# STATE OF ARIZONA DEPARTMENT OF REAL ESTATE

## SUBDIVISION PUBLIC REPORT

# FOR BRIGHTON PARK

Registration No. DM04-0481689

#### SUBDIVIDER

CAMBRIA HOMES, INC., AN ARIZONA CORPORATION 699 S. MILL AVENUE, SUITE 320 TEMPE, ARIZONA 85281

> Effective Date May 24, 2004

## PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land but is provided for informational purposes ONLY. The report reflects information provided by the subdivider and obtained by the Department in its review process in accordance with the provisions of Title 32, Chapter 20, Article 4, of the Arizona Revised Statutes, as amended. NOTE that not all of the information in this report has been verified by the Department; certain information has been accepted by the Department as true and accurate based on attestation of the subdivider and/or the subdivider's agents. You should verify all facts before signing any documents. The Department has not passed upon the quality or quantity of any improvement or structure and does not assume responsibility in either event.

PHOENIX OFFICE: 2910 N. 44<sup>th</sup> Street First Floor Phoenix, Arizona 85018 (602) 468-1414 ext. 400 TUCSON OFFICE: 400 West Congress Suite 523 Tucson, Arizona 85701 (520) 628-6940 Registration No: DM04-048169

Brighton Park

## THE ARIZONA DEPARTMENT OF REAL ESTATE

## **REQUIRES THAT:**

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

#### **RECOMMENDS:**

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

#### ARIZONA LAW STATES:

- 1. THE SALE OR LEASE OF SUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
- 2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
- 3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.
  - \* A contract or agreement for purchase of a lot, which includes a building or obligates the seller to complete construction of a building within two years from the contract date, does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

#### Registration No: DM04-048169

#### GENERAL

This report includes: Lots 1 to 55 inclusive.

The map of this subdivision: Is recorded in Book 661 of Maps, Page 3, records of Maricopa County, State of Arizona.

The Subdivision is approximately 11.2022 acres in size. It has been divided into 55 Lots and 9 Tracts. Lot boundaries will be staked with pins at each lot corner.

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

## SUBDIVISION LOCATION

Location: 7<sup>TH</sup> Ave. South of Baseline Road at Gary Way, Phoenix, Maricopa County, Arizona.

## SUBDIVISION CHARACTERISTICS

Topography: Subdivider advises that the site is basicly flat with a gentle slope

Flooding and Drainage: Subdivider advises that flood and drainage conditions are set forth as follows:

John Svechovsky, P.E., R.L.S., with Echo Engineering Company states in part the following in his letter dated January 13, 2004:

"This letter is written to certify, to the best of my knowledge, that Lots 2 through 12, 16 through 24 and 31 through 55 (45 total lots) of this captioned subdivision have had their finished floors designed to an elevation, which is safe from the flood having a 1-percent chance of being equal or exceeded in any given year (base flood). The land upon which the subdivision is being built lies within Zones "A" and "X" as shown on the Flood Insurance Rate Map (FIRM) for Maricopa County Arizona, and Incorporated Areas, panel number 04013C2140 F and Zone "X" of panel number 04013C2605 E, both revised July 19, 2001 by the Federal Management Agency (FEMA), with these 45 lots lying within Zone "X" of both panels. FEMA defines Zone: "X" as:

"Areas of 500-year flood; areas of 100- year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood."

According to FEMA, flood insurance is available in participating communities in Zone "X", but is not required by regulation in this flood zone."

The remaining ten lots, lots 1, 13 through 15 and 25 through 30, lie within or partially within Zone "A" of firm panel number 04013C2140 F. FEMA define Zone "A" as a special Flood Hazard Area (SFHA) that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). Additionally, Zone "A" is for SFHA for which a base flood elevation (BFE) had not been determined.

For this project the BFE was determined to elevation 1165.8. A Conditional Letter of Map Revision (CLOMR) has been issued by FEMA for these 10 lots establishing the BFE. The finished floor elevation for these 10 lots are required to be a minimum of one foot above the BFE, or 1166.8. The finished floor elevations have been established to be a minimum of 1167.9 for these ten lots.

Once these ten lots are constructed, a Letter of Map Revision (LOMR) will be sought from FEMA to remove the lots from the SFHA. A LOMR is a letter from FEMA stating that the lots have been elevated by fill and would not be inundated by the base fold. The ten lots will not require flood insurance once the LOMR is secured."

Soils: Subdivider advises that this Subdivision is not subject to subsidence or expansive soils.

## Adjacent Lands and Vicinity:

North, East and South are zoned R1-6 (Single Family Residential) West is zoned R1-10 (Single Family Residential)

# Existing Land Uses Adjacent to and in the Vicinity of This Subdivision:

Subdivider advises that the Western Canal is just to the Northwest of this Subdivision, the Highline Canal is located just to the South of this Subdivision and the Phoenix Police Academy is located approximately 1 mile to the South.

## **AIRPORTS**

Public Airport: Sky Harbor International Airport, located at 24<sup>th</sup> Street and Buckeye Road in Phoenix, is approximately 5 miles Northeast of this Subdivision.

## UTILITIES

Electricity: Salt River Project, (602) 236-8888/www.srpnet.com. Subdivider advises that the facilities will be completed to the lot lines by 12/31/2004. Costs to complete the facilities from the lot line to the dwelling are included in the sale price of the home. Purchasers will be required to pay an account establishment fee of \$28.00, plus a refundable security deposit of up to \$240.00 may be required.

Street Lights: Subdivider advises that the street lights will be completed to the lot lines by 12/31/2004. The City of Phoenix will paid for the electricity through funds collected through property taxes

**Telephone**: Qwest Communications, (602) 244-1111/www.qwest.com. Subdivider advises that the facilities will be completed to the lot lines by 12/31/2004. Costs to complete the facilities from the lot line to the dwelling are included in the sale price of the home. For Qwest, the purchaser will be required to pay a \$35.00 installation fee plus a possible refundable security deposit.

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Natural Gas: Southwest Gas Corporation, (602) 861-1999/www.swgc.com. Subdivider advises that the facilities will be completed to the lot lines by 12/31/2004. Costs to complete the facilities from the lot line to the dwelling are included in the sale price of the home. Purchasers will be required to pay an establishment fee of \$30.00, plus a security deposit of up to \$80.00 may be required.

Water: The City of Phoenix, (602) 262-6251/www.ci.phoenix.az.us. Subdivider advises that the facilities will be completed to the lot lines by 12/31/2004. Costs to complete the facilities from the lot line to the dwelling are included in the sale price of the home. Purchasers will be required to pay an account establishment fee of \$20.00 (which includes all City services, i.e., water, sewage disposal and refuse collection), plus a refundable security deposit may be required.

Sewage Disposal: The City of Phoenix, (602) 262-6251/www.ci.phoenic.az.us. Subdivider advises that the facilities will be completed to the lot lines by 12/31/2004. Costs to complete the facilities from the lot line to the dwelling are included in the sale price of the home. Service fees are included in the above costs for water service. Additionally, purchaser will be charged a monthly fee that will be included in the City's monthly utility bill.

THE ABOVE COSTS ARE SUBJECT TO CHANGE BY SERVICE PROVIDERS. YOU SHOULD CONTACT THE ABOVE PROVIDERS REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

## STREETS, ROADS AND DRAINAGE

Access to the Subdivision: Subdivider advises that asphalt paved public streets are complete and are being maintained by the City of Phoenix. Cost to the purchasers for maintenance to be covered through the Property Taxes.

Access within the Subdivision: Subdivider advises that the paved asphalt public streets will be completed to the lot lines by 12/31/2004 and will be maintained by the City of Phoenix. Cost to the purchasers for maintenance to be covered through the Property Taxes.

Flood and Drainage: Subdivider advises that the Drainage/Retention Tracts will be completed to the lot lines by 12/31/2004 and will be maintained by the Homeowners Association. Cost to the purchasers for maintenance to be covered through the Homeowners Association assessments.

## COMMON, COMMUNITY AND RECREATIONAL FACILITIES

Within the Subdivision: Subdivider advises that the Landscaping Tracts, Common Open Areas Spaces and Basketball Court will be completed by 12/31/2004 and will be maintained by the Homeowners Association. Costs to the purchasers for maintenance to be covered through the Homeowners Association assessments.

Within the Master Planned Community: Subdivider advises that the Subdivision is not located within a master planned community.

#### ASSURANCES FOR COMPLETION

Assurances for Completion of Subdivision Facilities: Subdivider advises that per an Occupancy Clearance Agreement with the City of Phoenix, no escrow will close until all subdivision improvements have been completed and the City of Phoenix has issued its Final Occupancy Clearance Approval.

Assurances for Maintenance of Subdivision Facilities: The City of Phoenix will maintain the Streets, Water and Sewer facilities, the other Utility Providers will maintain their respective facilities and the Homeowners Association will maintain of the Common Areas and Facilities.

## LOCAL SERVICES AND FACILITIES

#### Schools:

Valley View Elementary (K-8) – Approximately 1/8<sup>th</sup> of a mile from this Subdivision. South Mountain High School (9-12) – Approximately 2 miles from this Subdivision.

School Bus service is available.

SCHOOL FACILITIES AND BUS SERVICE MAY CHANGE. YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.

**Shopping Facilities**: Food Store is located at Central Ave. and Baseline Road in Phoenix and is approximately 1 mile from this Subdivision

**Public Transportation**: Valley Metro (Public Bus Service) has a route that runs along Baseline Road and is located approximately 1/2 of a mile from this Subdivision.

Medical Facilities: Jesse Owens Urgent Care at 325 E. Baseline Road in Phoenix is approximately 1.5 miles from this Subdivision.

Fire Protection: City of Phoenix, with costs to the purchasers included in the property taxes.

Ambulance Service: Ambulance service is available by dialing 911.

Police Services: City of Phoenix Police Department

Garbage Services: City of Phoenix, with charges to purchasers in the amount of approximately \$20.00 per month

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

## SUBDIVISION USE AND RESTRICTIONS

Use: This offering is for improved lots with dwelling.

Zoning is single family residential.

Conditions, Reservations and Restrictions: None other then the existing Zoning Regulations, those set forth in the recorded Declaration of Covenants, Conditions and Restrictions (CC&R's) and those as stated in the Articles of Incorporation and By Laws of the Community Association.

PURCHASERS ARE ADVISED THAT THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION PROVIDES FOR AN ARCHITECTURAL COMMITTEE.

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

## TITLE

Title to this subdivision is vested in Brighton Park Investments, L.L.C., an Arizona limited liability company.

Subdivider's interest in this Subdivision is evidenced by an Option to Purchase

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY; THESE MATTERS MAY HAVE ON THE USE OF THE LAND. Title exceptions affecting the condition of title are listed in the Preliminary Title Report date April 5, 2004 issued by TRANSNATION TITLE INSURANCE COMPANY. You should obtain a title report and determine the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED.

## METHOD OF SALE OR LEASE

Sales: Will be via a Purchase Contract, with Title to be conveyed to you by a Deed at the close of escrow. Any deferred balance will evidenced by a Promissory Note and a recorded Deed of Trust in favor of the buyers lender.. You should read these documents before signing them.

Cash sales are permitted.

Releases of Liens and Encumbrances: Subdivider advises that there are no Deeds of Trust encumbering the subdivision property.

Use and Occupancy: Purchaser may occupy his/her lot at the close of escrow.

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

#### TAXES AND ASSESSMENTS

Real Property Taxes: The combined primary and secondary property tax rate for this subdivision for the year 2003 is \$15.6737 per \$100.00 assessed valuation. The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$160,000.00, is \$2,132.00.

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

## PROPERTY OWNERS ASSOCIATIONS

Name and Assessments: Brighton Park Community Association, Inc., an Arizona corporation, with common expense assessments to purchasers in the amount of \$35.00 per month.

Control of Association: Control of the Association will be transferred to the lot owners upon the happening of any of the following events, which occurs earlier:

- (1) Four (4) months after the date when the total votes outstanding in the Class A membership (Lot Owners) first equals or exceeds the total votes outstanding in the Class B membership (Declarant); or
- (2) Six (6) years after the date of the close of escrow on the first Lot sold by the Declarant; or
- (3) When the Declarant notifies the association in writing that it relinquishes its Class B membership.

Title to Common Areas: Title to the common areas is to be transferred to the Association on or before the transfer of control to the lot owners of the Homeowners Association

Membership: All lot purchasers will be members of the Association.

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

YOU ARE ADVISED TO READ THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS; ARTICLES OF INCORPORATION; AND BYLAWS FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF LOT

OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND THE USE OF THEIR LOTS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD LOTS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.

#### EXHIBIT "A"

At the date hereof exceptions to title are:

- A. The exceptions and/or exclusions contained in any form policy that might be requested.
- 1. RESERVATIONS contained in the Patent from the United States of America, reading as follows: SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; but excepting rights of way over, across and through said lands for canals and ditches, constructed, or to be constructed by its authority, all in the manner prescribed and directed by the Act of Congress approved August 30, 1890, (26 Stat, 391). To secure payment to the United States of America or its successors in the ownership or control of the works constituting and appertaining to the said reclamation project, all sums due, or to become due the United States of America or its successors in the control of said reclamation project in connection with said land and water rights, a lien prior and superior to all other liens, claims or demands whatsoever upon the lands herein and hereby described and conveyed, upon all water rights thereto appurtenant, and upon the right to receive and use water from the reservoirs and canals of said reclamation project, is expressly reserved.
- WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
   This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
- 3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2004

4. TAXES AND ASSESSMENTS collectible by the County Treasurer for the following year:

second half of 2003

- 5. EASEMENTS as shown on the recorded plat of said subdivision.
- 6. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No.

04-0210494 and re-recorded in Document No. 04-0380045

and as shown on the recorded plat of said subdivision.

7. Liabilities and Obligations imposed upon said land by reason of its inclusion within the following named Association:

Brighton Park Community Association, Inc., an Arizona non-profit corporation

8. EASEMENT and rights incident thereto, as set forth in instrument:

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Recorded in Docket Page

Re-recorded in Docket

11840 380 and

Page

12052 943

Purpose

anchors

(Affects Tract A)

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket

13044 1059

Page Purpose

line of poles

(Affects Tract F)

10. ANY ACTION that may be taken by Flood Control District named below to acquire property or rights of way for flood control as disclosed by instrument:

Recorded in Document No.

98-672177

District

Maricopa County

(Affects all Lots and Tracts)

DEED OF TRUST given to secure the original amount shown below, and any other amount 11. payable under the terms thereof:

Amount

\$250,000.00

Dated

July 31, 2003

Recorded Document No. July 31, 2003 03-1029222

Trustor

7 Baseline LLC, an Arizona limited liability company

Trustee

Transnation Title Insurance Company

Beneficiary

Ramon P. Trujillo and Angie O. Trujillo, husband and wife and Manuel

P. Trujillo and Susan L. Trujillo, husband and wife

(Affects all lots and tracts)

THE RIGHTS OF Optionee under the terms of unrecorded Option to Purchase: 12.

Dated

July 31, 2003

Optionor

Brighton Park Investments, LLC, an Arizona limited liability company

Optionee

7 Baseline, LLC, an Arizona limited liability company

Term

none given

Disclosed by

Memorandum of Option

Dated

July 31, 2003

Recorded

July 31, 2003

Document No.

03-1029226

(Affects all lots and tracts)

- Matters contained in City of Phoenix, Arizona Revocable Permit No. RP-03039-05-1 for private 13. irrigation pipeline recorded February 05, 2004 in Document No. 04-0119239A. (Affects Tract B)
- 14. THE RIGHTS OF Optionee under the terms of unrecorded Option to Purchase:

Dated

Optionor

7 Baseline, LLC, an Arizona limited liability company

Optionee

Cambria Homes, Inc., an Arizona corporation

Term

January 31, 2007

Disclosed by

Memorandum of Option Agreement

Dated Recorded February 01, 2004

Document No.

March 16, 2004 04-0267717

(Affects all lots and tracts)

Permanent access to this Development as required by A.R.S. 32-2101 (Paragraph 19) and A.R.S 32-2185.02 is by way of 7<sup>th</sup> Avenue to Baseline Road.

#### PUBLIC REPORT RECEIPT

The owner, agent or developer of this development shall furnish you, as a prospective customer, with a copy of the Public Report. It is recommended that you read the report before you make any written offer to purchase or lease an interest in the development, and before you pay any money or other consideration toward the purchase or lease of an interest in the development.

FOR YOUR PROTECTION, PLEASE DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE REPORT AND HAVE HAD THE OPPORTUNITY TO READ IT. BY SIGNING THIS RECEIPT THE BUYER HAS ACCEPTED THE PUBLIC REPORT AND ACKNOWLEDGES THE INFORMATION IT CONTAINS.

(Public Report Registration No.)	(Development Name and Lot No.)
understand that the report is not a recommendarizona Department of Real Estate, but is for in	lation or endorsement of the development by the formation only.
(Buyer's Name)	(Current Address)



# STATE OF ARIZONA DEPARTMENT OF REAL ESTATE

JANET NAPOLITANO GOVERNOR

ELAINE RICHARDSON COMMISSIONER

2910 NORTH 44<sup>TH</sup> STREET, SUITE 100 PHOENIX, ARIZONA 85018 TELEPHONE (602) 468-1414 FACSIMILE (602) 955-9361

400 WEST CONGRESS, SUITE 523 TUCSON, ARIZONA 85701 TELEPHONE (520) 628-6940 FACSIMILE (520) 628-6941

May 24, 2004

CAMBRIA HOMES, INC 699 S MILL AVE SUITE 320 **TEMPE AZ 85281** 

Registration No.: DM04-048169

Development:

**BRIGHTON PARK** 

#### Gentlemen:

This is to acknowledge issuance of the public report for the above referenced development. This property may now be offered for sale.

A copy of the public report must be given to the prospective purchaser, allowing ample time for review, prior to signing the purchase contract and receipt for public report. The developer shall obtain the purchaser's signature on the receipt form approved by this Department. Signed receipts shall be maintained at the office of the developer for a period of not less than five (5) years. Receipts shall be subject to inspection at any reasonable time by the Department. The receipt form enclosed with this letter is approved by this Department and must be used when the prospective purchaser receives a copy of the public report.

Sincerely,

Elaine Richardson

Claire Richardson

Commissioner

enclosure