the structural and mechanical aspects of the sewer system. It is specifically agreed and understood by all Owners, Lessees and Residents that the sewer system used on each Lot shall in no way be altered or changed without the written consent of the Architectural Committee and, shall comply with the requirements of all governmental agencies having jurisdiction over any such alterations or changes.

**7.4 Assessment of Certain Costs of Maintenance and Repair.** In the event that the need for maintenance or repair of an Area of Association Responsibility is caused through the willful or negligent act of any Member, his family, Lessee, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Member and the Member's Lot is subject and shall be secured by the Association Lien. Any charges or fees to be paid by the Owner of a Lot pursuant to this Section 7.4 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 part of such Assessment and shall be secured by the Association Lien.

**7.5 Improper Maintenance and Use of Lots.** In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event the Owner of any Lot is failing to perform any of its obligations under the Project Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give 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 fourteen (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 is subject and shall be secured by the Association Lien.

## **ARTICLE 8 - INSURANCE**

**8.1 Scope of Coverage.** Commencing no later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

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

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

**8.1.3** Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

**8.1.4** Directors and officers liability insurance in an amount to be determined by the Board;

**8.1.5** Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

**8.1.6** The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

- (i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;
- (ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;
- (iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

- (iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;
- (v) Statement of the name of the insured as the Association; and
- (vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

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

**8.3 Payment of Premiums.** The premiums for any insurance obtained by the Association pursuant to Section 8.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association.

**8.4 Payment of Insurance Proceeds.** With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 8.5 of this Declaration, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

**8.5 Repair and Replacement of Damaged or Destroyed Common Area.** Any portion of the Common Area which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of

Members representing more than fifty percent (50%) of the total authorized votes in the Association.

## **ARTICLE 9 - GENERAL PROVISIONS**

**9.1 Enforcement.** The Association or any Owner shall have the right to enforce Project Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Project Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Project Documents in the future. In the event of any litigation or arbitration by or against the Association, the prevailing party in such litigation or arbitration shall be entitled to recover from the nonprevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.

**9.2 Method of Termination.** This Declaration shall continue in full force and effect during such time as Declarant owns any Lot, and thereafter unless terminated by the affirmative vote or written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the votes of in the Association. If the necessary votes and consents 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 this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

### **9.3 Amendments.**

**9.3.1** Except as provided in Subsection 9.3.5, and except for amendments made pursuant to Subsection 9.3.2 or 9.3.4 of this Declaration, the Declaration may only be amended at any time by the written approval or the affirmative vote, or any combination thereof, of Owners representing not less than of not less than seventy-five percent (75%) of the votes in the Association.

**9.3.2** The Declarant owns any Lot, and thereafter, the Board may amend this Declaration or the Plat, without obtaining the approval or consent of any Owner or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the

Plat or the Project Documents is required by law or requested by the Declarant or the Board.

**9.3.3** So long as the Declarant is a Member of the Association, any amendment to this Declaration must be approved in writing by the Declarant.

**9.3.4** The Declarant, so long as the Declarant is a Member of the Association, and thereafter the Board, may amend this Declaration without the consent of any other Owner to correct any error or inconsistency in the Declaration.

**9.3.5** Notwithstanding the provisions of Subsection 9.3.1 of this Declaration, Section 3.23, Section 5.6, and Section 5.7 shall not be amendable under any circumstance.

**9.3.6** At any time after the Transition Date, any amendment approved pursuant to Subsection 9.3.1 of this Declaration or by the Board pursuant to Subsection 9.3.2 or 9.3.4 shall be signed by the President or Vice President of the Association and shall certify that the amendment has been approved as required by this Section 9.3 and recorded. Any amendment made by the Declarant prior to the Transition Date or pursuant to Subsection 9.3.2 or 9.3.4 of this Declaration shall be signed by the Declarant and recorded. Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the Recording of the amendment.

**9.4 Rights of First Mortgagees.** Any First Mortgagee will, upon written request, be entitled to (i) inspect the books and records of the Association during normal business hours, (ii) receive within ninety (90) days following the end of any fiscal year of the Association, a financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party, and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings.

**9.5 Interpretation.** Except for judicial construction, the Association 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 benefited or bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws, Association Rules or Design Guidelines, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and the Association Rules or the Design Guidelines, the Bylaws shall control.

**9.6 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.

**9.7 Rule Against Perpetuities.** If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (i) those which would be used in determining the validity of the challenged interest, plus (ii) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

**9.8 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.

**9.9 Laws, Ordinances and Regulations.**

**9.9.1** The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Architectural Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

**9.9.2** Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

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

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

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

**9.12 Notices.** If notice of any action or proposed action by the Board 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, Lessee 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 Yavapai County. This Section 9.12 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.

**9.13 Limitation on Declarant's Liability.** Notwithstanding anything to the contrary in this Declaration, each Owner, by accepting any interest in any portion of the Property and becoming an Owner, acknowledges and agrees that neither Declarant (including any assignee of the interest of Declarant hereunder) nor any affiliate, partner, officer, director or shareholder of Declarant (or any partner or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, Member or any other Person, arising under, in connection with, or resulting from (including resulting from action or failure to act with respect to) this Declaration or the Association except, in the case of Declarant (or its assignee), to the extent of its interest in the Property and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets or be a lien upon such other assets of the judgment debtor.

IN WITNESS WHEREOF, MINGUS PANORAMA ESTATE, L.L.C., an Arizona limited liability company, has executed this Declaration as of the day and year first above written.

MINGUS PANORAMA ESTATE, L.L.C.,  
an Arizona limited liability company

  
\_\_\_\_\_  
Clara Y. Mak, Member



G

Recording Requested by:  
First American Title Insurance Agency, Inc.



B-4414 P-66  
Page: 1 of 3  
WD 4033027

When recorded mail to:  
Wuersch/Max Living Trust  
350 SHADOW ROCK DRIVE  
SEDONA, AZ 86336

## WARRANTY DEED

exempt under A.R.S. 11-1134 B7

File No. **281-4697251 (PN)**

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

**Kurt Wuersch and Clara Y. Mak, as Trustees of the Wuersch/Mak Living Trust dated August 14, 1995**, the GRANTOR does hereby convey to

**Mingus Panorama Estate, L.L.C., an Arizona Limited Liability Company**, the GRANTEE

the following described property situate in **Yavapai County, Arizona**:

**THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.**

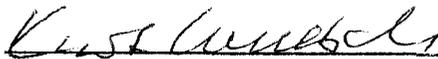
Pursuant to ARS 33-404, Beneficiaries names and addresses under said trust(s) are disclosed in Trust Certification(s) attached hereto.

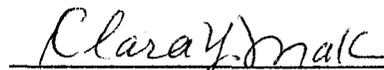
**Subject To:** Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

DATED: June 30, 2006

**The Wuersch/Mak Living Trust dated August 14, 1995**

  
Kurt Wuersch, Trustee

  
Clara Y. Mak, Trustee





File No.: 281-4697251 (PN)  
A.P.N.: 407-33-051 2

Warranty Deed - continued

**TRUST CERTIFICATION**

June 30, 2006

First American Title Insurance Agency, Inc.  
1835 W. Highway 89A, Suite 4  
Sedona, AZ 86336

RE: Escrow No. 281-4697251

The undersigned, being the Trustee(s) of the Wuersch/Max Living Trust, do(es) hereby certify that as of this date said Trust Agreement is in full force and effect and has not been amended, modified or revoked.

The names and addresses of the beneficiaries of the trust, which must be disclosed on the deed, are as follows:

NAME: Kurt Wuersch

ADDRESS: 350 SHADOW ROCK DR.  
SEDONA, AZ 86336

NAME: CLARA Y. MAK

ADDRESS: 350 SHADOW ROCK DRIVE  
SEDONA, AZ 86336

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Wuersch/Max Living Trust

Kurt Wuersch  
Kurt Wuersch, Trustee

Clara Y. Mak  
Clara Y. Mak, Trustee

H

DEDICATION

STATE OF ARIZONA )
YAVAPAI COUNTY )

KNOW ALL MEN BY THESE PRESENTS:

THAT MINGUS PANORAMA ESTATES, L.L.C., AN ARIZONA LIMITED LIABILITY CORPORATION, HAS BEEN DESIGNATED AS THE ASSIGNED DEVELOPER OF THE MINGUS PANORAMA ESTATES A PORTION OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 4 EAST, OF THE GILA AND SAN ANDRÉS MERIDIANS, YAVAPAI COUNTY, ARIZONA, AND HAS BEEN DESIGNATED AS THE ASSIGNED DEVELOPER OF THE MINGUS PANORAMA ESTATES A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION, LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, T.16N., R.4E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA, ASSESSOR PARCEL 407-33-081 300' SURROUNDING AREA

SEE TITLE TO THE AREA ON THE PLAN LOCATED AND DESCRIBED AS MINGUS PANORAMA ESTATES A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION, LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 4 EAST, OF THE GILA AND SAN ANDRÉS MERIDIANS, YAVAPAI COUNTY, ARIZONA, ASSESSOR PARCEL 407-33-081 300' SURROUNDING AREA

TRACT "A" IS RESERVED FOR USES DEEMED APPROPRIATE BY THE ASSOCIATION, SUBJECT TO SUCH EASEMENTS AS MAY BE GRANTED. TRACT "A" IS RESERVED AS A WALL SITE WATER STORAGE TREATMENT, AND DISTRIBUTION AREA. OTHER AREAS WITHIN THE TRACT "A" NOT EXPRESSLY USED FOR THESE PURPOSES MAY INCORPORATE A TRACT "A" INTO THE TRACT "A" FOR THE USE OF LOT OWNERS WITHIN THE SUBDIVISION.

OWNERS OF THE PROPERTY COVERED HEREBY AND THAT EVERY EASEMENT, ENCUMBRANCE OR OTHER REAL PROPERTY INTERESTS CREATED OR CONVEYANCES OR OTHER REAL PROPERTY INTERESTS CREATED OR CONVEYANCES BY INSTRUMENTS WHICH ARE RECORDED WITH THIS PLAN, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE YAVAPAI COUNTY RECORDERS' OFFICE OR WHICH OWNERS WILL RECORD NO LATER THAN THE DATE ON WHICH THIS PLAN IS RECORDED.

IN WITNESS WHEREOF, OWNERS HAVE HERETOFORE CAUSED THE CORPORATE SEAL OF THE UNDERSIGNED TO BE HEREIN SET BY HAND AND OFFICIAL SEAL.

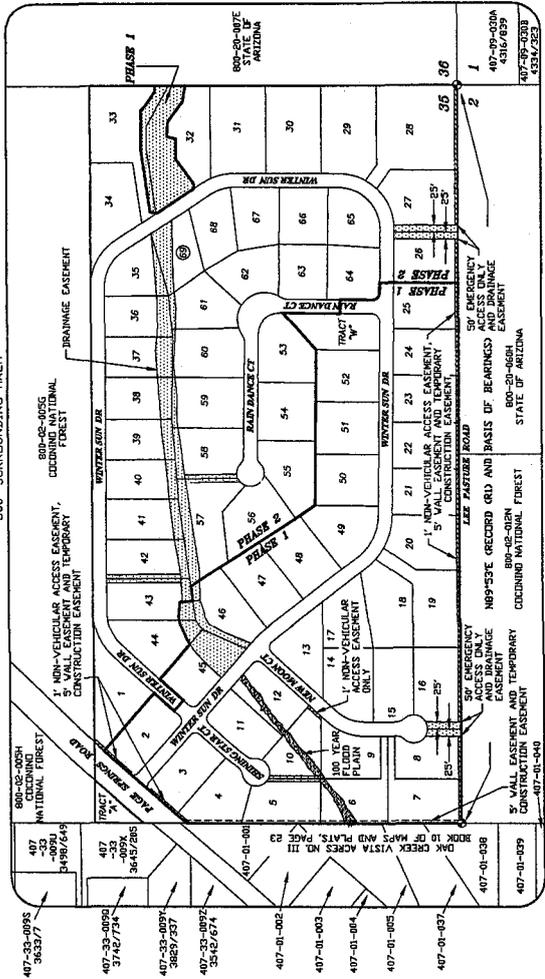
DEVELOPMENT SERVICES DIRECTOR

THIS SUBDIVISION IS NOT A RESUBDIVISION OF A PREVIOUSLY RECORDED SUBDIVISION. CONCERNING WATER ADEQUACY HAS BEEN RECEIVED FROM THE YAVAPAI COUNTY WATER DEPARTMENT AND IS IN ACCORDANCE WITH THE DESIGNATION OF ADEQUATE WATER SUPPLY.

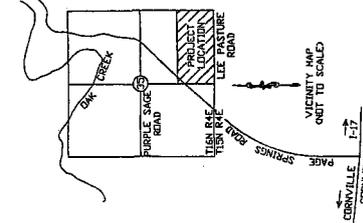
FINAL PLAN
MINGUS PANORAMA ESTATES
A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
(CONTAINING 79.72 ACRES)

LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, T.16N., R.4E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA, ASSESSOR PARCEL 407-33-081 300' SURROUNDING AREA

LAND SURVEYORS: SEC. INC. BEASLEY ORSK #6 (928) 282-7797 350 S. MAJOW ROCK DR. SEDONA, ARIZONA 86336



FINAL PLAT FLOOD PLAIN NOTES
1. THE AREA HEREBY, WITHIN THE 100-YEAR FLOOD PLAIN LIMITS...
2. RESTRICTIVE WALL FENCES HAVE BEEN DESIGNED AND RELATED FACILITIES PLACED THEREON OUTSIDE THE 100-YEAR FLOOD PLAIN...
3. NO CLAMBLINK, WOVEN WIRE OR BLOCK WALL FENCES ARE TO BE PLACED WITHIN THE 100-YEAR FLOOD AREAS OR THOSE AREAS NECESSARY TO CONVERT STORM RUNOFF FROM THE SUBDIVISION.



APPROVALS

DEVELOPMENT SERVICES DIRECTOR
COUNTY ENGINEER
ENVIRONMENTAL UNIT MANAGER
YAVAPAI COUNTY FLOOD CONTROL DISTRICT DIRECTOR

ASSURANCE

SATISFACTORY ASSURANCE IN THE FORM OF FROM THE ARCHITECT AND ENGINEER'S CERTIFICATE THAT THE INSTALLATION OF STREETS, AND ALL REQUIRED IMPROVEMENTS IN THIS SUBDIVISION, ELECTRIC AND PHONE UTILITY SERVICES HAVE BEEN ASSURED BY LETTER FROM THE APPROPRIATE UTILITY COMPANY.

ATTEST: CLERK OF THE BOARD
CLERK OF THE BOARD OF SUPERVISORS OF YAVAPAI COUNTY, HEREBY CERTIFY THAT SAID BOARD APPROVED THE WITHIN PLAN ON THE 11th DAY OF 08 MONTHS 2006.

UTILITIES FURNISHED BY: ELECTRIC - ARIZONA PUBLIC SERVICE TELEPHONE - QWEST COMMUNICATIONS WATER - MINGUS PANORAMA ESTATES (DOMESTIC WATER SYSTEM) FIRE PROTECTION - VERDE VALLEY FIRE DISTRICT POLICE - YAVAPAI COUNTY SHERIFF

Form with fields for NO., FILED AND RECORDED AT REQUEST OF S.E.C., Inc., COUNTY RECORDER, and other administrative information.

FINAL PLAT NOTES
1. THE SUBDIVIDER HEREBY RECLAMES AND AGREES THAT THE NUMBERED LOTS BE SHOWN AS AT LEAST THE MINIMUM AREA PERMITTED BY THE DIVISIONS OF NUMBERED LOTS SHALL BECOME BOUNDING UPON EACH AND CREATION OF EASEMENTS OR RIGHTS-OF-WAY TO THE CONTIGUOUS LOT FOR WHOLE OR PARTS OF A LOT TO THE OWNER OF A CONTIGUOUS LOT FOR DIVIDED AS TO CREATE A LOT OF LESSER SIZE THAN THAT ALLOWED WITHIN THE R.L.S. ZONING DISTRICT.

FINAL PLAT FLOOD PLAIN NOTES
1. THE AREA HEREBY, WITHIN THE 100-YEAR FLOOD PLAIN LIMITS...
2. RESTRICTIVE WALL FENCES HAVE BEEN DESIGNED AND RELATED FACILITIES PLACED THEREON OUTSIDE THE 100-YEAR FLOOD PLAIN...
3. NO CLAMBLINK, WOVEN WIRE OR BLOCK WALL FENCES ARE TO BE PLACED WITHIN THE 100-YEAR FLOOD AREAS OR THOSE AREAS NECESSARY TO CONVERT STORM RUNOFF FROM THE SUBDIVISION.

FINAL PLAT FLOOD PLAIN NOTES
1. THE AREA HEREBY, WITHIN THE 100-YEAR FLOOD PLAIN LIMITS...
2. RESTRICTIVE WALL FENCES HAVE BEEN DESIGNED AND RELATED FACILITIES PLACED THEREON OUTSIDE THE 100-YEAR FLOOD PLAIN...
3. NO CLAMBLINK, WOVEN WIRE OR BLOCK WALL FENCES ARE TO BE PLACED WITHIN THE 100-YEAR FLOOD AREAS OR THOSE AREAS NECESSARY TO CONVERT STORM RUNOFF FROM THE SUBDIVISION.

NOTARY PUBLIC
MY COMMISSION EXPIRES
DEVELOPMENT SERVICES DIRECTOR

COVER SECTION 35 T.16N., R.4E. MINGUS PANORAMA ESTATES. Includes SEC logo and contact information for SEC Inc.

7-27-06 ASSORTED OFFICE REVISIONS
SEE SHEET 2 FOR SUBDIVISION / SURVEY
SEE SHEET 3 FOR SECTION BREAKDOWN, TYPICAL BUILDING
SEE SHEET 4 FOR ALL LINES / CURVE DATA AND BRANCHED
EASEMENT DIMENSIONS
SEE SHEET 5 FOR ADDITIONAL EASEMENT DETAILS

LOT BUILDING AND GRADING NOTE
EVERY APPLICATION FOR A BUILDING PERMIT MUST BE ACCOMPANIED BY A GRADING PLAN AND SHALL INCORPORATE ALL YAVAPAI COUNTY FLOOD CONTROL DISTRICT BRUNNAGE CRITERIA

ALL LOTS ARE SUBJECT TO CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN BOOK OF OFFICIAL RECORDS, PAGE

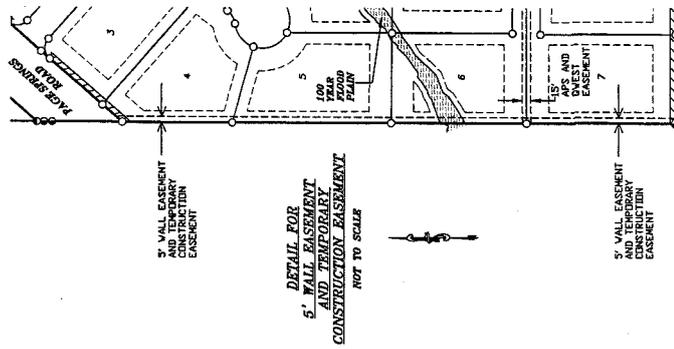
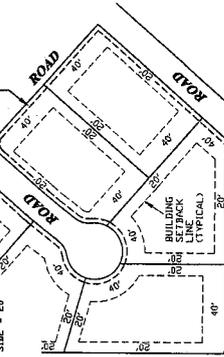
©2006, SEC, Inc. All Rights Reserved.
This instrument is a legal document and shall be construed and interpreted in accordance with the laws of the State of Arizona.
Without the prior written permission of SEC, Inc. reproduced in any form or by any means or stored in a database or retrieval system.



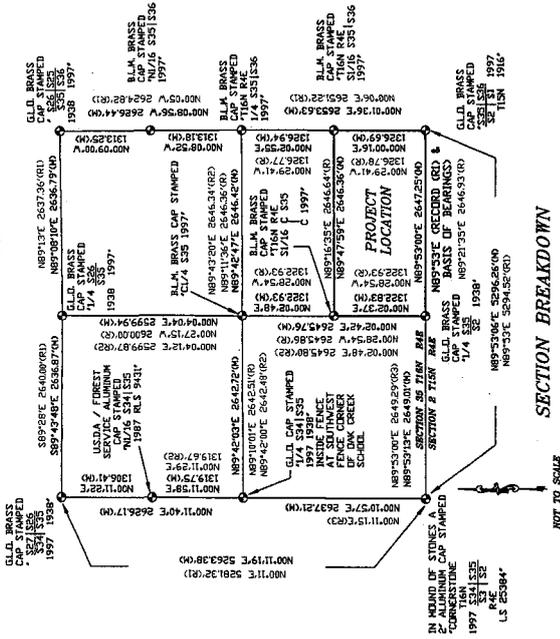
**FINAL PLAT**  
**MINGUS PANORAMA ESTATES**  
 A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION  
 (CONTAINING 79.72 ACRES)  
 LOCATED IN THE SOUTH 1/2 OF  
 THE SOUTHEAST 1/4 OF SECTION 35,  
 T.16N., R.4E., G. & S.R.M.,  
 YAVAPAI COUNTY, ARIZONA.  
 ASSESSOR PARCEL 407-33-051

**EXAMPLE OF TYPICAL LOT SETBACKS AND R.U.E.(S).**  
 NOT TO SCALE

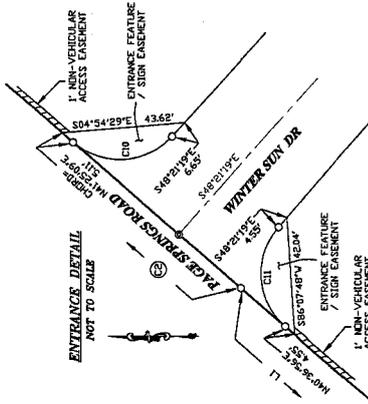
8' UTILITIES EASEMENT ALONG  
 AND THE PACE SPRINGS ROAD FRONTAGE  
 TYPICAL FOR ALL LOTS  
 COUNTY REQUIRED SETBACKS  
 FOR THE R.U.E. DO NOT  
 INTERFERE WITH THE  
 INTENDED FOR INSTALLATION  
 ON SHEET 5 FOR EXCEPTIONS



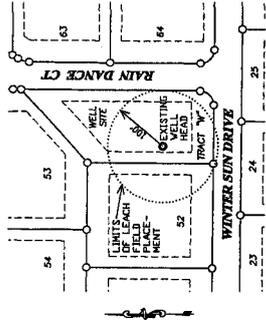
**SECTION 35**



**SECTION BREAKDOWN**



**LIMITS OF LEACH FIELD PLACEMENT**  
 NOT TO SCALE



FILED AND RECORDED AT REQUEST OF <b>S.E.C., Inc.</b>	DATE 07/02/06	SHEET 3 OF 5
AT TOLSON, AZ	BOOK 1997-260	DATE 05-25-03
RECORDED IN YAVAPAI COUNTY ARIZONA	COUNTY RECORDER YAVAPAI COUNTY ARIZONA	DATE 07/02/06
7-27-06 ASSORTED OFFICE REVISIONS	DETAILED SECTION 35 T.16N., R.4E.	DATE 07/02/06
	BOOK 1997-260	SHEET 3 OF 5
	DATE 05-25-03	FILED TOLSON, AZ
	DATE 07/02/06	FILED TOLSON, AZ

© 2006, SEC, Inc. All Rights Reserved. This document is protected under the United States Copyright Act. No part may be reproduced or transmitted in any form or by any means, without the prior written permission of SEC, Inc.

**FINAL PLAT**  
**MINGUS PANORAMA ESTATES**  
 A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION  
 (CONTAINING 79.72 ACRES)  
 LOCATED IN THE SOUTH 1/2 OF  
 THE SOUTHEAST 1/4 OF SECTION 35,  
 T.16N., R.4E., G. & S.R.M.,  
 YAVAPAI COUNTY, ARIZONA.  
 ASSESSOR PARCEL 407-33-051



7-27-86 ASSURED OFFICE REVISIONS

FILED AND RECORDED AT REQUEST OF  
**S.E.C., Inc.**  
 AT \_\_\_\_\_ POLLOCK \_\_\_\_\_  
 BY \_\_\_\_\_  
 COUNTY RECORDER IN YAVAPAI COUNTY ARIZONA

**MINGUS PANORAMA ESTATES**

**SE**  
**C**  
**E**  
**C**  
**INC.**

20 STUTZ BEAUCHT # 6  
 SEDONA ARIZONA 86326  
 (928) 326-4444  
 www.seccinc.com

DRAWN B.L.S. 05-003  
 4 OF 5  
 DATE 07/05/06  
 CHECKED M.L.F.  
 SCALE 1" = 100'

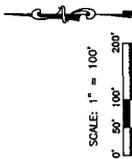
DRAINAGE EASEMENT  
 SECTION 35  
 T.16N., R.4E.

LINE	LENGTH	BEARING
L1	97.75	S37°32'24"E
L2	97.75	S37°32'24"E
L3	97.75	S37°32'24"E
L4	97.75	S37°32'24"E
L5	97.75	S37°32'24"E
L6	97.75	S37°32'24"E
L7	97.75	S37°32'24"E
L8	97.75	S37°32'24"E
L9	97.75	S37°32'24"E
L10	97.75	S37°32'24"E
L11	97.75	S37°32'24"E
L12	97.75	S37°32'24"E
L13	97.75	S37°32'24"E
L14	97.75	S37°32'24"E
L15	97.75	S37°32'24"E
L16	97.75	S37°32'24"E
L17	97.75	S37°32'24"E
L18	97.75	S37°32'24"E
L19	97.75	S37°32'24"E
L20	97.75	S37°32'24"E
L21	97.75	S37°32'24"E
L22	97.75	S37°32'24"E
L23	97.75	S37°32'24"E
L24	97.75	S37°32'24"E
L25	97.75	S37°32'24"E
L26	97.75	S37°32'24"E
L27	97.75	S37°32'24"E
L28	97.75	S37°32'24"E
L29	97.75	S37°32'24"E
L30	97.75	S37°32'24"E
L31	97.75	S37°32'24"E
L32	97.75	S37°32'24"E
L33	97.75	S37°32'24"E
L34	97.75	S37°32'24"E
L35	97.75	S37°32'24"E
L36	97.75	S37°32'24"E
L37	97.75	S37°32'24"E
L38	97.75	S37°32'24"E
L39	97.75	S37°32'24"E
L40	97.75	S37°32'24"E
L41	97.75	S37°32'24"E
L42	97.75	S37°32'24"E
L43	97.75	S37°32'24"E
L44	97.75	S37°32'24"E
L45	97.75	S37°32'24"E
L46	97.75	S37°32'24"E
L47	97.75	S37°32'24"E
L48	97.75	S37°32'24"E
L49	97.75	S37°32'24"E
L50	97.75	S37°32'24"E
L51	97.75	S37°32'24"E
L52	97.75	S37°32'24"E
L53	97.75	S37°32'24"E
L54	97.75	S37°32'24"E
L55	97.75	S37°32'24"E
L56	97.75	S37°32'24"E
L57	97.75	S37°32'24"E
L58	97.75	S37°32'24"E
L59	97.75	S37°32'24"E
L60	97.75	S37°32'24"E
L61	97.75	S37°32'24"E
L62	97.75	S37°32'24"E
L63	97.75	S37°32'24"E
L64	97.75	S37°32'24"E
L65	97.75	S37°32'24"E
L66	97.75	S37°32'24"E
L67	97.75	S37°32'24"E
L68	97.75	S37°32'24"E
L69	97.75	S37°32'24"E
L70	97.75	S37°32'24"E
L71	97.75	S37°32'24"E
L72	97.75	S37°32'24"E
L73	97.75	S37°32'24"E
L74	97.75	S37°32'24"E
L75	97.75	S37°32'24"E
L76	97.75	S37°32'24"E
L77	97.75	S37°32'24"E
L78	97.75	S37°32'24"E
L79	97.75	S37°32'24"E
L80	97.75	S37°32'24"E
L81	97.75	S37°32'24"E
L82	97.75	S37°32'24"E
L83	97.75	S37°32'24"E
L84	97.75	S37°32'24"E

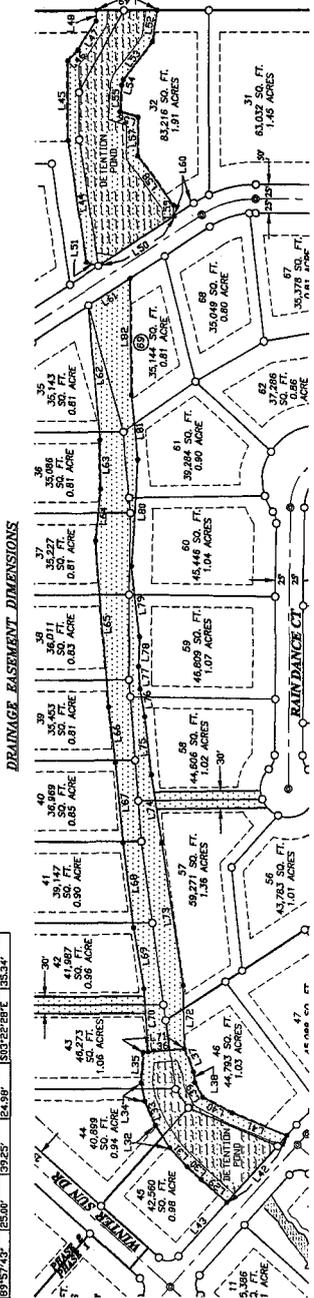
**EXTERIOR BOUNDARY DIMENSION**

①  
 Radius = 0132977  
 Radius = 377938  
 Tangent = 70842  
 Chd. Bpt = S41°29'37"W  
 Chd. Len. = 18662  
 CD  
 Beta = 0132921  
 Radius = 0132921  
 Length = 186624

②  
 Radius = 228497  
 Radius = 557938  
 Tangent = 12295  
 Chd. Bpt = S45°02'W  
 Chd. Len. = 24538  
 CD  
 Beta = 228497  
 Radius = 557938  
 Tangent = 12295  
 Chd. Bpt = S45°02'W  
 Chd. Len. = 24538  
 CD



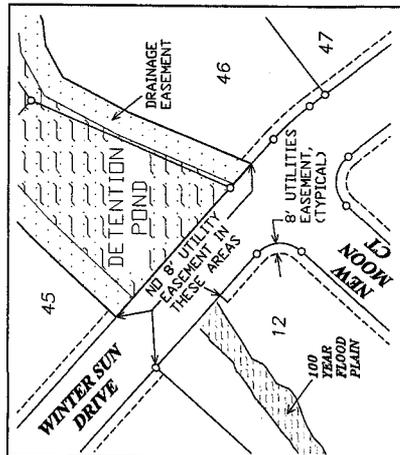
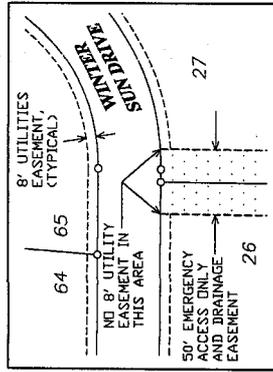
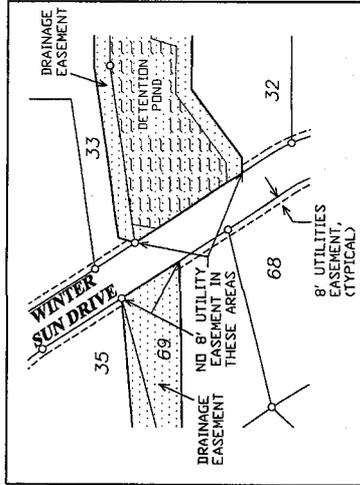
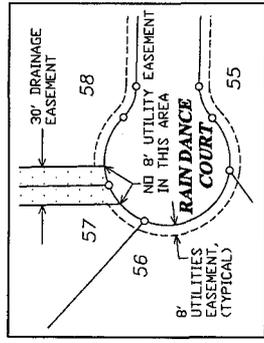
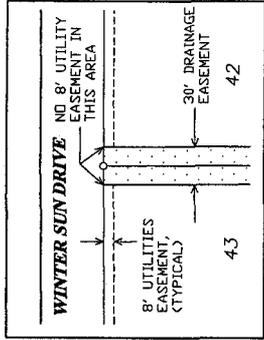
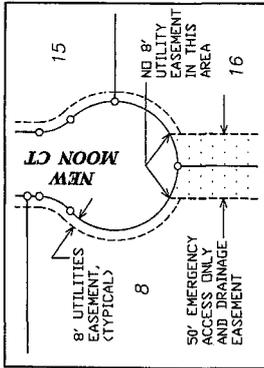
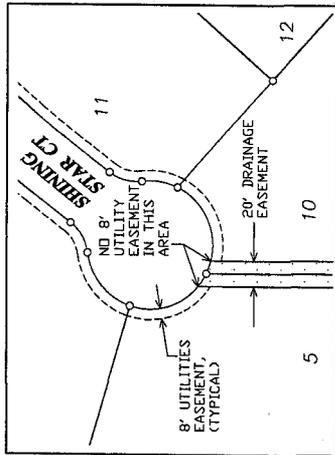
CURVE	BETA	RADIUS	LENGTH	TANGENT	CHD. BPT.	CHD. DIST.
C1	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C2	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C3	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C4	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C5	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C6	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C7	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C8	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C9	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C10	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C11	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C12	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C13	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C14	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C15	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C16	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C17	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C18	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C19	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C20	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C21	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C22	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C23	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C24	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C25	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C26	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C27	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C28	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C29	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C30	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C31	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C32	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C33	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C34	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C35	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C36	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C37	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C38	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C39	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C40	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C41	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C42	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C43	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C44	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C45	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C46	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C47	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C48	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C49	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C50	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C51	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C52	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C53	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C54	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C55	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C56	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C57	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C58	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C59	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C60	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C61	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C62	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C63	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C64	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C65	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C66	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C67	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C68	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C69	0°28'37"	567938	4710	2355	S62°30'10"W	4710
C70	0°28'37"	567938	4710	2355	S62°30'10"W	4710



© 2006, SEC, Inc. All Rights Reserved. This document is protected under the United States Copyright Act. No part may be reproduced in any form or by any means or stored in a database or retrieval system, without the prior written permission of SEC, Inc.

**FINAL PLAT - MINGUS PANORAMA ESTATES**  
 A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION (CONTAINING 79.72 ACRES)  
 LOCATED IN THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, T.16N., R.4E., G. & S.R.M.,  
 YAVAPAI COUNTY, ARIZONA. ASSESSOR PARCEL 407-53-051

**DETAILS FOR INTERSECTION OF 8' UTILITIES EASEMENT  
 AND DRAINAGE EASEMENTS**  
 NOT TO SCALE



**EASEMENT NOTE**

8' UTILITIES EASEMENT ALONG ALL SUBDIVISION RIGHTS OF WAY AND THE PAGE SPRINGS ROAD FRONTAGE ARE TYPICALLY INSTALLED FOR UTILITY SERVICES AND FACILITIES ONLY. NOT INTENDED FOR INSTALLATION OF MAIN LINES. SEE DETAILS ON SHEET 5 FOR EXCEPTIONS.

FILED AND RECORDED AT REQUEST OF  
**S.E.C., Inc.**  
 COUNTY RECORDER  
 DEPUTY RECORDER

7-27-06 ASSURED OFFICE REVISIONS

**MINGUS PANORAMA ESTATES**

DETAILS		DATE	SHEET
SECTION 35		07/21/06	5 OF 5
T.16N., R.4E.		BY	06-0903
		CHECKED	M.J.F.
		SCALE	NONE
		www.sec-landmg.com	

© 2006 SEC, Inc. All Rights Reserved. This document is protected under the United States Copyright Act. No part may be reproduced in any form or by any means or stored in a database or retrieval system, without the prior written permission of SEC, Inc.

I

**APPLICATION for APPROVAL TO CONSTRUCT DRINKING WATER FACILITIES**

(PLEASE SUBMIT TO THE ADEQ ENGINEERING REVIEW DESK AT 1110 W. WASHINGTON ST., PHOENIX, AZ 85007)

A. PROJECT NAME: Mingus Panorama Estates

B. PROJECT TYPE (Please check all applicable components for the OVERALL PROJECT):

New Drinking Water Well or Source  
 Water Line and Appurtenances

Water Treatment Plant  
 Other: Pressure Booster Pump Station

C. SYSTEM NAME/PUBLIC WATER SYSTEM NUMBER/OPERATIONAL STATUS:

SYSTEM NAME: Mingus Panorama Estates Domestic Water System SYSTEM NUMBER \_\_\_\_\_  
 New System       Extension to Existing System

D. PROJECT LOCATION (Please provide approximate center. Information is required to accept application):

LATITUDE 34°44'1.4" N      LONGITUDE -111°53'25.2" W

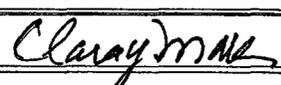
TOWNSHIP 16N RANGE 4E SECTION 35 QUARTER SECTION (CIRCLE) NE SE SW NW

COUNTY Yavapai

E. PROJECT DESCRIPTION: Install new 50,000 gallon storage tank water pressure booster pump station, water purification system and water distribution system for a new 69-lot subdivision. Well is existing.

F. PROJECT ENGINEER (PLEASE PRINT):

G. PROJECT OWNER (PLEASE PRINT):

NAME	SEC, Inc. : Luke A. Sefton, P.E.	Clara Mak
ADDRESS	20 Stutz Bearcat Drive, #6 Sedona, AZ 86336	350 Shadow Rock Drive Sedona, AZ 86336
PHONE NO./FAX NO.	928-282-7787 / 928-282-0731	928-204-1288
SIGNATURE/DATE		

H. PLAN DOCUMENTS SUBMITTED (PLEASE SEE ADEQ FORM #222, SUBMITTAL GUIDE FOR VARIOUS PROJECT TYPES)  
 NOTE: INCOMPLETE SUBMITTALS WILL NOT BE LOGGED IN.

J. OWNER/AGENT AGREEMENT AND SCHEDULE: AGREEMENT-The undersigned as Project Owner or as acting Agent for the Project Owner hereby a) grants ADEQ permission to enter the site for inspections; b) authorizes the Project Engineer to prepare and submit plan documents to the ADEQ ENGINEERING REVIEW DESK; and c) agrees to construct the sanitary facilities according to the ADEQ Certificate of Approval and the approved plan documents.

CONSTRUCTION SCHEDULE-Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_  
Clara Mak      Owner      Clara Mak      26<sup>th</sup> July 06.  
TYPE OR PRINT NAME      AFFILIATION      SIGNATURE      DATE

ADEQ COMPLIANCE EVALUATION:	ADEQ FILE NO: _____
IN-COMPLIANCE: _____	LTF NUMBER: _____
NON-COMPLIANCE: _____	
COMMENTS: _____	SITE INSPECTION REQUIRED?    NO    YES



SOUTHWESTERN  
ENVIRONMENTAL  
CONSULTANTS, INC.

E-mail: info@sec-landmgt.com  
www.sec-landmgt.com

July 26, 2006

Yavapai County Development Services  
ATTN: Beth Escobar  
10 S. 6<sup>th</sup> Street  
Cottonwood AZ 86326

RE: Mingus Panorama Estates Subdivision  
APN: 407-33-051  
Final Plat Submittal Checklist #12: ADWR Certificate of Assured Water Supply/  
Statement of Water Adequacy

Dear Beth,

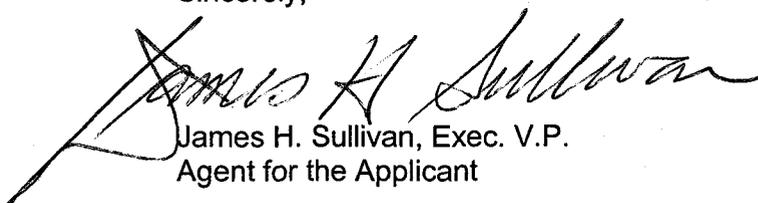
Ground-water Consultants, Inc., in conjunction with SEC, Inc. have completed well pump tests for quantity as well as quality tests of the water for the Mingus Panorama Estates Domestic Water System.

The water system treatment and distribution system designs have been submitted to the Arizona Department of Environmental Quality and the application for the Arizona Department of Water Resources (ADWR) issuance of the Water Adequacy Report has also been made.

The subdivision is not within a designated Active Management Area (AMA) and we are currently awaiting the ADWR Water Adequacy Report with their designation of adequate water supply.

The applicant understands the Final Plat cannot be recorded until receipt of an ADWR designation and then a signature of acknowledgement of that statement by the Yavapai County Development Services Director.

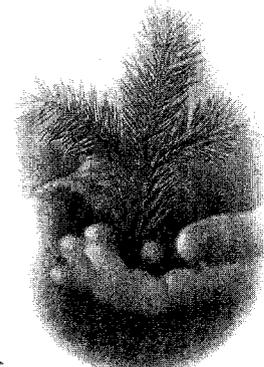
Sincerely,



James H. Sullivan, Exec. V.P.  
Agent for the Applicant

JHS:bhm

05-0503P



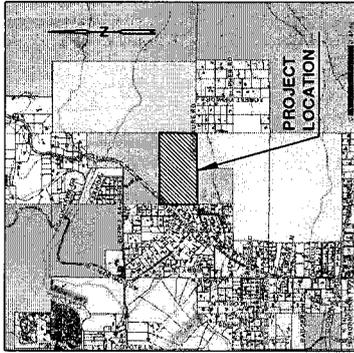
*Growth is inevitable... it's planning that makes the difference.*

CORPORATE OFFICE ■ SEC, INC., 20 STUTZ BEARCAT DR. #6, SEDONA, AZ 86336 ■ (928) 282-7787 (800) 264-7787 FAX (928) 282-0731

J

# MINGUS PANORAMA ESTATES CONSTRUCTION PLANS

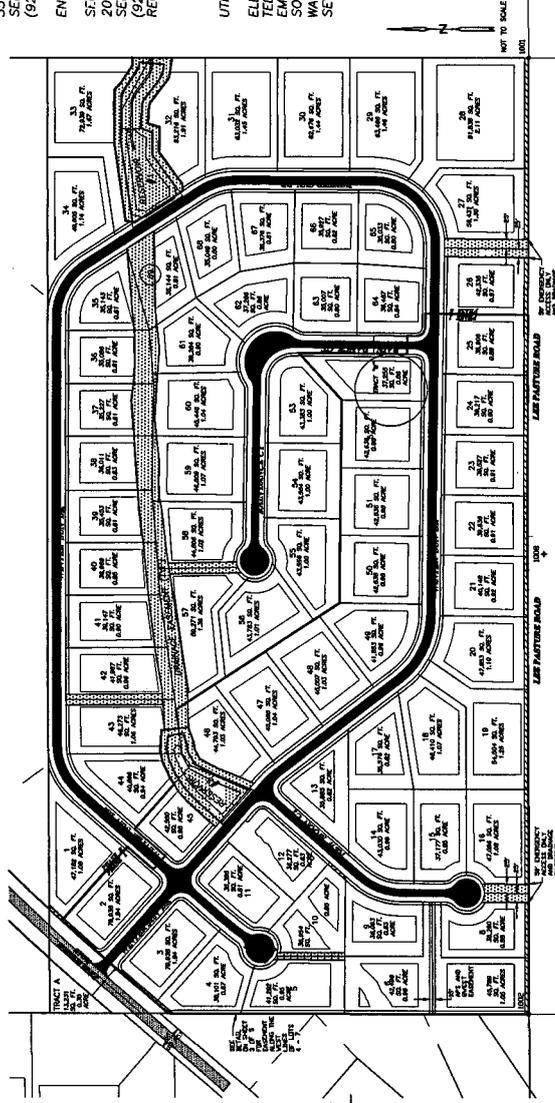
A 69 LOT RESIDENTIAL COMMUNITY  
LOCATED IN A PORTION OF  
SECTION 35, TOWNSHIP 16 NORTH, RANGE 4 EAST,  
GILLA & SALT RIVER BASE & MERIDIAN,  
YAVAPAI COUNTY, ARIZONA  
80± ACRE



VICINITY MAP  
NOT TO SCALE

## SHEET INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	NOTES SHEET 1 OF 2
3	NOTES SHEET 2 OF 2
4	GRADING PLAN
5	PLAN & PROFILE WINTER SUN DRIVE STA. 16+00.00 - 16+00.00
6	PLAN & PROFILE WINTER SUN DRIVE STA. 18+00.00 - 21+00.00
7	PLAN & PROFILE WINTER SUN DRIVE STA. 21+00.00 - 26+00.00
8	PLAN & PROFILE WINTER SUN DRIVE STA. 26+00.00 - 45+00.00
9	PLAN & PROFILE WINTER SUN DRIVE STA. 45+00.00 - 54+00.00
10	PLAN & PROFILE WINTER SUN DRIVE STA. 54+00.00 - 54+00.00
11	PLAN & PROFILE SHINING STAR COURT STA. 0+00.00 - 0+00.00
12	PLAN & PROFILE NEW MOON COURT STA. 16+88.29 - END
13	PLAN & PROFILE BAIN DANCE COURT STA. 31+26.66 - 37+10
14	PLAN & PROFILE BAIN DANCE COURT STA. 37+00.00 - END
15	PLAN & PROFILE BAIN DANCE COURT STA. 37+00.00 - END
16	WELL HEAD DETAILS
17	WATER SYSTEM DETAILS
18	STORM WATER POLLUTION PREVENTION PLAN
19	ALIGNMENT DATA



APPROVAL - YAVAPAI COUNTY PUBLIC WORKS DATE

CUT # 18,226 ± CY  
FILL # 16,864 ± CY  
NET # 1,362 ± CY CUT  
ASPHALT 1,274 ± CY  
ABC ROAD 3,357 ± CY  
\*SEE NOTE 1.4 ON SHEET 2

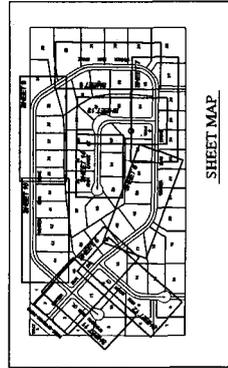
OWNER/DEVELOPER  
CLARA MAK/KURT WIJERSCH  
350 SHADOW ROCK DR.  
SEDONA, ARIZONA 86336  
(928) 204-1268

ENGINEERS/LAND PLANNERS/SURVEYORS:  
SFC, INC.  
20 STUTZ BEARCAT DRIVE #6  
SEDONA, ARIZONA 86336  
(928) 282-7787 FAX: (928) 282-0731  
REGISTRATION NUMBERS:  
P.E. 6387  
P.E. 37332  
R.L.S. 40829

UTILITIES FURNISHED BY:  
ELECTRIC - ARIZONA PUBLIC SERVICE  
TELEPHONE - QWEST COMMUNICATIONS  
EMERGENCY SERVICES - CORNVILLE PAGE SPRINGS FIRE DISTRICT  
SOLID WASTE DISPOSAL - WASTE MANAGEMENT  
WATER - MINGUS PANORAMA WATER SYSTEM (TO BE VERIFIED)  
SEWER - ON-SITE SEPTIC SYSTEM

## PROJECT CONTROL INDEX

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1001	5030.65	7564.42	3324.38	G.L.O. MONUMENT AT SE CORNER SECTION 35
1002	5033.08	4011.16	3499.87	G.L.O. MONUMENT AT SW 1/4 CORNER OF SE 1/4 SECTION 35
1008	4982.04	6321.13	3591.46	3" REBAR - (BENCHMARK)



SHEET MAP

PRELIMINARY  
CONSTRUCTION



MINGUS PANORAMA ESTATES  
CONSTRUCTION PLANS

COVER

DATE	BY	REVISION
07/27/06	JK	ISSUED FOR PERMITS
		AS

THIS MAP IS FOR INFORMATION ONLY











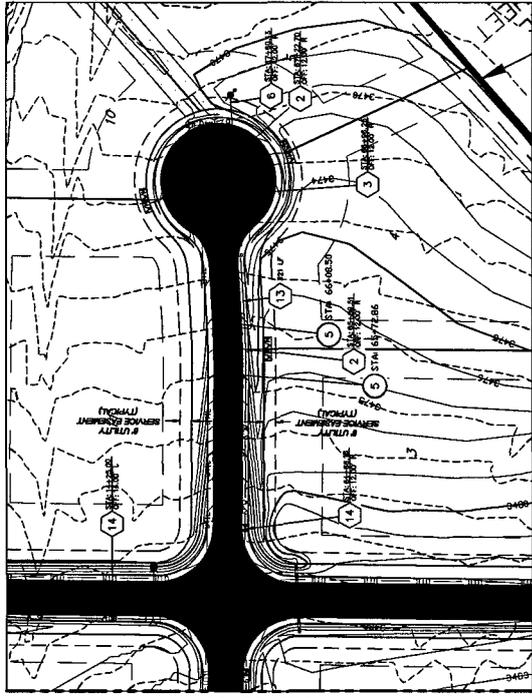






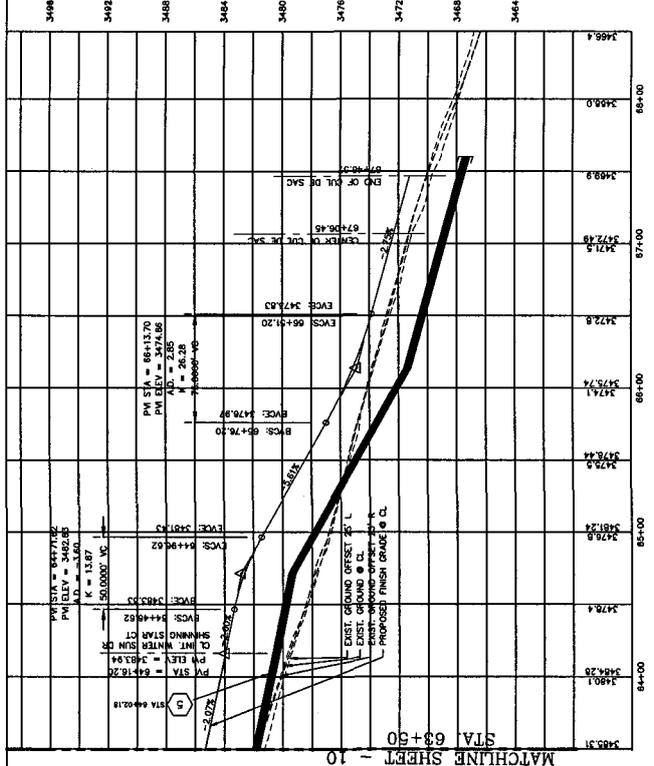


SEE SHEET - 5  
FOR WINTER SUN DR.



MATCHLINE SHEET - 10  
STA. 63+50

FOR WINTER SUN DR.  
SEE SHEET - 5



**CONSTRUCTION NOTES**

- 1. INSTALL BRIDGE WITH PER STANDARD DETAIL ON SHEET 15.
- 2. INSTALL TOP WITH FLARED END SECTION, SIZE AND LENGTH PER PLAN.
- 3. INSTALL TOPWAP BLANKET, BACKSTOPPER PER PLAN, SIZE PER GENERAL CONSTRUCTION NOTE 5, SHEET 3.
- 4. INSTALL CEMENT.
- 5. PORTLAND CEMENT. INSTALL FENCE, NO SOLD STRUCTURE THIS AREA.
- 6. PORTLAND CEMENT. INSTALL 4" HIGH FENCE 42" BACK FROM TOP OF ROAD.
- 7. PORTLAND CEMENT. INSTALL GROUND SAIL PER AISC METAL 150-1 ON SHEET 15.

**WATER NOTES**

- 1. INSTALL TYPICAL FIRE HYDRANT PER STANDARD DETAIL ON SHEET 17.
- 2. INSTALL TYPICAL 1" SINGLE SERVICE CONNECTION PER DETAIL ON SHEET 17.
- 3. INSTALL TYPICAL 1" DUAL SERVICE CONNECTION PER DETAIL ON SHEET 17.
- 4. INSTALL TYPICAL THURST BLOCING PER STANDARD DETAIL ON SHEET 17.
- 5. INSTALL 6" x 6" Tee W/ TH. & 2" Flange.
- 6. INSTALL 6" x 6" Tee W/ TH. & 2" Flange.
- 7. NOT USED.
- 8. INSTALL 6" x 6" Tee, 2" Thick, 2" Flange, 2" THURST BLOC.
- 9. INSTALL 6" x 6" Tee, 2" Thick, 2" Flange, 2" THURST BLOC.
- 10. NOT USED.
- 11. INSTALL 6" x 6" Tee, 2" Thick, 2" Flange, 2" THURST BLOC.
- 12. INSTALL AS REQUIRED VALUE PER DETAIL ON SHEET 17. (MIN. 2' CLEARANCE)
- 13. ALL WATER MAINS SHALL BE 6" PVC WATER MAIN.
- 14. INSTALL 8" CATE VALVE.

ALL WATER SYSTEM INSTALLATIONS ARE TO BE PER AD&D AND MORGAN WATER SYSTEM SPECIFICATIONS  
 VALVE BOXES WILL BE CAST IRON, TYPICAL SEE-A OR EQUAL  
 MAXIMUM DEFLECTION OF WATER MAINS IS 5' OR 200' RADIUS

**LEGEND**

- 1. - 2" - 4" - 6" - 8" - 10" - 12" - 16" - 20" - 24" - 30" - 36" - 42" - 48" - 54" - 60" - 66" - 72" - 78" - 84" - 90" - 96" - 102" - 108" - 114" - 120" - 126" - 132" - 138" - 144" - 150" - 156" - 162" - 168" - 174" - 180" - 186" - 192" - 198" - 204" - 210" - 216" - 222" - 228" - 234" - 240" - 246" - 252" - 258" - 264" - 270" - 276" - 282" - 288" - 294" - 300"
- 1. - 2" - 4" - 6" - 8" - 10" - 12" - 16" - 20" - 24" - 30" - 36" - 42" - 48" - 54" - 60" - 66" - 72" - 78" - 84" - 90" - 96" - 102" - 108" - 114" - 120" - 126" - 132" - 138" - 144" - 150" - 156" - 162" - 168" - 174" - 180" - 186" - 192" - 198" - 204" - 210" - 216" - 222" - 228" - 234" - 240" - 246" - 252" - 258" - 264" - 270" - 276" - 282" - 288" - 294" - 300"
- 1. - 2" - 4" - 6" - 8" - 10" - 12" - 16" - 20" - 24" - 30" - 36" - 42" - 48" - 54" - 60" - 66" - 72" - 78" - 84" - 90" - 96" - 102" - 108" - 114" - 120" - 126" - 132" - 138" - 144" - 150" - 156" - 162" - 168" - 174" - 180" - 186" - 192" - 198" - 204" - 210" - 216" - 222" - 228" - 234" - 240" - 246" - 252" - 258" - 264" - 270" - 276" - 282" - 288" - 294" - 300"

**PRELIMINARY  
CONSTRUCTION**

**FOR AGENCY REVIEW ONLY**

MINGUS PANORAMA ESTATES  
CONSTRUCTION PLANS

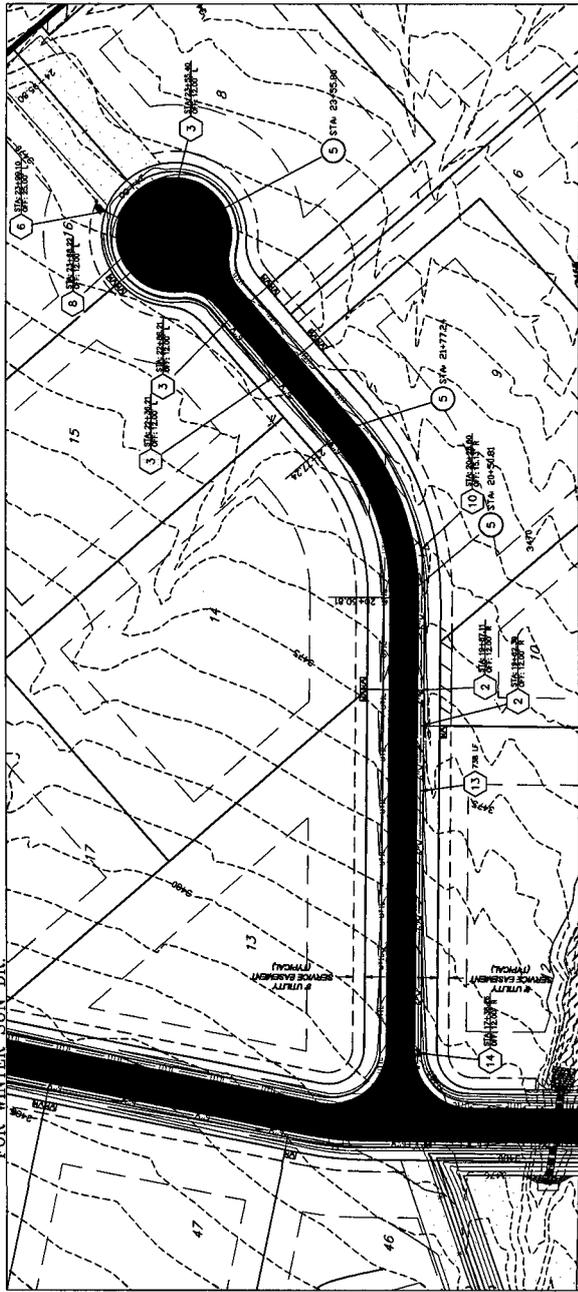
PLAN & PROFILE  
SHINNING STAR COURT  
STA. 63+50.00 - END

DATE: 07/27/06  
SCALE: 1" = 40'  
SHEET: 10 OF 10  
DRAWN: [Name]  
CHECKED: [Name]  
DATE: 07-27-06

SCALE IN FEET

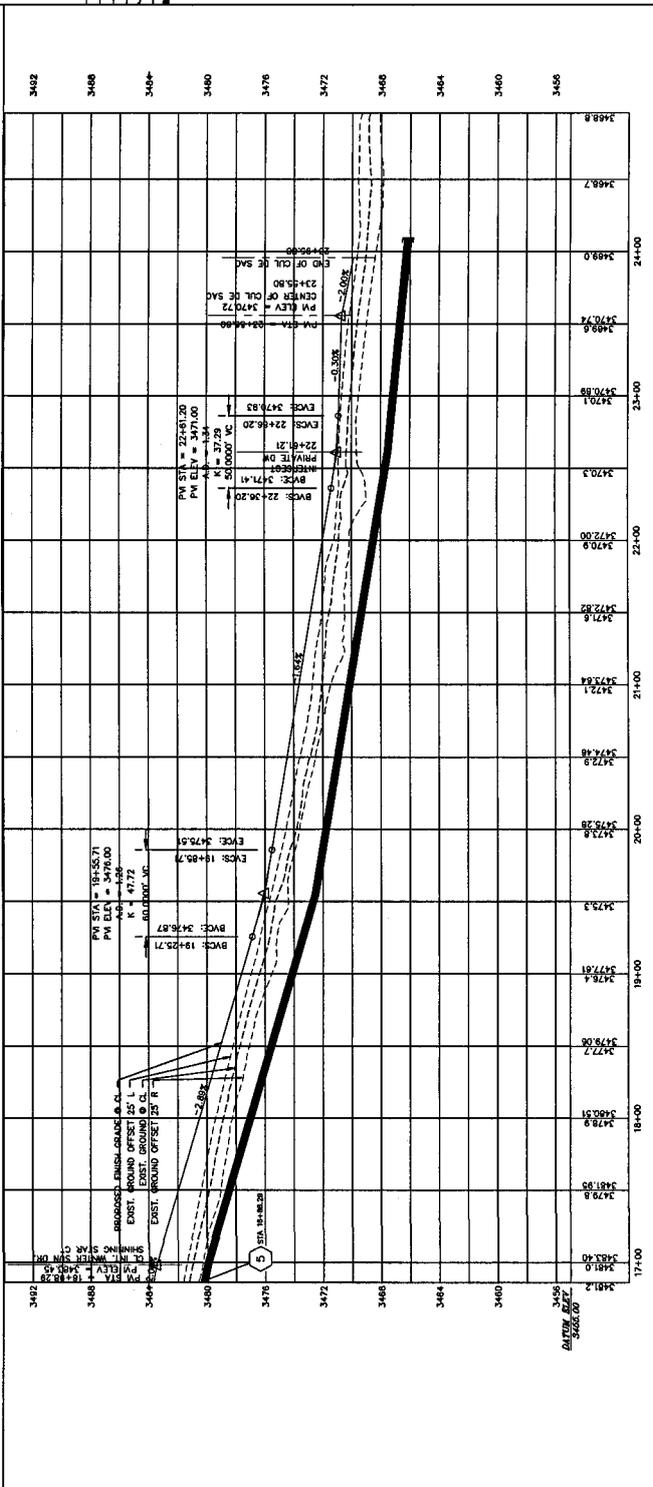
NOTES:  
1. SEE ALL NOTES ON SHEET 9 FOR PRELIMINARY CONSTRUCTION REQUIREMENTS.  
2. THE PROPOSED FINISH GRADE IS SHOWN IN THE PROFILE.  
3. THE EXISTING FINISH GRADE IS SHOWN IN DASHES.  
4. THE PROPOSED FINISH GRADE OVER CENTERLINE IS SHOWN IN SOLID.  
5. THE PROPOSED FINISH GRADE UNDER CENTERLINE IS SHOWN IN DASHES.  
6. THE PROPOSED FINISH GRADE IS TO BE CONFORM TO THE PROPOSED FINISH GRADE OVER CENTERLINE.  
7. THE PROPOSED FINISH GRADE IS TO BE CONFORM TO THE PROPOSED FINISH GRADE UNDER CENTERLINE.

SEE SHEET - 5  
FOR WINTER SUN DR.



FOR WINTER SUN DR.  
SEE SHEET - 5

NEW MOON CT.



### CONSTRUCTION NOTES

1. INSTALL PER APPROVED SECTION SHEET IS.
2. INSTALL BRANCH INTO PER APPROVED SECTION SHEET IS.
3. INSTALL PER UTILITY PLAN, SIZE AND LENGTH PER PLAN.
4. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
5. INSTALL TYPICAL.
6. PORTABILITY LINE. INSTALL STRUCTURE THIS AREA.
7. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
8. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
9. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
10. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.

### WATER NOTES

1. INSTALL PER UTILITY PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
2. INSTALL TYPICAL 1" DUAL SERVICE CONNECTION PER DETAIL ON SHEET 17.
3. INSTALL TYPICAL 1" DUAL SERVICE CONNECTION PER DETAIL ON SHEET 17.
4. INSTALL TYPICAL THIRST BLOCKING PER STANDARD DETAIL ON SHEET 17.
5. INSTALL 6" 5" 1/2" W/ THERMIST BLOCK.
6. INSTALL 6" 5" 1/2" W/ THERMIST BLOCK.
7. INSTALL 6" 5" 1/2" W/ THERMIST BLOCK.
8. INSTALL 6" 5" 1/2" W/ THERMIST BLOCK.
9. NOT USED.
10. INSTALL 6" 5" 1/2" W/ THERMIST BLOCK.
11. CORRECT VERTICAL ALIGNMENT PER DETAIL SHEET 17. (MIN. 2' CLEARANCE)
12. INSTALL AND INCREASE VALVE PER DETAIL ON SHEET 17.
13. INSTALL TYPICAL 6" C-900 PVC WATER MAIN.
14. INSTALL 6" GATE VALVE.

ALL WATER SYSTEM INSTALLATIONS ARE TO BE PER ADAQ AND MORGUS WATER SYSTEM SPECIFICATIONS

VALVE BOXES WILL BE CAST IRON, TITLER 688-A OR EQUAL.

MAXIMUM DEPTH OF WATER MAINS IS 6' OR 200' RADIUS.

INSTALL THIRST BLOCKING AT ALL BENDS PER DETAILS ON SHEET 17.

### LEGEND

- 1. INDICATES ALIGNMENT OF MOVEMENTS THROUGH DETAIL.
- 2. EXISTING GRADE CENTER.
- 3. EXISTING GRADE CENTER.
- 4. EXISTING GRADE CENTER.
- 5. EXISTING GRADE CENTER.
- 6. EXISTING GRADE CENTER.
- 7. EXISTING GRADE CENTER.
- 8. EXISTING GRADE CENTER.
- 9. EXISTING GRADE CENTER.
- 10. EXISTING GRADE CENTER.
- 11. EXISTING GRADE CENTER.
- 12. EXISTING GRADE CENTER.
- 13. EXISTING GRADE CENTER.
- 14. EXISTING GRADE CENTER.
- 15. EXISTING GRADE CENTER.
- 16. EXISTING GRADE CENTER.
- 17. EXISTING GRADE CENTER.
- 18. EXISTING GRADE CENTER.
- 19. EXISTING GRADE CENTER.
- 20. EXISTING GRADE CENTER.
- 21. EXISTING GRADE CENTER.
- 22. EXISTING GRADE CENTER.
- 23. EXISTING GRADE CENTER.
- 24. EXISTING GRADE CENTER.
- 25. EXISTING GRADE CENTER.
- 26. EXISTING GRADE CENTER.
- 27. EXISTING GRADE CENTER.
- 28. EXISTING GRADE CENTER.
- 29. EXISTING GRADE CENTER.
- 30. EXISTING GRADE CENTER.
- 31. EXISTING GRADE CENTER.
- 32. EXISTING GRADE CENTER.
- 33. EXISTING GRADE CENTER.
- 34. EXISTING GRADE CENTER.
- 35. EXISTING GRADE CENTER.
- 36. EXISTING GRADE CENTER.
- 37. EXISTING GRADE CENTER.
- 38. EXISTING GRADE CENTER.
- 39. EXISTING GRADE CENTER.
- 40. EXISTING GRADE CENTER.
- 41. EXISTING GRADE CENTER.
- 42. EXISTING GRADE CENTER.
- 43. EXISTING GRADE CENTER.
- 44. EXISTING GRADE CENTER.
- 45. EXISTING GRADE CENTER.
- 46. EXISTING GRADE CENTER.
- 47. EXISTING GRADE CENTER.
- 48. EXISTING GRADE CENTER.
- 49. EXISTING GRADE CENTER.
- 50. EXISTING GRADE CENTER.
- 51. EXISTING GRADE CENTER.
- 52. EXISTING GRADE CENTER.
- 53. EXISTING GRADE CENTER.
- 54. EXISTING GRADE CENTER.
- 55. EXISTING GRADE CENTER.
- 56. EXISTING GRADE CENTER.
- 57. EXISTING GRADE CENTER.
- 58. EXISTING GRADE CENTER.
- 59. EXISTING GRADE CENTER.
- 60. EXISTING GRADE CENTER.
- 61. EXISTING GRADE CENTER.
- 62. EXISTING GRADE CENTER.
- 63. EXISTING GRADE CENTER.
- 64. EXISTING GRADE CENTER.
- 65. EXISTING GRADE CENTER.
- 66. EXISTING GRADE CENTER.
- 67. EXISTING GRADE CENTER.
- 68. EXISTING GRADE CENTER.
- 69. EXISTING GRADE CENTER.
- 70. EXISTING GRADE CENTER.
- 71. EXISTING GRADE CENTER.
- 72. EXISTING GRADE CENTER.
- 73. EXISTING GRADE CENTER.
- 74. EXISTING GRADE CENTER.
- 75. EXISTING GRADE CENTER.
- 76. EXISTING GRADE CENTER.
- 77. EXISTING GRADE CENTER.
- 78. EXISTING GRADE CENTER.
- 79. EXISTING GRADE CENTER.
- 80. EXISTING GRADE CENTER.
- 81. EXISTING GRADE CENTER.
- 82. EXISTING GRADE CENTER.
- 83. EXISTING GRADE CENTER.
- 84. EXISTING GRADE CENTER.
- 85. EXISTING GRADE CENTER.
- 86. EXISTING GRADE CENTER.
- 87. EXISTING GRADE CENTER.
- 88. EXISTING GRADE CENTER.
- 89. EXISTING GRADE CENTER.
- 90. EXISTING GRADE CENTER.
- 91. EXISTING GRADE CENTER.
- 92. EXISTING GRADE CENTER.
- 93. EXISTING GRADE CENTER.
- 94. EXISTING GRADE CENTER.
- 95. EXISTING GRADE CENTER.
- 96. EXISTING GRADE CENTER.
- 97. EXISTING GRADE CENTER.
- 98. EXISTING GRADE CENTER.
- 99. EXISTING GRADE CENTER.
- 100. EXISTING GRADE CENTER.

NOT TO SCALE UNLESS OTHERWISE NOTED

PROHIBITARY  
CONSTRUCTION

FOR AGENCY  
REVIEW ONLY

MINGUS PANORAMA ESTATES  
CONSTRUCTION PLANS

PLAN & PROFILE  
NEW MOON COURT  
STA. 16+66.29 - END

SHEET NO. 16  
DATE 07/27/06  
SCALE 1" = 40'

DESIGNED BY  
CHECKED BY  
DATE

16 OF 16  
06-00-003



NO SITE VISITATION  
SECOND AGENCY REVIEW  
DATE 06/28/06



**CONSTRUCTION NOTES**

- 1. INSTALL TO MATCH EXISTING PROTECT
- 2. MATCHLINE TO MATCH EXISTING PROTECT
- 3. INSTALL ON VERT PLACES AND SECTION SIZE AND LENGTH PER PLAN
- 4. INSTALL UPON PLAN, THROUS FOR PLAN, SIZE FOR GENERAL CONSTRUCTION NOTE 3, SHEET 2.
- 5. INSTALL TYPICAL
- 6. PROPERTY LINE. INSTALL FENCE AND SUELS STRUCTURE THIS AREA.
- 7. INSTALL RETICING STRUCTURE PER DETAIL ON SHEET 17.
- 8. INSTALL GROUND RAIL PER DETAIL ON SHEET 15.

**WATER NOTES**

- 1. INSTALL TYPICAL PER DETAIL ON SHEET 17.
- 2. INSTALL TYPICAL PER DETAIL ON SHEET 17.
- 3. INSTALL TYPICAL PER DETAIL ON SHEET 17.
- 4. INSTALL TYPICAL PER DETAIL ON SHEET 17.
- 5. INSTALL 6" 15' W/ T/3. & 2" Bore
- 6. INSTALL 6" 15' Bore Head W/ T/3. & 2" Bore
- 7. INSTALL 6" 15' Bore Head W/ T/3. & 2" Bore
- 8. NOT USED
- 9. INSTALL 6" 15' Bore Head W/ T/3. & 2" Bore
- 10. INSTALL 6" 15' Bore Head W/ T/3. & 2" Bore
- 11. INSTALL 6" 15' Bore Head W/ T/3. & 2" Bore
- 12. INSTALL AIR RELEASE VALVE PER DETAIL ON SHEET 17.
- 13. INSTALL TYPICAL PER DETAIL ON SHEET 17.
- 14. INSTALL 6" GATE VALVE.

ALL WATER SYSTEM INSTALLATIONS ARE TO BE PER ADA AND AMODUS WATER SYSTEM SPECIFICATIONS  
 VALVE BOXES WILL BE CAST IRON, TILER 302-A OR EQUIV.  
 MAXIMUM DEFLECTION OF WATER MAINS IS 1/8" OR 200' RADII.  
 INSTALL THROUS BLOCKING AT ALL BENDS PER DETAIL ON SHEET 17.

**LEGEND**

- 1. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 2. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 3. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 4. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 5. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 6. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 7. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 8. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 9. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 10. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 11. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 12. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 13. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 14. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 15. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 16. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 17. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 18. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 19. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 20. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 21. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 22. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 23. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 24. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 25. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 26. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 27. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 28. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 29. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 30. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 31. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 32. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 33. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 34. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 35. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 36. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 37. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 38. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 39. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 40. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 41. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 42. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 43. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 44. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 45. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 46. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 47. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 48. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 49. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 50. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 51. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 52. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 53. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 54. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 55. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 56. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 57. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 58. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 59. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 60. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 61. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 62. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 63. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL
- 64. 1/2" DIA. HOLLOW SECTION OF GOVERNMENT STANDARD DETAIL

**PRELIMINARY PLAN FOR CONSTRUCTION**

**FOR AGENCY REVIEW ONLY**

**MINGUS PANORAMA ASSOCIATES**  
 CONSTRUCTION PLANS

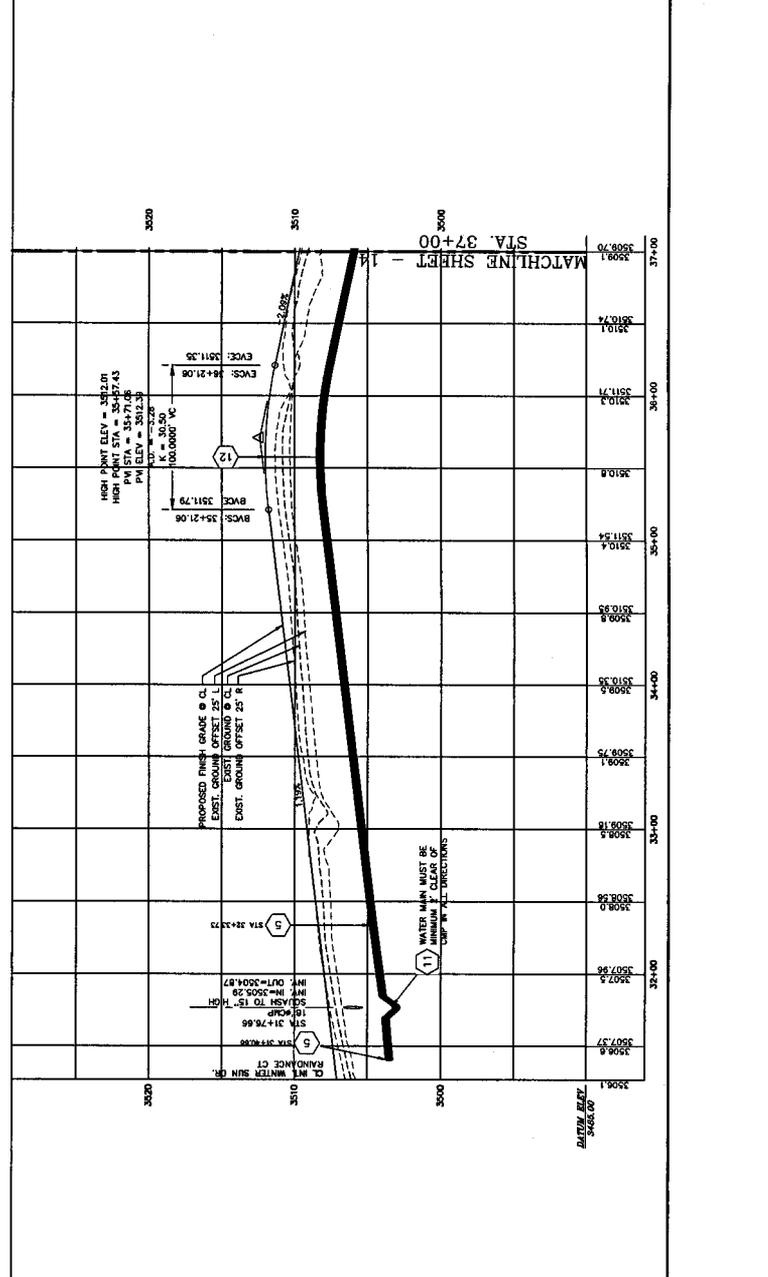
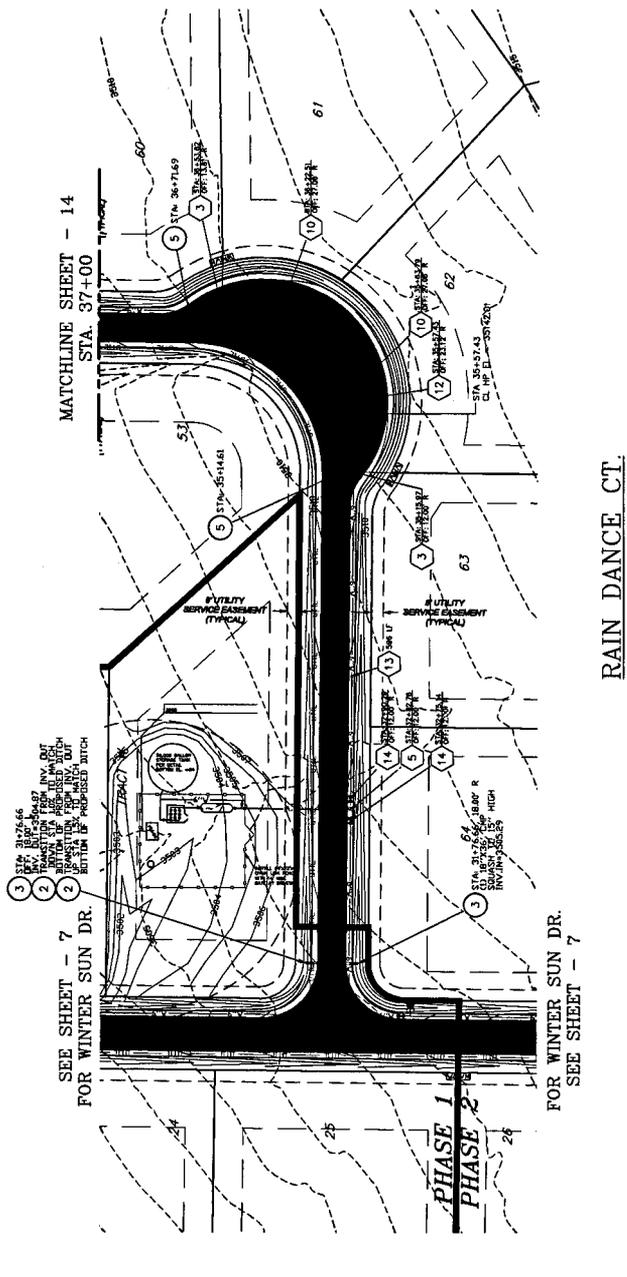
**PLAN & PROFILE**  
 RAIN DANCE CT.  
 STA. 31+26.66 - 37+00

**SEC**  
 15 YEARS OF SERVICE  
 2000 ARIZONA A.S.P.  
 (800) 881-7373

**DATE:** 07/27/04  
**DRAWN BY:** UP  
**CHECKED BY:** JAS  
**SCALE:** 1" = 10'  
**SHEET NO.:** 13 OF 19  
**PROJECT NO.:** 0405

**SCALE IN FEET**

**NOTES:**  
 EXCEPT WHERE INDICATED ON PLAN, ALL SIZES SHALL BE PER  
 MANNING'S HANDBOOK, 1956 EDITION, APPROVAL FROM THE PROJECT OR  
 OWNER. ALL ELEVATIONS SHALL BE PER PRECEDENCE OVER CENTER  
 POINT ELEVATION. THIS HAS PRECEDENCE OVER CENTER  
 POINT ELEVATION.  
 BACK FILL TO TOP OF CURB.



37+00  
 36+00  
 35+00  
 34+00  
 33+00  
 32+00  
 31+00  
 30+00  
 29+00  
 28+00  
 27+00  
 26+00  
 25+00  
 24+00  
 23+00  
 22+00  
 21+00  
 20+00  
 19+00  
 18+00  
 17+00  
 16+00  
 15+00  
 14+00  
 13+00  
 12+00  
 11+00  
 10+00  
 9+00  
 8+00  
 7+00  
 6+00  
 5+00  
 4+00  
 3+00  
 2+00  
 1+00  
 0+00

**CONSTRUCTION NOTES**

- 1. REFER TO MATCH CONSTRUCTION PLANS.
- 2. INSTALL BRASS BRITCH FOR TYPICAL SECTION SHEET IS.
- 3. INSTALL ON WITH FLANGED END SECTION, SIZE AND LENGTH PER PLAN.
- 4. INSTALL BRASS BLANKET, DIMENSION PER PLAN, SIZE PER GENERAL CONSTRUCTION NOTE 5, SHEET 3.
- 5. INSTALL BRASS.
- 6. REBURY LINE. INSTALL FORCE IN SOILS STRUCTURE THIS AREA.
- 7. INSTALL 6" HIGH FORCE 2" BACK FROM TOP OF FOOT.
- 8. INSTALL 6" HIGH FORCE PER DETAIL 15C-1 IN SHEET 15.

**WATER NOTES**

- 1. INSTALL TYPICAL FIRE HYDRANT PER STANDARD DETAIL ON SHEET 17.
- 2. INSTALL TYPICAL 1" SINGLE SERVICE CONNECTION PER DETAIL ON SHEET 17.
- 3. INSTALL TYPICAL 1" DUAL SERVICE CONNECTION PER DETAIL ON SHEET 17.
- 4. INSTALL TYPICAL THURST BLOCKING PER STANDARD DETAIL ON SHEET 17.
- 5. INSTALL 6" 90° Tee W/ 1/2" & 2" Bore
- 6. INSTALL 6" 90° Tee Bore 1/2" THURST BLOCK
- 7. INSTALL 6" 90° Tee Bore 2" THURST BLOCK
- 8. NOT USED
- 9. INSTALL 5'-6" Horiz. Bend W/ THURST BLOCK
- 10. INSTALL 5'-6" Horiz. Bend W/ THURST BLOCK
- 11. CONSTRUCT VERTICAL REINFORCEMENT PER DETAIL 15T-1. (MIN. 2' CLEARANCE)
- 12. CONSTRUCT VERTICAL REINFORCEMENT PER DETAIL 15T-2.
- 13. INSTALL TYPICAL 4" 90° PTC WATER MAIN.
- 14. INSTALL 6" GATE VALVE.

ALL WATER SYSTEM INSTALLATIONS ARE TO BE PER AWWA AND MINGIUS WATER SYSTEM SPECIFICATIONS.  
 VALVE BOXES WILL BE CAST IRON, TYLER 682-A OR EQUAL.  
 MAXIMUM DEFLECTION OF WATER MAINS IS 6" OR 200' RADII.

**LEGEND**

- 1. 1/2" DIA. AMERICAN ASSOCIATION OF ENGINEERS STANDARD DETAIL
- 2. EXISTING GRADE CENTER
- 3. FINISH GRADE CENTER
- 4. EXISTING GRADE CENTER
- 5. EXISTING GRADE CENTER
- 6. EXISTING GRADE CENTER
- 7. EXISTING GRADE CENTER
- 8. EXISTING GRADE CENTER
- 9. EXISTING GRADE CENTER
- 10. EXISTING GRADE CENTER
- 11. EXISTING GRADE CENTER
- 12. EXISTING GRADE CENTER
- 13. EXISTING GRADE CENTER
- 14. EXISTING GRADE CENTER
- 15. EXISTING GRADE CENTER
- 16. EXISTING GRADE CENTER
- 17. EXISTING GRADE CENTER
- 18. EXISTING GRADE CENTER
- 19. EXISTING GRADE CENTER
- 20. EXISTING GRADE CENTER
- 21. EXISTING GRADE CENTER
- 22. EXISTING GRADE CENTER
- 23. EXISTING GRADE CENTER
- 24. EXISTING GRADE CENTER
- 25. EXISTING GRADE CENTER
- 26. EXISTING GRADE CENTER
- 27. EXISTING GRADE CENTER
- 28. EXISTING GRADE CENTER
- 29. EXISTING GRADE CENTER
- 30. EXISTING GRADE CENTER
- 31. EXISTING GRADE CENTER
- 32. EXISTING GRADE CENTER
- 33. EXISTING GRADE CENTER
- 34. EXISTING GRADE CENTER
- 35. EXISTING GRADE CENTER
- 36. EXISTING GRADE CENTER
- 37. EXISTING GRADE CENTER
- 38. EXISTING GRADE CENTER
- 39. EXISTING GRADE CENTER
- 40. EXISTING GRADE CENTER
- 41. EXISTING GRADE CENTER
- 42. EXISTING GRADE CENTER
- 43. EXISTING GRADE CENTER
- 44. EXISTING GRADE CENTER
- 45. EXISTING GRADE CENTER
- 46. EXISTING GRADE CENTER
- 47. EXISTING GRADE CENTER
- 48. EXISTING GRADE CENTER
- 49. EXISTING GRADE CENTER
- 50. EXISTING GRADE CENTER
- 51. EXISTING GRADE CENTER
- 52. EXISTING GRADE CENTER
- 53. EXISTING GRADE CENTER
- 54. EXISTING GRADE CENTER
- 55. EXISTING GRADE CENTER
- 56. EXISTING GRADE CENTER
- 57. EXISTING GRADE CENTER
- 58. EXISTING GRADE CENTER
- 59. EXISTING GRADE CENTER
- 60. EXISTING GRADE CENTER
- 61. EXISTING GRADE CENTER
- 62. EXISTING GRADE CENTER
- 63. EXISTING GRADE CENTER
- 64. EXISTING GRADE CENTER
- 65. EXISTING GRADE CENTER
- 66. EXISTING GRADE CENTER
- 67. EXISTING GRADE CENTER
- 68. EXISTING GRADE CENTER
- 69. EXISTING GRADE CENTER
- 70. EXISTING GRADE CENTER
- 71. EXISTING GRADE CENTER
- 72. EXISTING GRADE CENTER
- 73. EXISTING GRADE CENTER
- 74. EXISTING GRADE CENTER
- 75. EXISTING GRADE CENTER
- 76. EXISTING GRADE CENTER
- 77. EXISTING GRADE CENTER
- 78. EXISTING GRADE CENTER
- 79. EXISTING GRADE CENTER
- 80. EXISTING GRADE CENTER
- 81. EXISTING GRADE CENTER
- 82. EXISTING GRADE CENTER
- 83. EXISTING GRADE CENTER
- 84. EXISTING GRADE CENTER
- 85. EXISTING GRADE CENTER
- 86. EXISTING GRADE CENTER
- 87. EXISTING GRADE CENTER
- 88. EXISTING GRADE CENTER
- 89. EXISTING GRADE CENTER
- 90. EXISTING GRADE CENTER
- 91. EXISTING GRADE CENTER
- 92. EXISTING GRADE CENTER
- 93. EXISTING GRADE CENTER
- 94. EXISTING GRADE CENTER
- 95. EXISTING GRADE CENTER
- 96. EXISTING GRADE CENTER
- 97. EXISTING GRADE CENTER
- 98. EXISTING GRADE CENTER
- 99. EXISTING GRADE CENTER
- 100. EXISTING GRADE CENTER

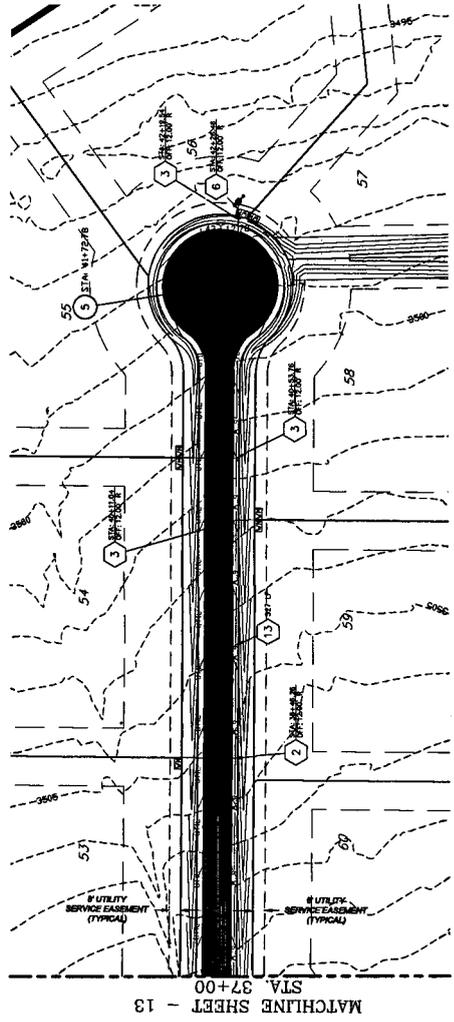
NOTES:  
 1. ALL WORK SHOWN IS TO BE PER AWWA AND MINGIUS WATER SYSTEM SPECIFICATIONS.  
 2. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 3. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 4. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 5. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 6. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 7. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 8. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 9. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 10. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 11. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 12. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 13. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 14. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 15. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 16. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 17. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 18. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 19. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 20. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 21. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 22. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 23. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 24. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 25. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 26. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 27. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 28. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 29. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 30. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 31. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 32. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 33. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 34. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 35. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 36. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 37. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 38. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 39. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 40. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 41. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 42. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 43. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 44. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 45. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 46. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 47. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 48. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 49. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 50. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 51. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 52. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 53. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 54. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 55. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 56. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 57. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 58. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 59. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 60. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 61. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 62. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 63. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 64. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 65. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 66. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 67. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 68. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 69. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 70. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 71. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 72. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 73. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 74. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 75. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 76. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 77. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 78. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 79. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 80. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 81. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 82. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 83. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 84. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 85. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 86. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 87. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 88. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 89. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 90. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 91. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 92. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 93. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 94. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 95. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 96. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 97. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 98. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 99. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.  
 100. REFER TO MATCH CONSTRUCTION PLANS FOR ALL DETAILS.

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

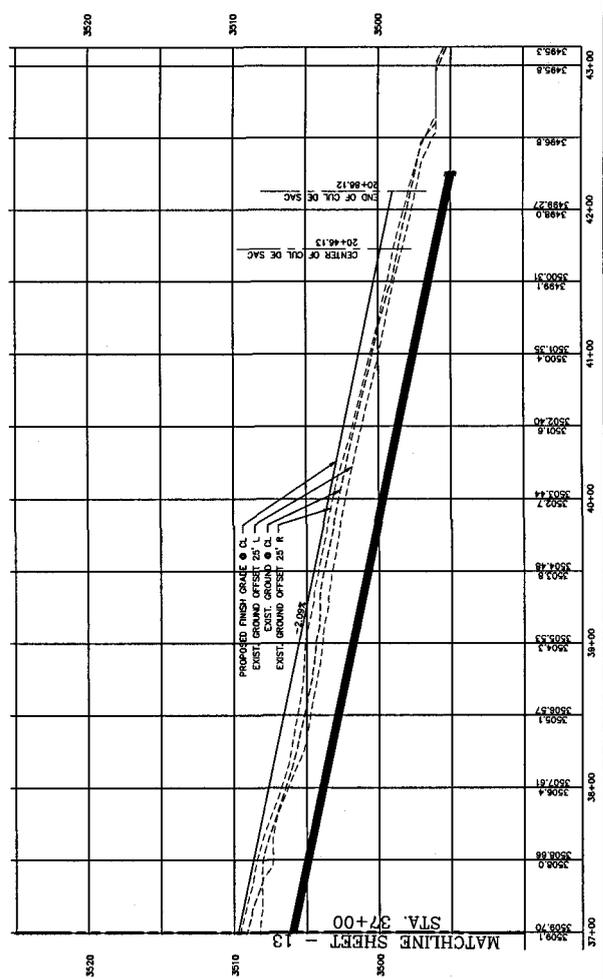
FOR AGENCY  
 REVIEW ONLY

MINGIUS PANORAMA ESTATES  
 CONSTRUCTION PLANS  
 PLAN & PROFILE  
 RAIN DANCE CT.  
 STA. 37+00 - END

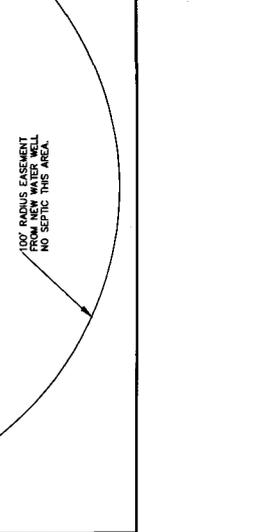
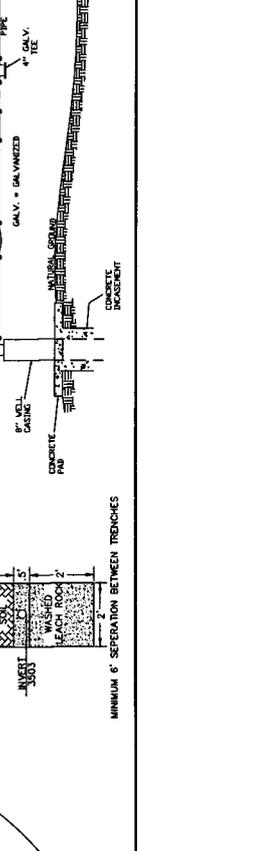
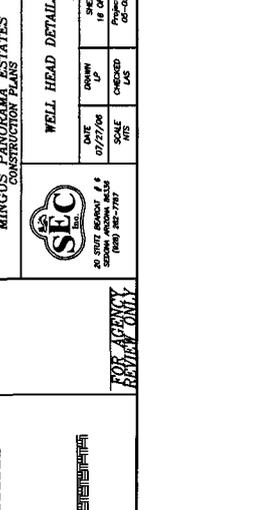
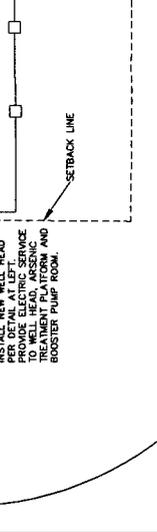
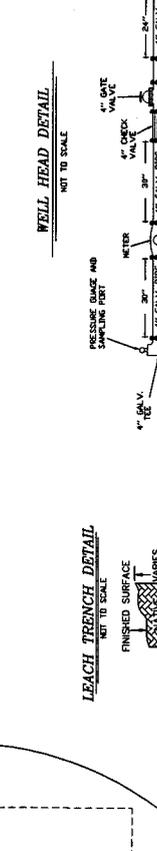
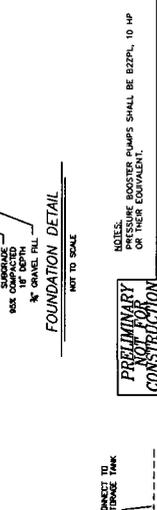
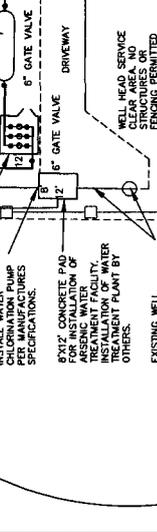
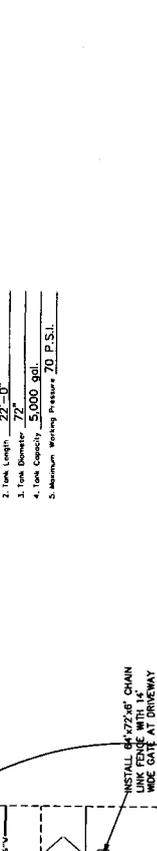
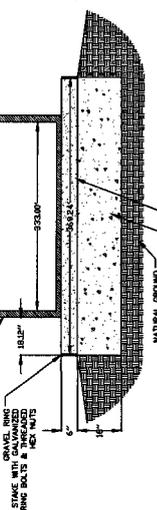
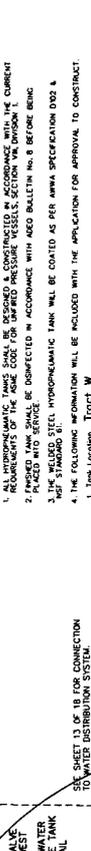
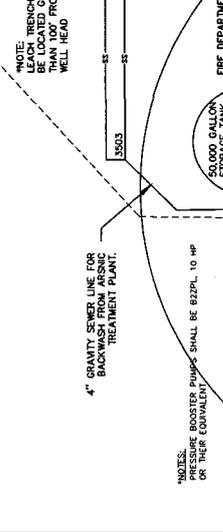
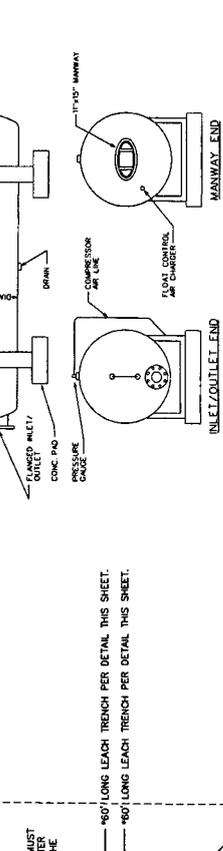
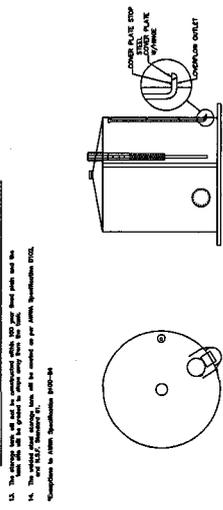
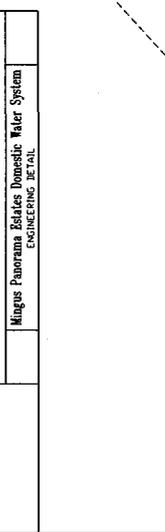
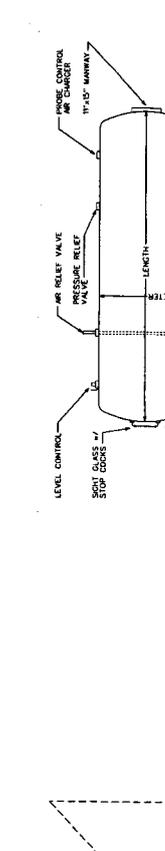
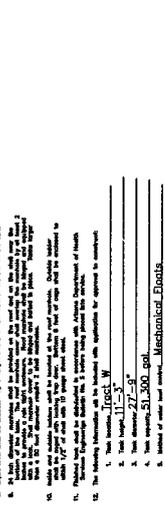
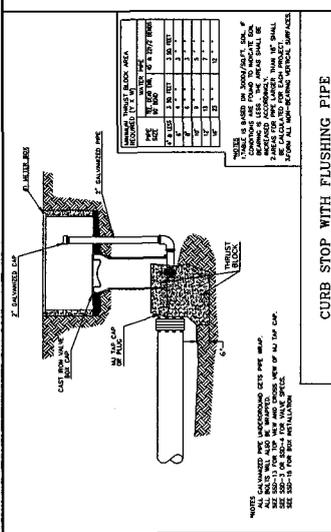
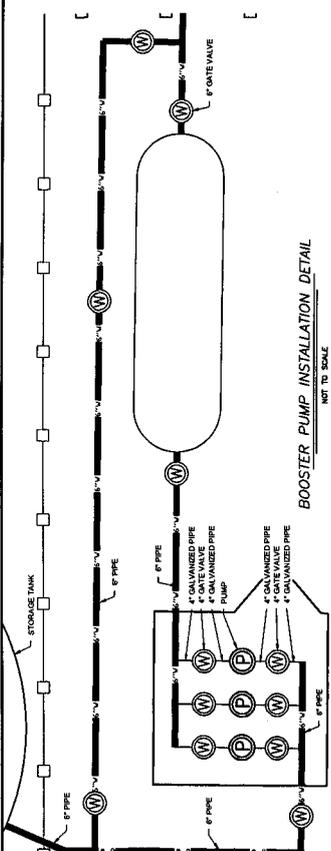
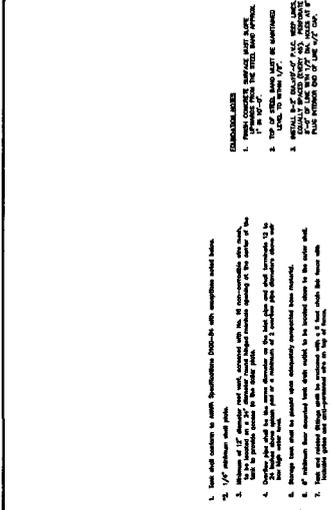
DATE: 07/27/06  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 SCALE: 1" = 30'  
 SHEET NO. 14 OF 19  
 PROJECT NO. 05-0503



**RAIN DANCE CT.**







- CONSTRUCTION NOTES**
1. The well shall be installed in accordance with the specifications listed herein.
  2. The well shall be installed in accordance with the specifications listed herein.
  3. The well shall be installed in accordance with the specifications listed herein.
  4. The well shall be installed in accordance with the specifications listed herein.
  5. The well shall be installed in accordance with the specifications listed herein.
  6. The well shall be installed in accordance with the specifications listed herein.
  7. The well shall be installed in accordance with the specifications listed herein.
  8. The well shall be installed in accordance with the specifications listed herein.
  9. The well shall be installed in accordance with the specifications listed herein.
  10. The well shall be installed in accordance with the specifications listed herein.
  11. The well shall be installed in accordance with the specifications listed herein.
  12. The well shall be installed in accordance with the specifications listed herein.
  13. The well shall be installed in accordance with the specifications listed herein.
  14. The well shall be installed in accordance with the specifications listed herein.
  15. The well shall be installed in accordance with the specifications listed herein.
  16. The well shall be installed in accordance with the specifications listed herein.
  17. The well shall be installed in accordance with the specifications listed herein.
  18. The well shall be installed in accordance with the specifications listed herein.
  19. The well shall be installed in accordance with the specifications listed herein.
  20. The well shall be installed in accordance with the specifications listed herein.

1. Tank Capacity: 11,000 gal.
2. Tank Length: 27'-5"
3. Tank Diameter: 51,300 gal.
4. Minimum Working Pressure: 70 P.S.I.

1. ALL HYDRAULIC LINES SHALL BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE ASME CODE FOR UNFUELED PRESSURE VESSELS, SECTION VIII DIVISION 1.
2. PIPING SHALL BE INSTALLED IN ACCORDANCE WITH ASME BULLETIN NO. 8 BEFORE BEING USED.
3. THE WELDED STEEL HYDRAULIC TANK SHALL BE COATED AS PER AREA SPECIFICATION D03 & D04.
4. THE FOLLOWING INFORMATION WILL BE INCLUDED WITH THE APPLICATION FOR APPROVAL TO CONSTRUCT:
  1. Tank Location: Ingle, W
  2. Tank Length: 27'-5"
  3. Tank Diameter: 51,300 gal.
  4. Tank Capacity: 11,000 gal.
  5. Minimum Working Pressure: 70 P.S.I.

1. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
2. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
3. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
4. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
5. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
6. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
7. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
8. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
9. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
10. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
11. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
12. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
13. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
14. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
15. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
16. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
17. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
18. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
19. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
20. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
21. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
22. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
23. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
24. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
25. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
26. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
27. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
28. 4" GRAVITY SEWER LINE FOR BACKWASH FROM ARSINIC TREATMENT PLANT.
29. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.
30. 60' LONG LEACH TRENCH PER DETAIL THIS SHEET.

**NOTES:**  
PRESSURE BOOSTER PUMPS SHALL BE BEZPL, 10 HP OR THEREABOUTS.

**SEC**  
20 STATE ROAD, # 8  
SPRING ARBOR, MS 38678  
(662) 281-1717

**MINGUS PANORAMA ESTATES CONSTRUCTION PLANS**

**WELL HEAD DETAILS**

DATE	BY	SCALE	SHEET NO.
07/27/24	JAS	AS SHOWN	02-043
			02-043

**PROFESSIONAL SEAL**

**NOTES:**  
PRESSURE BOOSTER PUMPS SHALL BE BEZPL, 10 HP OR THEREABOUTS.

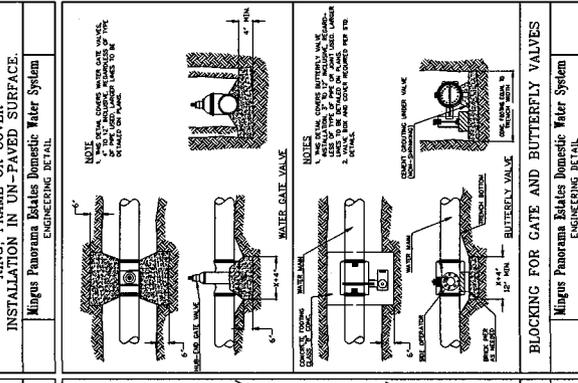
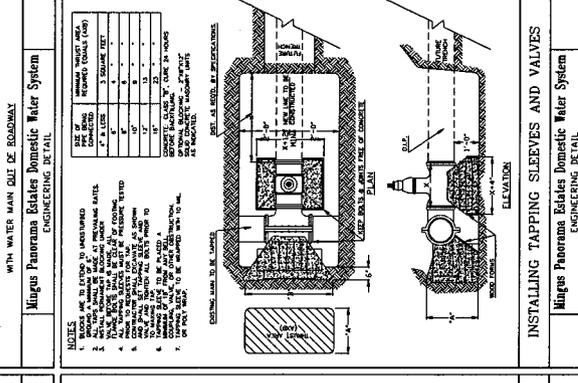
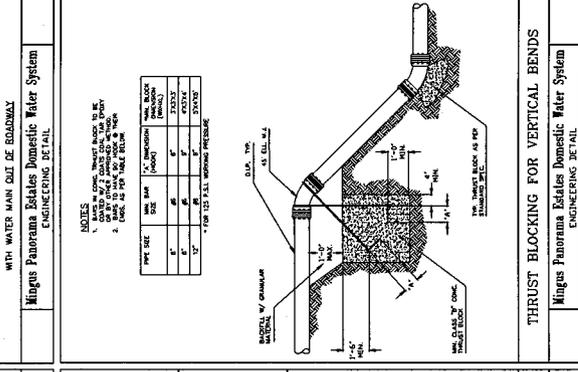
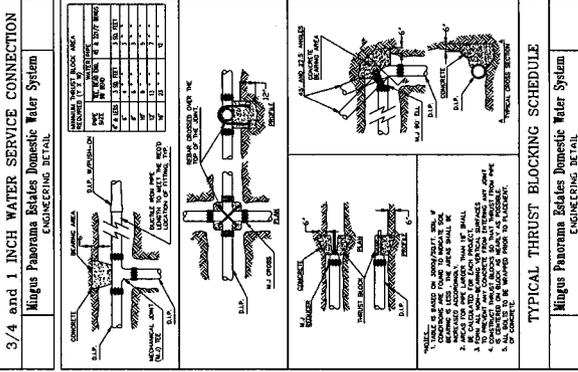
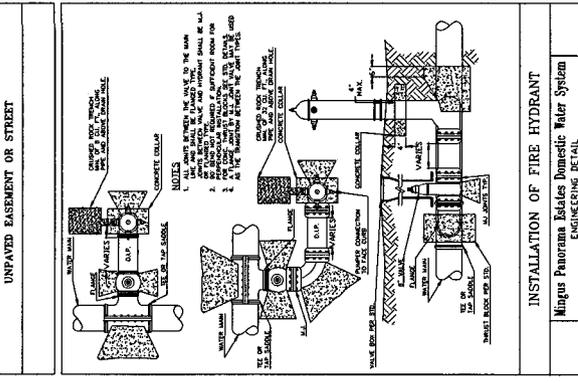
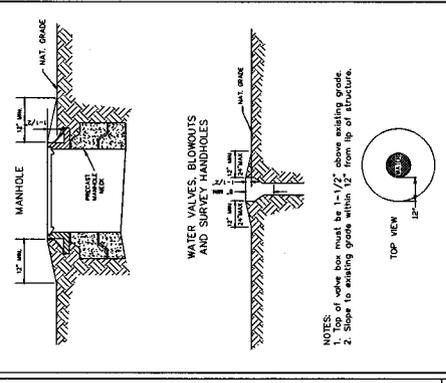
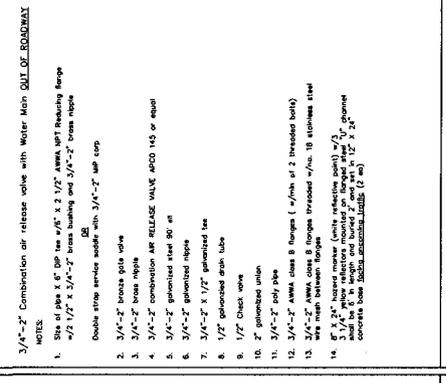
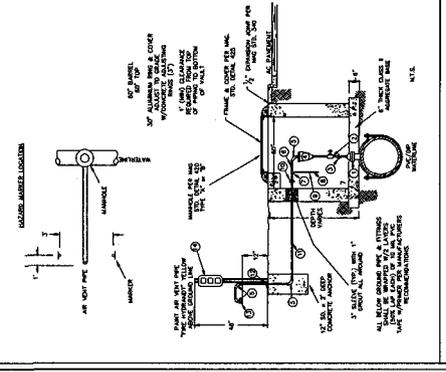
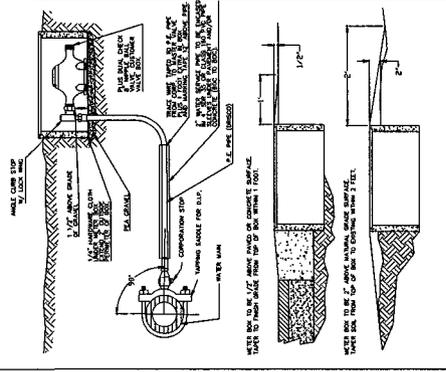
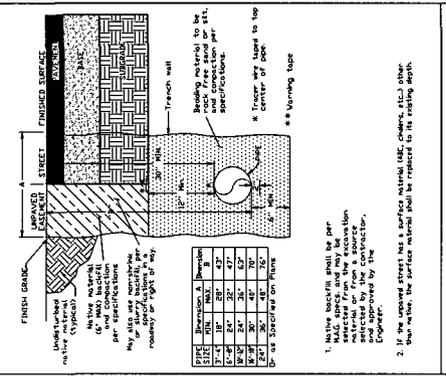
**SEC**  
20 STATE ROAD, # 8  
SPRING ARBOR, MS 38678  
(662) 281-1717

**MINGUS PANORAMA ESTATES CONSTRUCTION PLANS**

**WELL HEAD DETAILS**

DATE	BY	SCALE	SHEET NO.
07/27/24	JAS	AS SHOWN	02-043
			02-043

**PROFESSIONAL SEAL**



SEC  
20 STATE AVENUE, SUITE 404  
DENVER, COLORADO 80202  
PHONE: 303.733.1100  
FAX: 303.733.1101  
WWW.SEC-CO.COM

PROVISIONAL  
CONSTRUCTION

WATER SYSTEM DETAILS

DATE: 07/27/04  
DRAWN BY: J.P.  
CHECKED BY: J.P.  
SCALE: AS SHOWN  
PROJECT NO.: 04-0003

FOR APPROVAL

MINIGUS PANORAMA ESTATES  
CONSTRUCTION PLANS

WATER SYSTEM DETAILS

DATE: 07/27/04  
DRAWN BY: J.P.  
CHECKED BY: J.P.  
SCALE: AS SHOWN  
PROJECT NO.: 04-0003

# MINGUS PANORAMA ESTATES

LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, T.16N., R.4E., G. & S.R.M., YAVAPAI COUNTY, ARIZONA.

**GENERAL NOTES:** A 69 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION (CONTAINING 78.72 ACRES) SWPPP

1. The SWPPP is intended to be a dynamic plan that can be revised either as a result of monitoring conditions during design or as a result of changing conditions in the field. Making changes to the plan later is not effective as a requirement of the ADEP/DES Permit. Any changes to the plan shall be noted and dated on the plan. No required or constructed plans are allowed on site without foundation of additional permit conditions.

2. Erosion control structures and practices shall be installed by the applicant during construction. Swapping to the applicant during construction. The amount of soil and sediment shall be reduced to a level that is acceptable to the ADEP/DES Permit. Any changes to the plan shall be noted and dated on the plan. No required or constructed plans are allowed on site without foundation of additional permit conditions.

3. Maintenance and repair of erosion control structures shall be the responsibility of the applicant. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

4. Proper BMP design and placement shall be the responsibility of the applicant. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

5. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

6. The applicant shall be responsible for the design, construction, and maintenance of all erosion control structures. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

7. All erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

8. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

9. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

10. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

11. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

12. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

13. Erosion control structures shall be installed in accordance with the ADEP/DES Permit. The applicant shall maintain all erosion control structures until the construction is completed. The applicant shall maintain all erosion control structures until the construction is completed.

14. A copy of the General Permit, the NOI and the SWPPP are to remain at the job site throughout the construction process.

15. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.

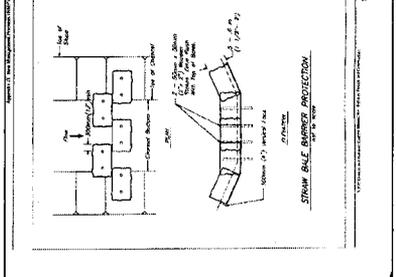
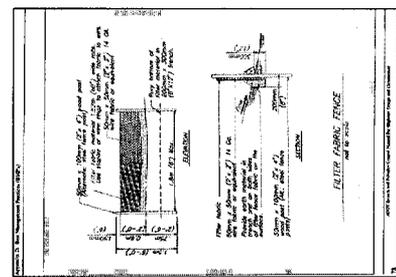
16. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.

17. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.

18. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.

19. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.

20. The contractor shall be responsible for the design, construction, and maintenance of all erosion control structures. The contractor shall maintain all erosion control structures until the construction is completed. The contractor shall maintain all erosion control structures until the construction is completed.



CALL TWO WORKING DAYS BEFORE YOU DIG  
**1-800-STAKE-IT**  
1-800-762-5346  
(OUTSIDE MARICOPA COUNTY)

MINGUS PANORAMA ESTATES CONSTRUCTION PLANS	
STORM WATER POLLUTION PROTECTION PLAN	
DATE	01/27/16
DRAWN UP	UP
CHECKED	UP
SCALE	N/A
PROJECT NO.	00-0000
DATE	01/27/16
SCALE	N/A
CHECKED	UP
PROJECT NO.	00-0000



PRELIMINARY  
NOT FOR  
CONSTRUCTION  
  
FOR AGENCY  
REVIEW ONLY

### LEGEND

- CONCRETE = HATCH ROCK SWAMP
- PAVED GRASS COURSE
- SSS = STORM WALE SLOPE SWAMP
- DIRECTION OF FLOW
- FLYER FABRIC FENCE



### SITE SPECIFIC NOTES:

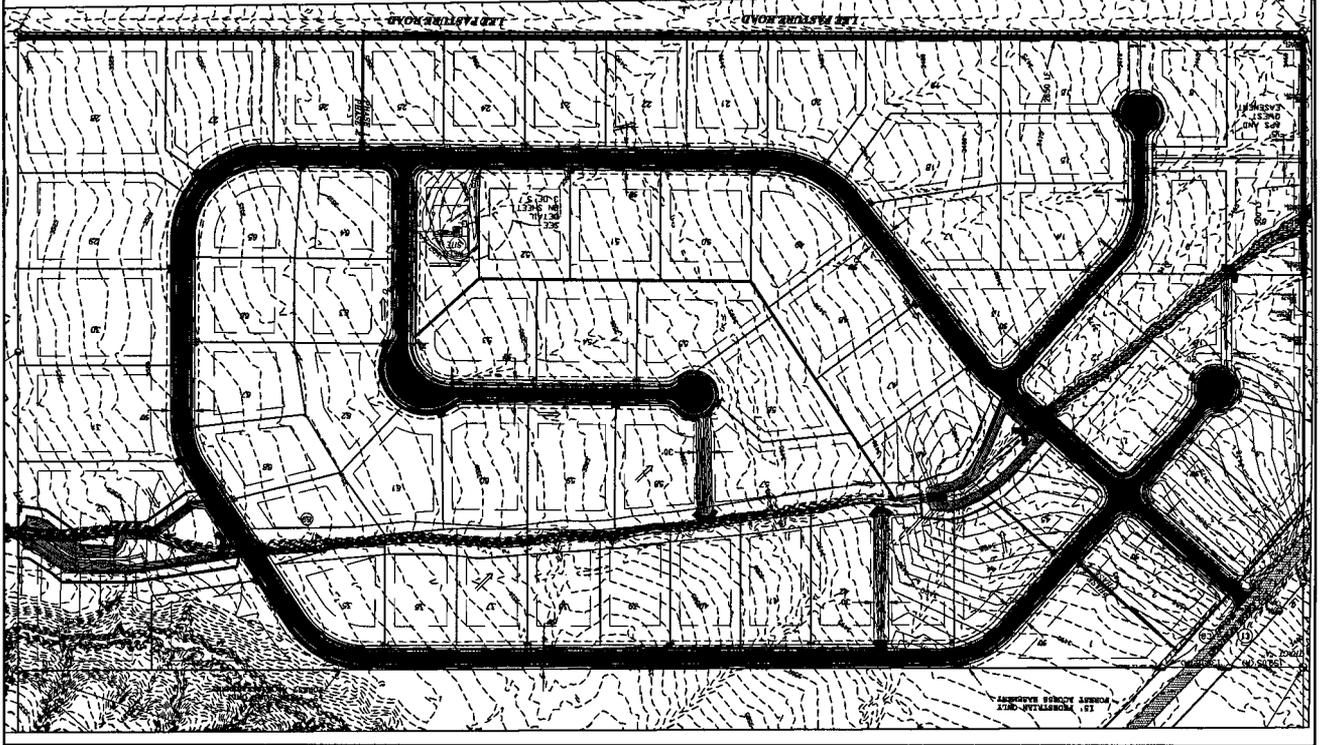
- Pre-construction meeting conditions
- Post-construction meeting conditions
- Timing: Start Date: 01/27/16
- End Date: 01/27/16

AT THE OPERATOR FOR THE CONSTRUCTION PROJECT, CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE ARIZONA POLLUTION ABATEMENT ACT AND THE ARIZONA WATER POLLUTION CONTROL ACT AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONSTRUCTION PERMIT AND THE CONSTRUCTION SITE MONITORING PLAN AS PART OF THE CONSTRUCTION.

CONTRACTOR SIGNATURE PRINTNAME OF CONTRACTOR AND CO.

The designated Inspector for this project is:

Print name of Inspector





K

## AGREEMENT

THIS AGREEMENT is entered into this 16 day of August, 2006, by and between MINGUS PANORAMA ESTATE, LLC ("Developer") an Arizona corporation, and MINGUS PANORAMA ESTATES HOMEOWNERS ASSOCIATION ("Association"), an Arizona nonprofit corporation.

## RECITALS

WHEREAS, Developer owns certain real property located in an unincorporated area within Yavapai County, Arizona, on which Developer intends to construct a subdivision to be known as Mingus Panorama Estate; and

WHEREAS, among the improvements to be constructed within Mingus Panorama Estate is a domestic water system which will provide a potable water supply to residents of the subdivision and the common areas; and

WHEREAS, Developer will arrange for the funding and construction of said domestic water system as a part of its activities in developing Mingus Panorama Estate; and

WHEREAS, Developer intends to convey title to the facilities comprising said domestic water system to Association upon the completion of construction of the system, at no cost to Association; and

WHEREAS, Association was formed for the purpose of assuming and discharging various roles and responsibilities on behalf of future residents of Mingus Panorama Estate; and

WHEREAS, one of those roles and responsibilities pertains to the operation and maintenance of a potable domestic water system; and

WHEREAS, Association is willing to accept the conveyance of the aforesaid domestic water system from Developer, at no cost to Association, and thereafter operate and maintain the same for the benefit of future residents of Mingus Panorama Estate;

NOW, THEREFORE, it is agreed as follows:

1. Developer shall cause, and fund, the construction of a domestic water system to provide for satisfaction of the requirements of residents of Mingus Panorama Estate for potable water service including the provision of water for common area users.

2. Title to the facilities of which domestic water system is comprised will be conveyed by Developer to the Association, at no cost to the Association. The documentation used to accomplish such title transfer(s) shall be in a form and content acceptable to the Association. Prior to such title transfer(s), Developer shall have responsibility for obtaining, at its cost, all necessary approvals in order for the transferred water facilities to be operated and

maintained as a potable water system pursuant to applicable federal and state statutes and regulations.

3. Upon transfer(s) of title to domestic water system facilities which are the subject of this Agreement, and the Association's acceptance thereof, the Association shall have responsibility for the ownership, operation, maintenance, repair and replacement of the domestic water system serving residents of Mingus Panorama Estate.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

MINGUS PANORAMA ESTATE, LLC

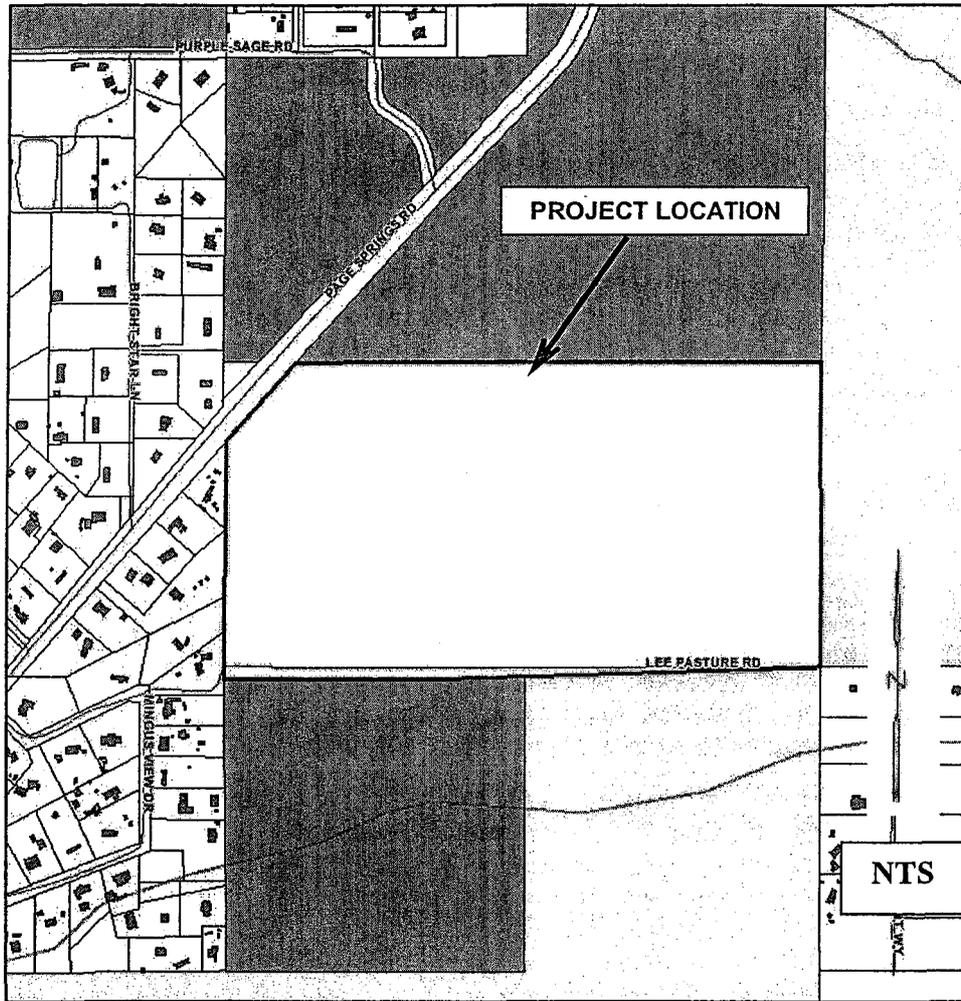
MINGUS PANORAMA ESTATES  
HOMEOWNERS ASSOCIATION

By: Claray Mak  
Member

By: Claray Mak  
President

L

# PHASE III DRAINAGE DESIGN FOR MINGUS PANORAMA ESTATES



PREPARED BY:



[www.sec-landmgt.com](http://www.sec-landmgt.com)

July 2006



# PHASE III DRAINAGE DESIGN FOR MINGUS PANORAMA ESTATES

LOCATED WITHIN THE  
CORNVILLE, AZ  
APN 407-33-051



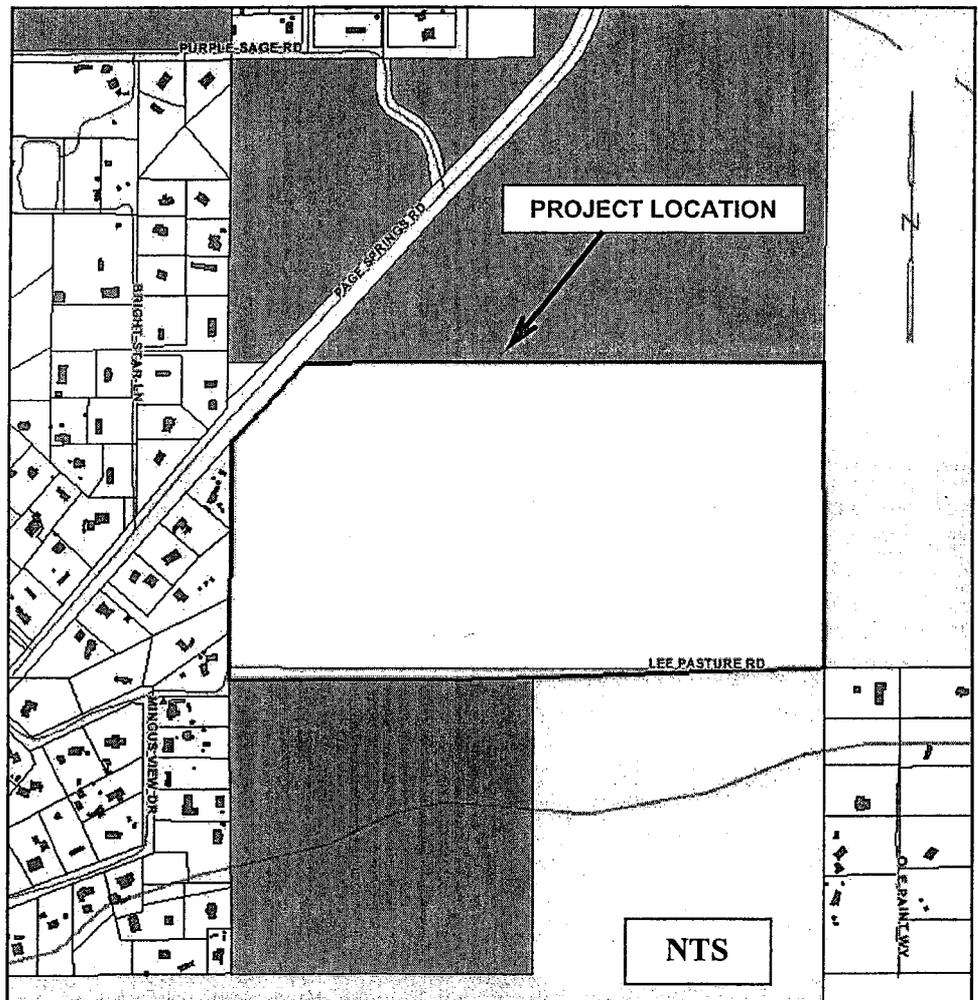
**OWNER/DEVELOPER:**  
Clara Mak/Kurt Wuersch  
350 Shadow Rock Drive  
Sedona, AZ 86336



**PROJECT ENGINEERS/  
PLANNERS/SURVEYORS:**  
SEC, INC.  
[www.sec-landmgt.com](http://www.sec-landmgt.com)

**CORPORATE OFFICE:**  
[info@sec-landmgt.com](mailto:info@sec-landmgt.com)  
20 Stutz Bearcat Drive, #6  
Sedona, AZ 86336  
(928) 282-7787

**BRANCH OFFICE:**  
[info@sec-landmgt.com](mailto:info@sec-landmgt.com)  
516 East Highway 89A, #12  
Cottonwood, AZ 86326  
(928) 634-5889



Corporate Engineer: Joseph Holgate, P.E., Registration #: 6387  
Project Engineer: Luke A. Sefton, P.E., Registration #: 37322  
[luke.sefton@sec-landmgt.com](mailto:luke.sefton@sec-landmgt.com)  
Design Engineer: Krishan Ginige  
[krishan@sec-landmgt.com](mailto:krishan@sec-landmgt.com)

© 2005, SEC, Inc., All Rights Reserved. This document is protected under the United States copyright Act. No part may be reproduced in any form or by any means or stored in a database or retrieval system, without the prior written permission of SEC, Inc.

## TABLE OF CONTENT

<u>DESCRIPTION</u>	<u>PAGE</u>
TABLE OF CONTENT .....	iii
DEVELOPER CERTIFICATION .....	iv
I. GENERAL LOCATION AND DESCRIPTION .....	4
A. LOCATION .....	4
B. DESCRIPTION OF PROPERTY .....	4
II. DRAINAGE BASINS AND SUB-BASINS .....	5
A. MAJOR BASIN DESCRIPTION .....	5
B. SUB-BASIN DESCRIPTION .....	5
III. DRAINAGE DESIGN CRITERIA .....	7
A. REGULATIONS .....	6
B. DEVELOPMENT CRITERIA AND CONSTRAINTS .....	6
C. HYDRAULIC CRITERIA .....	8
E. VARIANCES .....	14
IV. DRAINAGE FACILITY DESIGN /DISCUSSION .....	14
V. CONCLUSION .....	18
VI. REFERENCES .....	19



**APPENDICES**

Appendix A Floodplain area map (04025C1810F)

Appendix B

Appendix B-1 Major drainage configuration in the study area

Appendix B-2 Geotechnical explorations by Engineering and Testing Consultants, Inc (ETC)

Appendix B-3 The Soil Survey, Beaver Creek Area, Arizona study

Appendix C Guidelines for determining flood control hazards on Alluvial fans (FEMA, 2000)

Appendix D Pre development sub basin configuration

Appendix E Post development sub basin configurations

Appendix F Floodplain analysis/Scour calculations along the natural flow near the outlet of the project

Appendix F-1 Flood fridge study

Appendix F-2 Scour calculations

Appendix G Downstream drainage conditions and details

Appendix H Reservoir/Riprap details

Appendix H-1 Reservoir -1  
Hydrographs (HEC-HMS)

Appendix H-2 Reservoir -2  
Hydrographs (HEC-HMS)

Appendix H-3 Pipe (CMP) sizing  
(Using HDS 5 & Hydroflow)

Appendix H-4 Riprap Design Calculations

Appendix I Soil stability recommendations by ETC

Appendix J Hydraulic calculations for road side ditches/crossings



## DEVELOPER CERTIFICATION

Mingus Panorama Estates. LLC hereby certifies that the drainage facilities for Mingus Panorama Estates shall be constructed according to the design presented in this report. I understand that Yavapai County does not, and will not, assume liability for the drainage facilities designed and/or certified by my engineer, and that Yavapai County reviews drainage plans pursuant to the Arizona Revised Statutes, Chapter 21, Article 1, 48-3601 to 48-3628; but cannot, on behalf of Mingus Panorama Estates, guarantee that final drainage design review will absolve Mingus Panorama Estate. LLC and/or their successors and/or assigns of future liability for improper design. I further understand that approval of the Final Plat does not imply approval of my engineer's drainage design.

SIGNATURE: Clarey Malt

## I. GENERAL LOCATION AND DESCRIPTION

### A. LOCATION

The proposed development of Mingus Panorama is located within the Town of Cornville, Yavapai County, Arizona. More specifically described as Assessors Parcel Number 407-33-051: S ½ of the SE ¼ of Section 35, Township 16 North, Range 4 East, Gila & Salt River Base & Meridian. The property is located southeast of Page Springs Road and to the north of Lee Pasture Road. The property will be accessed via Winter Sun Drive, a new access road off of Page Springs Road.

1. Project Owner/Developer: Clara Mak/Kurt Wuersch  
350 Shadow Rock Drive  
Sedona, Arizona 86336
2. Streets and Roadway: Public roadways (Proposed onsite)
3. Major Drainage Ways and Facilities:

There are no identified major drainageways located within the project area. Oak Creek drainageway lies approximately half a mile to the west of the proposed project area. Two minor drainageways which are tributaries to the Oak Creek drainageway lie in close proximity to the proposed project site. An unnamed wash lies approximately 1800 feet to the north of the proposed site (tributary 1). Another unnamed wash lies approximately 500 feet south of the proposed site (tributary 2).

A flood status report shows this property is not within a floodplain area (Map 04025C1810 F, June 6, 2001) (See Appendix A).

Oak Creek Vista No. 3 Subdivision lies to the west of the property with Coconino National Forest to the north and south. State of Arizona Trust Land lies to the south and east of the property. Surrounding zoning is National Forest (NF) to the north and south, Single Family Residential (R1-70) to the east and Single Family Residential (R1-35) to the west and south.

### B. DESCRIPTION OF PROPERTY

The proposed development of Mingus Panorama Estates encompasses 80 acres of land. The site is currently undeveloped with no existing paved roads or buildings although there are some primitive roads cut through the project site. The project area consists of approximately 60 percent vegetative cover consisting of mesquite, brush and grass. The general area consists of a SCS C type soil. There are no irrigation ditches or canals on this site. The area has moderately 2 to 3 percent grade slopes which transition from the northeast to the southwest. From the eastern property boundary, a channel meanders through the property before exiting on the western boundary. The channel conveys a considerable portion of water, predominantly from the north section of the site. This channel has a



varying width (ranging from 5 to 15 ft) and the side slope varies from 2:1 to an almost a vertical surface. The drainage from the south portion of the site is mainly sheet flow, and exits from the site at the southwest corner of the property. The site is currently undeveloped and zoned Single Family Residential (R1-35) although a 69-lot residential subdivision development is planned for the site.

## II. DRAINAGE BASINS AND SUB-BASINS

### A. MAJOR BASIN DESCRIPTION

No previous drainageway planning studies were referenced or used in this report.

The project area is located within one major drainage basin which can be further subdivided into one on-site and two off-site sub basins (Appendix B-1). The major basin typically drains in an east to west direction and serves as a minor tributary to Oak Creek drainageway. The drainage basin is composed typically of sheet flow, shallow concentrated flow and channelized flow which creates the drainage network of the basin.

Investigations were made to identify the drainage pattern of the off-site watershed east of the property. Special consideration was placed to understand the possibility of an alluvial fan formation. The investigation was based on the guidelines provided by Federal Emergency Management Agency (FEMA) entitled "Guidelines for Determining Flood Hazards on Alluvial Fans" (2000). Refer Appendix C. The determination process was based on the steps outlines as: composition, morphology, location, boundaries etc. The guideline identify an Alluvial fan as *"sedimentary deposit located at a topographic break such as the base of a mountain front, escarpment, or valley side. That is composed of stream flow and/or debris flow sediments and has the shape of a fan, either fully or partially extended"* The site visits, aerial photographs, and google earth images suggested that the possibilities of forming an Alluvial Fan at the eastern off-site watershed are remote. Therefore, this study does not consider the east off-site basin to form alluvial fans.

The basin is currently composed of developed and undeveloped parcels with more development planned for areas within the basin. The basin is composed of SCS 'C' type soil with 60 percent vegetation cover. A site specific geotechnical exploration by Engineering and Testing Consultants, Inc (ETC) was carried out in 1996. (The detailed report is annexed in Appendix B-2). The Soil Survey, Beaver Creek Area, Arizona study identifies the soils of the study area as sandy loom (refer Appendix B -3). The above references and site investigations were the basis of determining the soil types of the study area.

Currently there are no irrigation or detention facilities located within the basin.

The major basin is not within any major floodplain areas as shown in the

FIRM Map Number 04025C1810-F (Appendix A). This drainage study addresses the on-site and offsite basins and the development of the site.

**B. SUB-BASIN DESCRIPTION**

**B.1 PRE DEVELOPMENT STAGE**

**B.1.1 Pre Development On-Site Sub Basins: (Appendix D)**

The on-site basin is approximately 80 acres which is considered to encompass the entire project area except for the 0.32 Ac lot which is to the northwestern boundary, across Page Springs Road and the approximately 1 Ac area to the northeast of the property which is flowing to tributary-2 (unnamed tributary to north of property). A majority area of the project is typically sheet flow in a northeast to southwest direction. Some of the runoff is routed through a channel that extends from the eastern property boundary to the western property boundary. Based on the topographic contours, the onsite basin is subdivided into two main onsite basins: **North on-site sub basin** and the **South on-site sub basin** (Appendix D). The north and the south on-site basins are subdivided into 9 sub basins (Table 1 and Appendix D). The on-site basins are affected by the off-site basin by additional flow being directed through the on-site basins.

**Table 1. Pre development on-site sub basin geological information**

Basin Designation	Area (A)	Slope (S)	Channel Length (L)
	(mi <sup>2</sup> )	ft/mile	Miles
Pre D-1	0.017	114.80	0.267
Pre D-2	0.017	121.19	0.289
Pre D-3	0.017	184.73	0.138
Pre D-4	0.014	138.86	0.147
Pre D-5	0.007	147.62	0.165
Pre D-6	0.010	145.26	0.220
Pre D-7	0.016	125.91	0.286
Pre D-8	0.017	121.31	0.173
Pre D-9	0.010	140.49	0.217

(Refer Appendix D)

**B.1.2 Pre Development Off-Site Sub Basins: (Appendix D)**

There are two off-site basins considered in this report. The off-site basin located to the north of the project area has an approximate area of 10 acres. The off-site basin located to the east of the project area has an approximate area of 44 acres. The off-site basins consist of sheet flow, shallow concentrated flow and channelized flow. The typical pattern of flow is in an east to west direction with exception of the off-site basin



located to north of the proposed project site which flows in a north to south direction. The north off-site basin is denoted by Pre D-10. The east off-site basin is subdivided as Pre D-11, 12, and 13 (Table 2). The runoff discharges from the off-site basins are directed through the on-site basin before discharging into Oak Creek.

**Table 2.** Pre development off-site basin geological information

Basin Designation	Area (A) (mi <sup>2</sup> )	Slope (S) ft/mile	Channel Length (L) Miles
Pre D-10	0.010	294.45	0.068
Pre D-11	0.015	155.69	0.514
Pre D-12	0.028	108.48	0.369
Pre D-13	0.015	150.21	0.133

## B.2 POST DEVELOPMENT STAGE

### B.2.1 Post Development On-Site Sub Basins (Appendix E)

The post development on-site basin will mainly consist of the housing units, roads and other service. The onsite basin was subdivided to two main on-site sub basins: North on-site sub basin and the South on-site sub basin (Exhibit E and Table 3).

**Table 3.** Post development on-site sub basin geological information

Basin Designation	Area (A) (mi <sup>2</sup> )	Slope (S) ft/mile	Channel Length (L) Miles
Post-D-1	0.011	134.952	0.059
Post D-2	0.002	26.400	0.152
Post D-3	0.016	121.224	0.074
Post D-4	0.021	117.333	0.170
Post D-5	0.006	66.000	0.455
Post-D-6	0.016	118.986	0.269
Post D-7	0.017	146.667	0.170
Post D-8	0.012	127.681	0.266
Post D-9	0.005	84.480	0.379
Post D-10	0.003	163.975	0.061
Post D-11	0.003	176.000	0.057
Post D-12	0.010	158.400	0.095

(Refer Appendix E)

### B.2.2 Post development off-site sub basins (Appendix E)

The off-site geologic conditions of the sub basins will be unchanged. The north off-site sub basin will be denoted by Post D-13. The east off-site basin is subdivided as Post D- 14 and 15 (Refer Table 4 and Appendix E).

**Table 4.** Post development off-site sub basin geological information

Basin Designation	Area (A) Sq Miles	Slope (S) ft/mile	Channel Length (L) Miles
Post D-13	0.015	294.454	0.068
Post-D-14	0.036	155.695	0.514
Post-D-15	0.034	119.547	0.502

## III. DRAINAGE DESIGN CRITERIA

### A. REGULATIONS

The Yavapai County Drainage Criteria Manual was followed to prepare this report and conduct the hydraulic modeling.

### B. DEVELOPMENT CRITERIA AND CONSTRAINTS

The soil investigation reports by ETC, NOAA maps, NOAA web site, and site visits were used to establish and develop the conceptual watershed. While there is a predominant water channel to the west of the site, no such predominant channel could be identified to the southeast of the site. However, there was evidence of water flowing towards the southwest corner of the site. The flow from the off-site basins will be significant. The flows will remain undisturbed to maintain a continuous flow from the Coconino National Forest and the State Trust Land.

### C. HYDRAULIC CRITERIA

#### C.1 Design Rainfall

Point precipitation frequency estimates from NOAA Atlas 14 was used to develop the design rainfall for the project. The gauging station at Arizona 34.847 N, 111.786 W was selected to obtain the data. The upper bound of the 90% confidence interval precipitation frequency estimate is shown in the Table 5.

**Table 5. Precipitation frequency estimates (NOAA Atlas-14)**

Upper bound of the 90% confidence interval										
Precipitation Frequency Estimates (inches)										
ARI	5	10	15	30	60	120	3	6	12	24
(years)	min	min	min	min	min	min	hr	hr	hr	hr
2	0.33	0.49	0.61	0.82	1.02	1.15	1.23	1.39	1.77	2.26
5	0.44	0.66	0.82	1.11	1.37	1.51	1.56	1.72	2.15	2.81
10	0.53	0.81	1.00	1.35	1.67	1.82	1.85	2.02	2.46	3.24
25	0.66	1.00	1.25	1.68	2.08	2.25	2.28	2.45	2.9	3.87
50	0.77	1.18	1.46	1.96	2.43	2.62	2.66	2.79	3.23	4.36
100	0.89	1.36	1.68	2.27	2.81	3.04	3.08	3.17	3.60	4.88
200	1.02	1.56	1.93	2.60	3.21	3.48	3.52	3.58	3.97	5.43
500	1.22	1.86	2.30	3.10	3.84	4.13	4.18	4.25	4.50	6.17
1000	1.39	2.11	2.62	3.52	4.36	4.67	4.72	4.80	4.92	6.77

**C.2 RUNOFF CALCULATION**

- a The runoff from the watershed was estimated using HEC-HMS (version 3).
- b Clark unit hydrograph, Green and Ampt method, and Muskingum-Cunge method were used to determine loss, transform, and routing respectively.
- c Time of concentration ( $T_c$ ) was calculated using the equation  

$$T_c = 2.4 A^{0.1} * L^{0.25} * L_{ca}^{0.25} * S^{-0.2}$$
 From ADOT design manual for desert/mountain areas.

Predevelopment and post development watersheds time of concentrations are tabulated in Table 6 and 7 respectively.

- d Storage Coefficient (R) for Clark unit hydrograph was calculated using equation  

$$R = 0.37 T_c^{1.11} * L^{0.8} * A^{-0.57}$$
 , from ADOT design manual.  
 Predevelopment and post development watershed storage coefficients are tabulated in Table 6 and 7 respectively.



**Table 6. Pre development sub basin hydraulic parameters**

Basin Designation	Time of concentration Hrs	R
Pre D-1	0.243	0.273
Pre D-2	0.250	0.299
Pre D-3	0.175	0.112
Pre D-4	0.188	0.142
Pre D-5	0.183	0.230
Pre D-6	0.221	0.284
Pre D-7	0.271	0.337
Pre D-8	0.213	0.170
Pre D-9	0.221	0.281
Pre D-10	0.101	0.100
Pre D-11	0.314	0.648
Pre D-12	0.304	0.338
Pre D-13	0.178	0.118

**Table 7. Post development sub basin hydraulic parameters**

Basin Designation	Time of Concentration Hrs	R
Post-D-1	0.117	0.047
Post D-2	0.222	0.500
Post D-3	0.140	0.054
Post D-4	0.218	0.152
Post D-5	0.354	1.134
Post-D-6	0.266	0.313
Post D-7	0.205	0.156
Post D-8	0.253	0.352
Post D-9	0.299	0.951
Post D-10	0.100	0.100
Post D-11	0.096	0.074
Post D-12	0.142	0.091
Post D-13	0.105	0.100
Post-D-14	0.341	0.440
Post-D-15	0.354	0.465

- e **Initial loss-** A pre development initial loss of 0.35 inches was selected (ADOT design manual, Table 3-1).

The post development initial loss of 0.15 inches was selected (50 % lawn



and turf and 50 % desert landscape). The off-site sub basins were assigned 0.35 inches of initial loss.

- f **Moisture deficit-** Pre development and post development moisture deficit of 0.35 was assigned (ADOT, Table 3-2).
- g **Suction-** A pre development and post development of suction value of 4.3 inches were assigned (ADOT, Table 3-2).
- h **Conductivity-** Pre development and post development conductivity value of 0.62 inches/hr were developed (ADOT, Table 3.2 and Figure 3.2).
- i **Impervious area (%)**- Based on the site investigation a 10% impervious area was assigned for the pre development condition. The post development "on-site basins" was assigned with 15% impervious area (ADOT, Table 3-3).
- j **Reaches-** Channel routing was simulated using Muskingum-Cunge method. Based on the general shape of the channel, a trapezoidal shape was used. All reaches are maintained in their natural conditions
- k There is no base flow

### C.3 RESULTS

#### Pre development stage

Summary of the 100-, 25-, 10-, 5-, 2-year peak discharge of the south watershed is tabulated in Table 8. The outlet point is indicated by junction 3.

**Table 8.** Pre development South watershed maximum discharge

South Basin (B-1)	Drainage area (MI <sup>2</sup> )	Max CFS				
		100 year	25 year	10 year	5 year	2 year
Junction-1	0.059	79.40	49.67	24.85	16.61	4.52
Junction-2	0.076	105.29	65.81	32.62	22.43	6.92
Junction-3 (Outlet-1)	0.086	116.79	73.70	37.24	25.53	7.87
Pre D- 12	0.028	32.54	19.89	9.55	6.20	1.34
Pre D-13	0.015	32.33	20.23	10.09	6.67	1.45
Pre D-7	0.016	20.43	13.09	7.05	5.00	2.03
Pre D-8	0.017	32.87	21.36	11.59	8.19	3.15
Pre D-9	0.010	14.77	9.55	5.17	3.68	1.46
Reach-1	0.043	59.74	37.01	18.03	11.73	2.54
Reach-2	0.059	75.06	46.75	23.79	15.92	4.41
Reach-3	0.076	103.24	65.07	32.62	22.26	6.78



Summary of the 100-, 25-, 10-, 5-, 2-year peak discharge of the north watershed is tabulated in Table 9. The outlet point is indicated by junction 6.

**Table 9. Pre development North watershed maximum discharge**

North Basin (B-2)	Drainage area (MI <sup>2</sup> )	Max CFS				
		100 year	25 year	10 year	5 year	2 year
Junction-5	0.095	105.15	62.43	30.50	20.84	6.87
Junction-6 (Outlet-2)	0.121	146.29	90.28	45.79	31.36	10.73
Pre D-1	0.017	25.07	16.19	8.75	6.23	2.47
Pre D-10	0.015	38.76	25.03	13.01	8.55	1.85
Pre D-11	0.025	21.51	13.10	6.25	4.07	0.88
Pre D-2	0.017	23.40	15.10	8.16	5.82	2.33
Pre D-3	0.014	31.90	20.77	11.33	8.06	3.04
Pre D-4	0.007	12.76	8.29	4.49	3.17	1.23
Pre D-5	0.010	18.52	12.04	6.53	4.61	1.78
Pre D-6	0.016	26.27	17.01	9.20	6.54	2.56
Reach-4	0.059	67.28	42.56	22.52	15.23	5.52
Reach-6	0.095	103.45	61.81	30.06	20.21	6.73

1. The runoff discharge from the major drainage basin typically concentrates into the existing channel that traverses through the off-site and on-site drainage areas. Therefore, the development of Mingus Panorama within the on-site drainage basin will not adversely affect the historical drainage pattern of the major drainage basin. However, considering the existing channel is located within the project area, the flow through these drainage paths will be changed.
2. The off-site drainage basin located to the east of the proposed project site covers a considerable drainage area. Therefore, a large amount of runoff discharge is expected to move through the existing channel. This large runoff discharge will need to be controlled on-site due to the development of the on-site basin.
3. The off-site basin located to the north of the proposed project site does not pose a significant impact to the development of the project area since the runoff pattern is sheet flow which distributes the flow over a wide area.
4. The development of Mingus Panorama subdivision will increase the runoff discharge from the on-site basin due to an increase in impermeable areas caused by construction of buildings and paved roads. Measures are proposed to mitigate the influence down stream of the outlets.



## Post Development stage

The post development flow at the south and the north sections are tabulated in Tables 10 and 11. Due to the increase in the flow at the north section outlet, detention basins are proposed. Two detentions basins, termed reservoir 1 and 2 are assigned along the main channel as depicted in Appendix E.

**Table 10. Post development South watershed maximum discharge**

South Basin (B-3)	Drainage area (MI <sup>2</sup> )	Max CFS				
		100 year	25 year	10 year	5 year	2 year
Junction-1	0.0497	43.59	25.16	12.1	7.58	4.08
Junction-2 (Outlet-1)	0.067	47.07	29.71	17.19	12.29	6.96
Post D-15	0.0336	30.51	18.45	8.79	5.73	1.24
Post D-6	0.0161	23.9	16.37	9.98	7.14	4.08
Post D-7	0.0173	38.16	26.56	16.28	11.73	6.6
Reach-1	0.0336	30.55	18.41	8.78	5.68	1.12
Reach-2	0.0497	42.04	25.54	12.02	7.01	4.14

**Table 11. Post development North watershed maximum discharge**

Basin 8	Drainage area (MI <sup>2</sup> )	Max CFS				
		100 years	25 years	10 years	5 years	2 years
Junction-3	0.05	52.53	33.69	18.98	13.58	6.64
Junction-4	0.13	160.01	109.35	64.75	45.84	22.81
Junction-5 (Outlet-2)	0.14	142.93	81.56	39.58	24.54	10.36
Post D-1	0.01	31.84	22.55	14.03	10.27	5.72
Post D-10	0.00	8.70	6.17	3.85	2.83	1.58
Post D-11	0.00	9.34	6.63	4.14	3.04	1.69
Post D-12	0.01	26.87	18.97	11.75	8.56	4.77
Post D-13	0.02	39.16	25.29	13.15	8.64	1.87
Post D-14	0.04	33.98	20.71	9.89	6.44	1.40
Post D-2	0.00	2.49	1.71	1.05	0.75	0.43
Post D-3	0.02	45.77	32.33	20.03	14.60	8.13
Post D-4	0.02	45.75	31.86	19.52	14.06	7.91
Post D-5	0.01	3.68	2.51	1.54	1.11	0.65
Post D-8	0.01	16.37	11.20	6.86	4.92	2.81
Post D-9	0.00	3.22	2.18	1.34	0.96	0.56
Reach-3	0.05	31.16	20.37	10.23	6.40	1.98
Reach-4	0.13	130.89	73.90	37.27	22.86	9.71
Reservoir-1AAA	0.05	31.30	20.57	10.37	6.43	1.99
Reservoir-2AAA	0.13	132.30	76.83	37.98	23.03	9.77



## E Variances from Yavapai County Drainage Criteria Manual (YCDCM)

A variance is requested for the construction of detention basin side slopes (section 5.4 of the YCDCM):

a A maximum of 2:1 for protected side slope or 3:1 unprotected side slopes where the depths of ponding are less than three feet.

b A maximum of 4:1 for side slopes where depths of ponding are three feet or greater.

The two reservoirs in the sub division are proposed as follows.

**Reservoir 1** (To the east boundary of the development)

The maximum depth of water is estimated to be 3.4 feet. Therefore a 3:1 slope to a vertical height of 3.5 feet and a 2:1 slope thereafter to total depth of 6 feet.

**Reservoir 2** (To the west boundary of the development)

The maximum depth of water is estimated to be 5.5 feet. Therefore a 3:1 slope is proposed to a vertical height of 6 feet.

The site specific studies by ETC provide information on the soil characteristics of the area (Appendix B-2). Based on the results ETC recommends "The banks of the retention pond to be constructed at a maximum slope angle of 3:1, up to the height of the 100 year flood elevation. The banks of the pond above the flood elevation may be constructed at maximum slope angle of 2:1." The recommendations are attached in Appendix I.

## IV. DRAINAGE FACILITY DESIGN

### Discussion

#### Maximum Discharge

##### **North watershed**

The developments at the north watershed resulted in increase in the maximum discharge at the outlet. To control the post development maximum flows and to reduce the flow below the pre development stage, two detention basins (reservoirs) are proposed.

**Reservoir-1**, with a top surface area of 0.46 AC is intended to control the off-site flows. The reservoir is designed to accommodate for 1.02 AC-FT in a 100-year flow. This will produce a maximum water height of 3518.35 ft. The detention basin will be constructed to detain all flows with the reservoir in a 100-year storm. The water shall be conveyed under the road using a 30 inches diameter CMP. The calculation results using HEC-HMS are included in Appendix H.

**Reservoir-2**, with a top area of 0.47 Ac is capturing most of the north on-site flow. The total volume at 100-year rain is 1.69 AC-FT. The highest

water level will be 3481.57 ft. The detention basin area and the pipe orientation were used to control the maximum flow for different return periods. The areas of the two reservoirs, the outlet pipe sizes and the elevations were adjusted to mitigate the increase in flow at the site outlet. Based on several trial runs, 3 outlet pipes are proposed at the reservoir at 3476.0, 3477.0, 3478.0 ft elevations with 18, 30, and 36 inches diameters, respectively. The three CMP's will be connected to a single catch box and the drainage will be conveyed under the Winter Sun drive using a 60 inch diameter CMP. The 60 inch CMP will flow under gravity flow and the calculations are based on HYDROFLOW modeling and HDS-5 chart. The calculation details are attached in Appendix H-2 and H-3. As an additional safety measure, a 15 ft wide spill way at 3483.0 ft will convey any excess water generated in an event of more than 100 years. The calculations on flow, pipe size, pipe orientation, and reservoir configurations are attached in Appendix H. The difference between the post development and the pre development discharge at north watershed outlet is tabulated in Table 12.

**Table 12. Post/Pre development maximum discharge at north watershed**

North watershed	Max CFS				
	100 year	25 year	10 year	5 year	2 year
Pre development	146.29	90.28	45.79	31.36	10.73
Post development	142.93	81.56	36.58	24.54	10.36
(Pre)-(Post)	3.36	8.72	9.21	6.82	0.37

The implementation of the two detention basins will substantially reduce the maximum post development flow. The difference between the pre and post development maximum flow for different return periods are positive numbers which indicate that *post development flows are less than pre development flow for the north sub basin.*

Therefore, two retention basins near Winter Mountain Drive are proposed to control the impact to the down stream.

#### South watershed

The pre development and post development maximum discharge at south watershed were compared. Due to the on-site routing, the contribution at the outlet has decreased. The difference between the post development and the pre development discharge at south watershed outlet is tabulated in Table 13.

**Table 13. Post/Pre development maximum discharge at south watershed**

South watershed	Max CFS				
	100 year	25 year	10 year	5 year	2 year
Pre development	116.79	73.70	37.24	25.53	7.87
Post development	47.07	29.71	17.19	12.29	6.96
(Pre)-(Post)	69.72	43.99	20.05	13.24	0.91



The reduction of the watershed area for the post development scenario will substantially reduce the maximum post development flow. The difference between the pre and post development maximum flow for different return periods are positive numbers which indicate that ***post development flows are less than pre development flow for the south sub basin.***

#### **Floodplain analysis (Approximation delineation) of north watershed**

The implementation of the two reservoirs has reduced the post development flows below the pre development flows. The flows from reservoir 2 shall be conveyed under Winter Sun Road using a 60" diameter CMP. The flow from the CMP will be directed to the natural flow of the area. However, the maximum depths of flow and the impacts of the flows to the proposed lots were evaluated. Cross sections at 50, 150, 300, 450, and 600 feet from the center line from Winter Sun Road near reservoir 2 were analyzed using HYDROFLOW (Based on open channel flow and Manning's equation). The cross sectional configurations are attached in Appendix F. The maximum flows (for 100 year return period) through the natural cross sections based on HYDROFLOW modeling is shown in the cross sectional layouts in Appendix F. The 100 year flood line within lots 5, 6, 9, 10, 11, and 12 are outlined in Appendix F. ***The results show that the natural channel is capable of conveying the flows from the upstream developments, and the 100 year flood elevation is concentrated within a small area.***

#### **Local and lateral scour**

The local and lateral scour for in the natural channel passing through lots 5,6,9,10,11 and 12 were calculated using the guidelines stipulated in Bureau of reclamation technical guidelines and Design of riprap requirement by US Department of transportation (Hydraulic Engineering Circular No 11). Based on the results the building envelop is proposed to be 10 feet from the 100 year drainage plain. The scour calculations are attached in Appendix F-2. All other building set backs to be 20 ft from the natural flow channel and detention basins.

#### **Downstream investigations**

The north watershed conveys a major portion of the on-site and off-site drainage. Flow calculation at 50 and 150 ft downstream from the site, using HYDROFLOW modeling shows that the natural channel downstream of the site is well capable of conveying the flows within the channel. Investigation further downstream (~700 ft) revealed a 48" CMP intended to convey the drainage of the channel. Considering the flow from this investigation and the additional drainage area contribution to this outlet, the size and the orientation of the CMP may lead to flood hazards downstream of the development (Appendix G). This study takes special care to insure that this development does not increase downstream flows to a potential existing drainage problem.

## SPECIAL DETAILS

### A Scour protection (Riprap)

Scour protection has to be provided at the inlet and outlet to reservoir 1 and 2. Riprap is proposed at the two bends of the channel, connecting reservoir 1 with the northeast off site watershed. Riprap is also proposed at the CMP's conveying water from the north off site watershed. Design calculations for riprap are attached in Appendix H.

#### Summary

- Riprap ( $D_{50} = 1$  ft) to be hand placed to total thickness of 2 ft. The lateral placement to be 8.5 ft from beginning of scour.
- Filler material ( $D_{50} = \frac{3}{4}$ " ) to be placed to a thickness of 10".
- The gradation of riprap should follow a smooth curve
- The ratio to the largest size rock to  $D_{50}$  should be equal or less than 2.
- $D_{20} / D_{50} \sim 0.5$
- The riprap should be hard, dense, durable, and resistant to weather and fracture
- All riprap to be hand placed in an interlocking position.
- Filler material to be well graded gravel as specified.

### B Street and Parking lot drainage

The streets will consist of a 2% slope from the crown. No curbs are proposed for the road sections. Therefore no drainage is expected to be conveyed on the road surface. V shaped channel will convey the drainage along side of the streets. The channels are sized to convey the 100 year flows.

- The north-east V channel of the Winter Sun drive is designed to convey the 100 year flow of 10 CFS in the 1.2 ft deep ditch (normal depth of 0.88 ft and a free board of 0.25 ft). The calculations are attached in Appendix J.
- The drainage from the north-east V channel shall be conveyed across the Winter Sun drive using an 18" CMP and shall be directed to the natural flow channel. The CMP will convey the drainage under gravity flow and the calculations are enclosed in Appendix J.
- The north-west V channel of the Winter Sun drive is designed to convey the 100 year flow of 30 CFS in the 2 ft deep ditch ( normal depth of 1.32 and a free board of 0.41 ft). The calculations are attached in Appendix J.
- The drainage from the north-west V channel shall be conveyed across the Winter Sun drive using two 18" CMP and shall be directed to the natural flow channel. The calculations are enclosed in Appendix J.
- The drainage at the south section of the Winter Sun drive is proposed to have a V ditch with an average height of 2.1 ft (normal depth of 1.58 and a free board of 0.51 ft). This ditch is capable of conveying the 100 year flow (48.8 CFS) within the ditch. The calculations are attached in Appendix J.
- Where ever the concentrated flow is not directed to the natural flow paths,



trapezoidal channels with a bottom width of 5 ft, 3:1 side slopes and an average channel height of 2 ft shall be constructed. The channel is capable of conveying the 100 year flow within the channel. The free board required is 0.41 ft. The design calculations for the highest flow of 30 CFS are attached in Appendix J.

### **C Access to lots**

The drainage ditches within the development shall be undertaken as a requirement of this drainage study and shall be the responsibility of the developer. The lot owners are responsible for the individual lot driveways. If CMP's are used, care should be taken in the sizing and minimum cover requirements. Lot driveways to the south section of the winter sun drive should use a 30" diameter CMP. All other lots driveways could be using an 18" diameter CMP. When minimum cover and continuation of flow is a concern with usage of proposed CMP's alternatives such as concrete ditches with gratings should be used.

## **V. CONCLUSION**

The proposed two reservoirs, along with the road sections and drainage ditches will mitigate any anticipated increase in the drainage due to the development.

The project complies with Yavapai County drainage criteria and safe Engineering practices and should be constructed according to the proposed grading plans.

Therefore, it is the engineer's opinion that the site be constructed as proposed.



## VI. REFERENCES

- i. Yavapai County Flood Control District Drainage Criteria, Revised February 5, 1996
- ii. Guidelines for determining flood hazard on alluvial fans, Feb 2000. Federal Emergency Management Agency.
- iii. Yavapai County Flood Control District, County Flood Control District Drainage Criteria, August 2005.
- iv. Yavapai County Development Services. Revised August 2005. Yavapai County Drainage Criteria Manual
- v. Arizona Department of Transportation. March 1993. Highway Drainage Design Manual Hydrology (report # FHWA-AZ93-281).
- vi. USDA. April 1967. Soil survey, Beaver creek area, AZ.

## APPENDICES

- Appendix A Floodplain area map (04025C1810F)
- Appendix B
  - Appendix B-1 Major drainage configuration in the study area
  - Appendix B-2 Geotechnical explorations by Engineering and Testing Consultants, Inc (ETC)
  - Appendix B-3 The Soil Survey, Beaver Creek Area, Arizona study
- Appendix C Guidelines for determining flood control hazards on Alluvial fans (FEMA, 2000)
- Appendix D Pre development sub basin configuration
- Appendix E Post development sub basin configurations
- Appendix F Floodplain analysis/Scour calculations along the natural flow near the outlet of the project
  - Appendix F-1 Flood fridge study
  - Appendix F-2 Scour calculations
- Appendix G Downstream drainage conditions and details
- Appendix H Reservoir/Riprap details
  - Appendix H-1 Reservoir -1
    - Hydrographs (HEC-HMS)
  - Appendix H-2 Reservoir -2
    - Hydrographs (HEC-HMS)
  - Appendix H-3 Pipe (CMP) sizing
    - (Using HDS 5 & Hydroflow)
  - Appendix H-4 Riprap Design Calculations
- Appendix I Soil stability recommendations by ETC
- Appendix J Hydraulic calculations for road side ditches/crossings



M

**Arizona Department of Water Resources**  
OFFICE OF ASSURED AND ADEQUATE WATER SUPPLY  
500 NORTH THIRD STREET  
PHOENIX, ARIZONA 85004-3921  
(602) 417-2460

**APPLICATION FOR AN ANALYSIS OF WATER ADEQUACY**  
(Refer to application guidelines for assistance in completing this form)

**PART A - GENERAL INFORMATION**

1. Name of development: Mingus Panorama Estates
2. Location: 16N 4E 35 Yavapai  
Township Range Section(s) County  
928
3. Owner Name: Mingus Panorama Estate, LLC Phone: 204-1288 Address: 350 Shadow Rock Drive, Sedona, AZ 86336
4. Water Provider: Mingus Panorama Estates Domestic Water System Phone: N/A Address: (in process of being created)  
928
5. Consultant Name: Southwest Ground-water Consultants, Inc. Phone: 771-0610  
Address: 227 N Cortez St., Prescott AZ 86301
6. Primary Contact: 928  
Name: Chris Catalano, R.G. – Southwest Ground-water Consultants Phone: 899-6491  
Address: 227 N Cortez St, Prescott AZ 86301

**PART B - WATER DEMAND INFORMATION**

1. Include a map of the proposed development, and reference as an attachment: Attachment A
2. Number of lots: 69 Size of lots: 0.8 – 2.2 Total Acreage: 79.72
3. Total demand projected for development: 10.97 acre-feet (AF) per year  
Projected water demand per residential lot: 229.01 gallons per day  
Non-Residential demands: Golf course: NA AF/year Parks: NA AF/year Lakes: NA AF/year  
Other (specify): NA AF/year
4. Expected year of completion (build-out): 2009

**PART C- WATER SUPPLY INFORMATION**

1. Please indicate source(s) of water to be used: X Groundwater \_\_\_ Surface Water \_\_\_ Effluent  
(If the sources includes non-groundwater supplies, please complete "Supplement C.")
2. Provide a hydrologic study, and reference the attachment: B
3. a. Method of water distribution: X central distribution system \_\_\_ dry lot subdivision (individual wells)  
b. If water is to be obtained from a water provider, include a "Notice of Intent to Serve" agreement and reference the attachment: NA
4. If any wells proposed to serve the development are within one mile of a Water Quality Assurance Revolving Fund or Superfund site (or any monitor wells associated with the site), or if the proposed water supply fails to meet safe drinking water quality standards, provide a study identifying and describing this water and reference the attachment: NA
5. If a "Letter of Water Availability" has previously been issued for this provide a copy of the document and reference the attachment: NA

**PART D - FEES**

The application fee for an Analysis of Water Adequacy is \$ 1,000. The payment may be made by cash, check, or in some cases, by entry in an existing Department fee credit account. Checks should be made payable to the Department of Water Resources. **Failure to enclose the required fees will cause the application to be returned.**

Fee for Application for Analysis of Water Adequacy:

\$ 1000.00

**I DO HEREBY** certify that the information contained in this application and all information accompanying it is true and correct to the best of my knowledge and belief.

Clara Y. Mak  
Owner Name (Please type or print)

Clara Y. Mak  
Signature

August 2, 2006  
Date

N

# ARIZONA WATER COMPANY

65 COFFEE POT DRIVE, SUITE 7 • SEDONA, ARIZONA 86336  
PHONE: (928) 282-7092 • FAX: (928) 282-6131 • WWW.AZWATER.COM

August 29, 2006

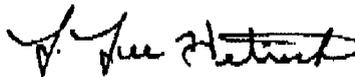
Clara Y. Mak  
Mingus Panorama Estates, L.L.C.  
350 Shadow Rock Drive  
Sedona, AZ 86336

Re: Request for Service from Arizona Water Company - Mingus Panorama Estates

Dear Ms. Mak:

Arizona Water Company (the "Company") certifies that no part of the above-described property is currently located within its Certificate of Convenience and Necessity ("CC&N"). The Company declines your request to extend its CC&N to serve this property.

Very truly yours,



L. Lee Hetrick  
Division Manager  
[Sedona@azwater.com](mailto:Sedona@azwater.com)

tb

PROUDLY SERVING ARIZONA FOR 50 YEARS • 1955 – 2005

