

**SUBDIVISION PUBLIC REPORT**  
FOR  
**WEST GREEN TOWNHOMES, a Condominium**  
**aka WEST GREEN TOWNHOMES**  
Registration No. DM08-054277

**SUBDIVIDER**

A M DEVELOPMENT PROPERTIES, L.L.C.,  
An Arizona limited liability company  
P.O. Box 9801  
Phoenix, Arizona 85068

Effective Date: FEBRUARY 1, 2008  
First Amendment Date: MAY 1, 2008

**DISCLAIMER**

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and public report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department; all information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

**THIS DEVELOPMENT IS LOCATED WITHIN TERRITORY IN THE VICINITY OF A MILITARY AIRPORT. THE DEPARTMENT MAINTAINS A REGISTRY OF INFORMATION PROVIDED BY THE MILITARY AIRPORT. THE REGISTRY INCLUDES MAPS OF MILITARY FLIGHT OPERATIONS AND A MAP SHOWING THE EXTERIOR BOUNDARIES OF EACH TERRITORY AND HIGH NOISE OR ACCIDENT POTENTIAL ZONE. THIS INFORMATION IS AVAILABLE TO THE PUBLIC ON REQUEST.**

**ARIZONA DEPARTMENT OF REAL ESTATE**

**PHOENIX OFFICE:**  
2910 N. 44<sup>th</sup> Street  
Suite 130  
Phoenix, Arizona 85018  
(602) 771-7750

**TUCSON OFFICE:**  
400 West Congress  
Suite 523  
Tucson, Arizona 85701  
(520) 628-6940

**THE ARIZONA DEPARTMENT OF REAL ESTATE**

**REQUIRES THAT:**

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

**RECOMMENDS:**

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

**ARIZONA LAW STATES:**

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 CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.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

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

**GENERAL**

**This report includes:** Units 133 through 182, inclusive.

**The map of this subdivision** As created by that certain Declaration recorded October 9, 2007 as instrument number 2007-1100956 and thereafter First Amendment recorded October 29, 2007 as instrument number 2007-1166390 of Official Records and shown on the plat of said condominium recorded as Book 929, Page 9 and Affidavit of Correction thereafter recorded on 8-15-07 in instrument number 2007-0918118 records of Maricopa County, State of Arizona.

The subdivision is approximately 4.85 acres in size. It has been divided into 50 Units and Tract A. Lot boundaries will be staked with ½ inch rebar at lot corners and radii.

**PROSPECTIVE PURCHASERS ARE ADVISED THAT THE RECORDED PLAT FOR THIS SUBDIVISION CONTAINS THE FOLLOWING:**

**DEDICATION (IN PART):**

**THE PLAT OF SAID “WEST GREEN TOWNHOMES”, A REPLAT OF PORTIONS OF LOTS 145 AND 146 ALTA LOMA, ACCORDING TO BOOK 5 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 27, T.3N., R. 1E., G & S.R.B. & M, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH UNIT, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH UNIT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREET (SUNNYSLOPE LANE) AS SHOWN ON SAID PLAT AND IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.**

**TRACT A IS PART OF THE COMMON ELEMENTS TO BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION FORMED FOR THIS CONDOMINIUM SUBJECT TO FURTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM.**

**A M DEVELOPMENT PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY GRANT AND CONVEY TO THE PUBLIC, NON-EXCLUSIVE PERMANENT AND PERPETUAL CROSS ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (BUT NOT PARKING) AND CROSS DRAINAGE EASEMENT UPON OR ACROSS WHICH EASEMENT ARE BEING DEDICATED BY THIS PLAT. THE CROSS ACCESS EASEMENTS SHALL RUN WITH THE LAND SHALL**

**BE BINDING UPON A M DEVELOPMENT PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY SUCCESSORS AND ASSIGNS.**

**STREETS AND PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY OF 91<sup>ST</sup> AVENUE SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.**

**ALL AREAS WITHIN THE CONDOMINIUM (INCLUDING SUNNYSLOPE LANE) AND OUTSIDE OF THE UNIT BOUNDARIES ARE PART OF COMMON AREA TRACT A.**

**ALL NOTATIONS AND DEDICATION STATED ON OR WITHIN THE RECORDED PLAT OF "ALTA LOMA" (M.C.R. BOOK 5, PAGE 19) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.**

**NOTES:**

**NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO , REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.**

**ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC., SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.**

**MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY FOR THE HOMEOWNER'S ASSOCIATION.**

**ALL LOT CORNER SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBILITY OF THEIR PLACEMENT.**

**SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OR 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER**

**FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.**

**THIS CONDOMINIUM IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR WATER SUPPLY.**

**THIS CONDOMINIUM IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.**

**THIS CONDOMINIUM IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.**

**THIS CONDOMINIUM IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. OLIVE AND 91<sup>ST</sup> AVE. STREETS ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.**

**THIS CONDOMINIUM IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION)**

**NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.**

**AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.**

**ALL WALLS ARE COMMON ELEMENTS.**

**ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL. SEE BUILDING LAYOUT FOR BUILDING TIES.**

**BOUNDARIES OF UNITS. THE BOUNDARIES OF EACH UNIT SHALL INCLUDE THE SPACE ENCLOSED AND BOUNDED AS FOLLOWS: (1) AS TO THE VERTICAL AIR SPACE FOR UNITS AS CALCULATED FROM THE PLANE ORIGINATING AT THE ENGINEERED BUILDING PAD ELEVATION (TOP OF INTERIOR FINISHED GRADE) EXTRUDED VERTICALLY TO THE UNDER SIDE OF THE ROOF TRUSSES: AND (2) AS TO THE HORIZONTAL AIR SPACE, BY THE LINE THAT FOLLOWS THE OUTSIDE FACE OF THE EXTERIOR WALL OF THE BUILDING AND THE EXTERIOR FACE OF ALL ENTRY DOOR ASSEMBLIES, INCLUDING ALL WINDOW LOCATIONS**

**MEASURED ACROSS THE OPENING IN ALIGNMENT WITH THE EXTERIOR FACE OF THE WALL: (3) WHERE THE EXTERIOR UNIT LINE INTERSECTS WITH THE INTERIOR UNIT DEMISING WALL THE UNIT LINE SHALL CONTINUE ALONG THE CENTERLINE OF THE DEMISING WALL TO THE POINT OF INTERSECTION WITH THE EXTERIOR UNIT LINE, BUT INCLUDING THE ENTIRE WALL BETWEEN THE UNIT AND ANY ABUTTING COMMON ELEMENT RISER OR EQUIPMENT ROOM OR SERVICE ENTRY, ALL AS DETERMINED BY DECLARANT'S ENGINEER, TOGETHER WITH ANY AIR CONDITIONING AND HEATING SYSTEMS WHICH EXCLUSIVELY SERVE SUCH UNIT, WHETHER LOCATED IN THE UNIT OR UPON THE COMMON ELEMENTS; PROVIDED, HOWEVER, THAT NO PORTION OF THE PIPES, WIRES, CONDUITS, DUCTS, FLUES, SHAFTS OR PUBLIC UTILITY, WATER OR SEWER LINES SITUATED WITHIN SUCH UNIT AND FORMING PART OF ANY SYSTEM SERVICING ONE OR MORE OTHER UNITS OR THE COMMON ELEMENTS SHALL BE DEEMED TO BE PART OF A UNIT. REFERENCES TO EXTERIOR WALLS OF BUILDINGS TO ESTABLISH UNIT BOUNDARIES SHALL ALSO MEAN THE EXTENSION OF EXTERIOR WALLS TO SURROUND A PRIVATE COURTYARD AREA AND THE HORIZONTAL BOUNDARIES OF SUCH OPEN AREAS OF THE UNIT SHALL HAVE THE SAME ELEVATION AS THE BUILDING PORTION OF THE UNIT AS PROVIDED IN A.R.S. SECTION 22-1219(C). THE ENTRY WALKWAY TO THE FRONT DOOR OF THE RESIDENCE ON THE UNIT BETWEEN THE BOUNDARIES OF THE UNIT ON THE PLAT SHALL BE LIMITED COMMON ELEMENT OF THE APPLICABLE UNIT.**

**SURVEYOR'S NOTES:**

- 1) I HEREBY CERTIFY THAT THIS DRAWING IS BASED ON A SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- 2) THE SURVEYOR HAS OBTAINED NO INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT OF WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY OR GOVERNMENTAL AGENCY MAY REQUIRE.
- 3) USE OF THIS INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY WESTERN GEOMATICS SERVICES. WESTERN GEOMATICS SERVICES SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.
- 4) ALL DISTANCES SHOWN HEREON ARE U.S. STATE PLANE NAD83 ARIZONA CENTRAL ZONE GRID DISTANCES.

- 5) FOR THE BENEFIT OF OWNERS: A M DEVELOPMENT PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

**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:** 8940 West Olive Avenue, Peoria, Arizona, Maricopa County. This subdivision is located approximately ¼ mile north of the northeast corner of Olive Avenue and 91<sup>st</sup> Avenue.

**SUBDIVISION CHARACTERISTICS**

**Topography:** Land is relatively level.

**Flooding and Drainage:** This subdivision is not subject to any known flooding or drainage problems or downstream from any existing flood structure or dam.

In his letter dated November 28, 2007, Ziad Kaakouch, Principal with DZ Engineering, Inc., states that:

“The purpose of this letter is to state that the West Green Town Homes, as recorded in Book 5, Page 19, Maricopa County Recorder’s office, located at 8940 W. Olive Avenue, Peoria, AZ in the Southwest Quarter of Section 27, Township 3 North, Range 1 East, lies within a flood Zone X as designated by the Federal Emergency Management Administration (FEMA) on Flood Insurance Rate Map No. 04013C1610J with an identification date of 7/19/01, for Community No. 040050 in Maricopa County, Arizona.

Zone “X” is defined as areas of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile and areas protected by levees from the 100-year flood. Therefore, per FEMA standards, flood insurance is not required.”

**Soils:** All soils are subject to subsidence and expansion.

**Executive Summary (ADRE R4-28-A1203 Requirements):**

It is understood that the proposed development will consist of several multi-unit single-story townhome structures of wood frame construction imposing relatively light foundation loads. For purposes of foundation design, maximum column and wall loads have assumed to be as summarized below:

	Maximum Column Load (KIPS)	Maximum Wall Load (KLF)
<b>Shallow Surface Level Spread Foundations</b>	123	7.5

Grading will consist of minor cuts and fills to obtain finish grade elevations or as necessary for support of foundations. The recommendations for site grading contained in the report have not precluded the site to be free of contaminants.

The site encompasses approximately 4.83 acres of vacant land. The geotechnical investigation was limited in nature, with the Limited Geotechnical Recommendations based on the in-place native soil density and engineering characteristics of the soils encountered at the site.

The ground surface in the area of the proposed development is generally flat and level. The site appears to have been previously graded or bladed for weed control.

Based on the results of the investigation, it appears that the potential for soil expansion is low to moderate for the surface soils. Native soils may be placed above foundation level for support of conventional slabs at the site.

The potential for soil collapse is moderate to high for the native surface soils. Site preparation may include some removal and replacement of these upper soils with controlled compacted fill in foundation areas only depending upon the foundation alternate and bearing pressure utilized.

Total and differential settlements from assumed loads will be within generally accepted tolerances provided that the building sites are prepared and grading operations are performed as specified in the Geotechnical Investigation Report, no major changes in the moisture content of foundation bearing soils occurs after construction, and that positive drainage away from the residential structures is maintained.

During and after construction of the residential structures, structural foundation/floor slab bearing soils should not be exposed to moisture infiltration or moisture content fluctuations. Proper drainage of surface water and roof runoff water away from the structures should be provided during construction as well as throughout the life of the structures. Long-term ponding should not be allowed near structures. Proper placement of yard vegetation and irrigation systems should be used so that structural foundation/floor slab bearing soils are not exposed to moisture infiltration or moisture content fluctuations.

The site is not located within any known areas of significant groundwater subsidence due to groundwater withdrawal.

Surface level spread foundations should be embedded a minimum depth of 1.5 feet below lowest adjacent grade.

The Limited Geotechnical Recommendations are given for the subsurface soil conditions that were encountered at the site during our investigation. Based on the findings presented in the Limited Geotechnical Recommendations for the development, the site is considered suitable for the proposed residential structures imposing relatively light foundation loads provided that foundation/floor slab systems are properly designed, specified compaction for fill material is used, and foundation bearing soils are not exposed to moisture infiltration or moisture content fluctuation.

Neither Foree & Vann, Inc. nor their agents or employees shall be jointly, severally or individually liable to the client or owner in excess of the compensation to be paid for our work, by any reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional wrong.

Our professional services have been performed using that degree and skill ordinarily exercised, under similar circumstances, by reputable Geotechnical engineers practicing in this or similar localities. No other warranty, expressed or implied, is made.

The Limited Geotechnical Recommendations are not intended as a bidding document, and any contractor reviewing these recommendations must draw his own conclusions regarding specific construction techniques to be used.

The soil materials and conditions encountered on the subject site and utilized in our laboratory analysis are believed to be representative of the total area; however, soil materials and conditions do vary in character between points of investigation. The recommendations contained in the Limited Geotechnical Recommendations are based on the assumption that the soil materials and conditions do not deviate appreciably from those disclosed by the investigation. Should unusual soil materials or conditions be encountered during construction, the soil engineer must be notified so that he may make supplemental recommendations if they should be required.

The Limited Geotechnical Recommendations are issued with the understanding that it is the responsibility of the owner to see that the recommendations are carried out or brought to the attention of those concerned. In the event that any changes of the proposed project are planned, the conclusions and recommendations contained in this report shall be reviewed and the report shall be modified or supplemented as necessary.

**Adjacent Lands and Vicinity:**

**NORTH: R1-8** – Single Family Residential

**EAST: R1-12** – Single Family Residential

**SOUTH: RM-1** – Multi-Family Residential District; **R1-8** – Single Family Residential

**WEST: PAD** – Planned Area Development

**NOTE:** The information regarding zoning is *current as of the date of this Public Report*. For the most up to date information, purchasers are encouraged to contact the Planning and Zoning Department for Peoria at (623) 773-7200 or visit their website at <http://www.peoriaaz.com/>.

#### **Golf Courses and Parks**

- Monroe Park, approximately ½ mile north
- Westgreen Park, approximately ¾ miles southeast
- Roundtree Ranch Park, approximately 1 mile east
- Sun City Country Club, approximately 1 mile west
- J.E. Osuna Memorial Park, approximately 1 mile northeast

#### **Canals, Washes, Lakes and Rivers**

- New River, approximately 1 mile west
- Grand Canal, approximately 3 ¼ miles south
- Agua Fria River, approximately 3 ¼ miles northwest
- Skunk Creek, approximately 3 ½ miles northeast
- Arizona Canal, approximately 4 ½ miles northeast

#### **Freeways and Railroads**

- Loop 101 (Agua Fria Freeway), approximately less than ¼ mile west
- US Highway 60, approximately 1 ¼ miles northeast
- Burlington – Northern Santa Fe Rail Road, approximately 1 ¼ miles northeast

#### **Schools**

- Alta Loma Elementary School, approximately ¼ mile northeast
- Cotton Boll Elementary School, approximately ¾ miles southeast
- Sun Valley Elementary School, approximately 1 mile southwest
- Peoria High School, approximately 1 ½ miles northeast

#### **Transmission systems/lines**

- Salt River Project (SRP) 230 kV overhead transmission lines, approximately 1 mile south
- Salt River Project (SRP) Agua Fria Generating Station, approximately 2 ¾ miles southeast
- Arizona Public Services (APS) 69 kV overhead transmission lines, approximately ½ mile east of the subdivision.

#### **Places of Worship**

- South Peoria Baptist Church, approximately less than ¼ miles south
- Celebration Lutheran Church, approximately ½ mile east
- Worship and Word Northwest Church, approximately ½ mile northeast
- Pentecostal Deliverance-Church, approximately ½ mile northeast
- Jehovah's Witnesses, approximately ½ mile northeast

**Miscellaneous**

- **Public Library, approximately ¾ mile northeast**
- **Municipal Building, approximately ¾ mile northeast**
- **Police Station, approximately ¾ mile northeast**
- **Post Office, approximately 1 mile northeast**
- **Fire Station, approximately 1 mile southwest**
- **Fire Station, approximately 1 ¼ miles northeast**
- **Peoria Crossing, approximately 1 mile south**
- **Glendale Community College, approximately 3 ¼ miles east**
- **Westgate City Center, approximately 2 ¼ miles southwest**
- **Jobing.com Arena, approximately 2 ¼ miles southwest**
- **University of Phoenix Stadium, approximately 3 miles southwest**
- **Glendale Municipal Airport, approximately 3 ¼ miles southwest**
- **Thunderbird, The Garvin School of International Management, approximately 5 miles northeast**
- **ASU West Campus, approximately 5 ¼ miles northeast**
- **Kinder Morgan Pipeline, approximately 5 ½ miles southwest**
- **Luke Air Force Base, approximately 5 ½ miles southwest**

**SUBDIVISION IS LOCATED WITHIN TERRITORY IN THE VICINITY OF LUKE AIR FORCE BASE. MILITARY FLIGHTS MAY PRODUCE AIRCRAFT NOISE AS A RESULT OF MILITARY FLIGHT OPERATIONS.**

Burlington Northern Santa Fe (“BNSF”) Railroad is located approximately 1 ¼ miles northeast of the Subdivision. “BNSF” operates one of the largest railroad network in North America and, as such, may operate twenty-four (24) hours a day, seven (7) days per week. “BNSF” has advised there are no pre-determined hours of operation. **Due to the proximity of the railroad, there may be noise, vibrations, traffic, and other effects associated with its operation that may be disturbing to some individuals. Purchaser is advised to independently investigate this matter.** For further information, please contact “BNSF” directly at 800-795-2673 or visit their website at [www.bnsf.com](http://www.bnsf.com).

**Kinder Morgan gas pipelines which are used for delivering refined petroleum products from Tucson to Phoenix.** The pipeline is owned, operated and maintained by SFPP, L.P., and its principal Kinder Morgan Energy Partners, L.P. (“Kinder Morgan”) and the installation, operation and maintenance of the pipelines are under the sole control of Kinder Morgan. For detailed information, prospective purchasers should contact Kinder Morgan at (713) 369-9000 or visit the website at [www.kindermorgan.com](http://www.kindermorgan.com).

**Studies have shown that transmission lines may create health risks and may have financial or other adverse impacts on the homes or residents in the area of the transmission lines. Purchaser is advised to independently investigate this matter. Please note that the size, nature, voltage and location of such power lines are not within the Subdivider's control and are subject to change. For further information please**

contact APS at (602) 371-7171 or website: [www.aps.com](http://www.aps.com); SRP at 602-236-8833 or website: [www.srpnet.com/electric/transmission/69kv.aspx](http://www.srpnet.com/electric/transmission/69kv.aspx); WAPA 602-605-2525 or website: [www.wapa.gov/contact.htm](http://www.wapa.gov/contact.htm)

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

**This property, due to its proximity Glendale Municipal Airport, is likely to experience aircraft overflights, which could generate noise levels that may be of concern to some individuals. Vibrations, fumes, dust, fuel and lubricant particles or other effects of air traffic may also be associated with the airport. Please be advised that aircraft types, flight patterns, and volume could change. For information regarding current and future plans for the airport, air traffic volume and flight patterns, please contact the Glendale Municipal Airport, at (623) 930-2188.**

**Due to the proximity of Highways and Freeways, this Subdivision may experience noise, vibrations, fumes, dust, fuel particles, traffic, and other effects that may be of concern to some individuals. Purchaser is advised to independently investigate this matter.**

***\*PLEASE NOTE: all distances referenced are approximate driving distances only. Purchasers are encouraged to drive from the subdivision to the point of interest for accuracy.***

**Purchasers are advised that homes adjacent to or in the vicinity of commercial property, multi-family sites, worship sites, school sites, freeways, golf courses, canals, rivers, washes and other non-residential uses and commercial etc., lot owners may possibly experience traffic, noise, dust, odors, and other effects associated with these areas. These areas may also pose as safety hazards to unsupervised children and adults. You are advised to determine for yourself what affect, if any, the uses adjacent to or in the vicinity of the subdivision will have on the use and enjoyment of your lot.**

Subdivider has researched the surrounding area land uses and has made every attempt to disclose information, allowing Purchaser to make the most informed purchase decision. Prospective purchasers are encouraged to drive the areas surrounding this subdivision (at different times of the day) to determine whether there exists any activities or conditions that may be of concern. ***It is the responsibility of the purchaser to determine whether or not the activities or conditions disclosed in this report would adversely affect them.***

### **AIRPORTS**

**Military Airport:** Luke Air Force Base is located at 13960 West Eagle Street located on the southwest corner of Northern Avenue and Litchfield Road approximately 5 ½ miles southwest of the subdivision.

THIS DEVELOPMENT IS LOCATED WITHIN TERRITORY IN THE VICINITY OF A MILITARY AIRPORT. THE DEPARTMENT MAINTAINS A REGISTRY OF INFORMATION PROVIDED BY THE MILITARY AIRPORT. THE REGISTRY INCLUDES MAPS OF MILITARY FLIGHT OPERATIONS AND A MAP SHOWING THE EXTERIOR BOUNDARIES OF EACH TERRITORY AND HIGH NOISE OR ACCIDENT POTENTIAL ZONE. THIS INFORMATION IS AVAILABLE TO THE PUBLIC ON REQUEST. PLEASE REFER TO ATTACHED EXHIBIT "B" FOR COPY OF MAP.

**Airport:** Glendale Municipal Airport (Glendale Aviation), 6841 North Glen Harbor Boulevard, Glendale, Arizona 85307, (623) 872-1368, approximately 3 ¼ miles southwest of the subdivision.

### UTILITIES

**Electricity:** Arizona Public Service (APS) – (602) 371-7171, website: [www.aps.com](http://www.aps.com). Subdivider has completed the electric facilities. To receive service, purchasers will pay a \$230.00 deposit (if required) and a \$25.00 (plus tax) activation fee.

**Telephone:** Qwest Communications - (800) 244-1111, website: [www.qwest.com](http://www.qwest.com); Cox Communications – (623) 594-0505, website: [www.cox.com](http://www.cox.com). Subdivider has completed the telephone facilities. To receive service with Qwest Communications, purchaser may be required to pay a \$110.00 deposit and a standard hook-up fee of \$27.50. The monthly basic service is approximately \$16.18 (plus tax). To receive service with Cox Communications, purchasers may be required to pay a \$150.00 deposit and a minimum hook-up fee of \$24.95. The monthly basic fee for digital telephone is approximately \$18.05.

**IT IS POSSIBLE THAT YOU MAY NOT HAVE TELEPHONE SERVICE AT THE TIME OF CLOSING. YOU ARE ADVISED TO CONTACT YOUR SERVICE PROVIDER TO DETERMINE THE STATUS OF TELEPHONE SERVICE. YOU MAY ALSO WANT TO CONSIDER TEMPORARY ALTERNATIVES, IE. A CELLULAR TELEPHONE.**

**Cable:** Qwest Communications - (800) 244-1111, website: [www.qwest.com](http://www.qwest.com); Cox Communications – (623) 594-0505, website: [www.cox.com](http://www.cox.com). Subdivider has completed the cable facilities. To receive service with Qwest Communications, purchaser may be required to pay a \$39.99 minimum plus \$5.00 per television. *Must have Qwest telephone and/or internet to receive Direct T.V. services.* To receive service with Cox Communications purchaser may be required to pay a standard hook-up fee of \$19.95, \$42.95 basic analog cable; \$53.95 basic digital cable.

**NOTE: THE FEES LISTED ABOVE ARE CURRENT AS OF THE EFFECTIVE DATE OF THIS REPORT. PURCHASERS ARE ENCOURAGED TO CONTACT BOTH CABLE PROVIDERS FOR VERIFICATION OF SERVICE AND TO RECEIVE THE MOST UP TO DATE PRICING AS WELL AS THE MOST CURRENT SPECIAL OFFERS.**

**Natural Gas:** Not available to this subdivision.

**Water:** City of Peoria – (623) 773-7160, website: [www.peoriaaz.com](http://www.peoriaaz.com). Subdivider to complete the facilities by December 31, 2009. Cost to purchasers for completion of these facilities is included in their purchase price. To receive service, purchasers may be required to pay a service fee of \$28.00. Approximate monthly base rate is \$13.35.

**Sewage Disposal:** City of Peoria – (623) 773-7160, website: [www.peoriaaz.com](http://www.peoriaaz.com). Subdivider to complete the facilities by December 31, 2009. Cost to purchasers for completion of these facilities is included in their purchase price. Service initiation fees are included with the water fees. An approximate monthly base rate of \$20.69 will be included in the monthly water 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.**

**ONCE SERVICE HAS BEEN ESTABLISHED, DIRECT USER CHARGES WILL APPLY.**

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

**Access to the Subdivision:** Subdivider has completed the exterior public asphalt streets to the standards of the City of Peoria. The City of Peoria has accepted responsibility for continued maintenance. Cost to purchasers for maintenance is included in their property taxes.

**Access within the Subdivision:** Subdivider has completed the interior private asphalt streets. The homeowners association has accepted responsibility for continued maintenance. Cost to purchasers for maintenance is included in their homeowners' association assessments.

**Arizona State Trust Land:** The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not a public land. Trust land may be subject to

future development and may not be preserved or saved for openspace without compensation.

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

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

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

**Flood and Drainage:** Subdivider has completed the typical street drainage facilities and retention basins. The homeowners association has accepted responsibility for continued maintenance. Cost to purchasers for maintenance is included in their homeowners' association assessments.

#### **COMMON, COMMUNITY AND RECREATIONAL FACILITIES**

**Within the Subdivision:** Subdivider to complete the landscaping by December 31, 2009. Upon completion and approval, The West Green Townhome Condominium Association will accept responsibility for continued maintenance. Cost to purchasers for maintenance is included in their homeowners' association assessments.

**Within the Master Planned Community:** This project is located within the Westgreen Townhouse Association, Inc Master Planned Community. Master Developer has completed the gated entry, pool and clubhouse. The master association is responsible for maintenance of these facilities. **PLEASE NOTE: Purchasers will be paying \$150.00 per month to the West Green Townhome Condominium Association. A portion of those fees will be paid by the property management company to the Westgreen Townhouse Association, Inc.**

#### **ASSURANCES FOR COMPLETION**

**Assurances for Completion of Subdivision Facilities:** All master improvements are complete. **NO ESCROWS WILL CLOSE UNTIL ALL SUBDIVISION IMPROVEMENTS HAVE BEEN COMPLETED AND THE CITY OF PEORIA HAS ISSUED ITS OCCUPANCY CLEARANCE.**

#### **Assurances for Maintenance of Subdivision Facilities:**

The utility companies are responsible for continued maintenance of their respective facilities, the City of Peoria is responsible for continued maintenance of the water, public

streets, sewage disposal facilities and the Homeowners/Condominium Owners Association is responsible for the continued maintenance of the common area facilities.

### **LOCAL SERVICES AND FACILITIES**

#### **Schools:**

**Alta Loma Elementary School, grades K-8** is located at 9750 North 87<sup>th</sup> Avenue, Peoria, Arizona, approximately less than ¼ mile northeast of the subdivision.

*Students have a choice of which high school they would like to attend for grades 9-12:*

**Peoria High School, grades 9-12** is located at 11200 North 83<sup>rd</sup> Avenue, Peoria, Arizona, approximately 1 ½ miles northeast of the subdivision.

**Raymond S. Kellis High School, grades 9-12** is located at 8990 West Orangewood Avenue, Glendale, Arizona, approximately 1 ¾ miles south of the subdivision.

**NOTE: SCHOOL ASSIGNMENTS AND BUS SERVICE ARE SUBJECT TO CHANGE. PROSPECTIVE PURCHASERS SHOULD CONTACT THE PEORIA UNIFIED DISTRICT AT (623) 486-6000 FOR VERIFICATION OF SCHOOLS AND BUS SERVICE. ADDITIONAL INFORMATION REGARDING SCHOOLS AND DISTRICTS CAN BE FOUND AT [WWW.GREATSCHOOLS.NET](http://WWW.GREATSCHOOLS.NET) AND [WWW.SFB.STATE.AZ.US](http://WWW.SFB.STATE.AZ.US).**

**Shopping Facilities:** Fry's Food Store is located at 67<sup>th</sup> Avenue and Olive Avenue, approximately 2 ¾ miles east of subdivision; Albertson's is located at 8150 West Peoria Avenue, Peoria, Arizona, approximately 1 ½ miles northeast of subdivision.

**Public Transportation:** The nearest bus route is located at 67<sup>th</sup> Avenue and Olive Avenue, approximately 2 ¾ miles east of the subdivision.

**NOTE: Bus routes and schedules are subject to change. Purchasers should contact the Valley Metro Transit System at (602) 253-5000 or visit their website at [www.valleymetro.org](http://www.valleymetro.org) for the most up to date information.**

**Medical Facilities:** Boswell Memorial Hospital – (623) 977-7211 is located at 13180 North 103<sup>rd</sup> Drive, Sun City, Arizona, approximately 3 miles northwest of the subdivision.

**Fire Protection:** Provided by the City of Peoria Fire Department with costs to purchasers included in their property taxes.

**Ambulance Service:** Available by dialing 911. Rural/Metro dba AMT, 9221 East Via de Ventura, Scottsdale, Arizona, 1 (800) 352-2309. Southwest Ambulance, 3933 East La Salle, Phoenix, Arizona, (480) 655-9686. PMT Ambulance, 2495 South Industrial Park,

Tempe, Arizona, (480) 804-7400. American Comtrans, 1501 West Fountainhead Parkway, Suite 650, Tempe, Arizona, (480) 736-9350.

**Police Services:** Provided by the City of Peoria Police Department.

**Garbage Services:** Provided by the City of Peoria with costs to purchasers including an approximate monthly fee of \$14.56.

**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 Lot with Dwelling.  
**Zoning:** Multi-Family Residential

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

**Conditions, Reservations and Restrictions:**

**YOU ARE ADVISED THAT THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION PROVIDES FOR AN ARCHITECTURAL CONTROL 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 Office of the City of Peoria 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 A M Development Properties, L.L.C., an Arizona limited liability company.

**Subdivider's interest** in this subdivision is evidenced by a recorded Deed.

**Title is subject**, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights of way, liens, and charges of record. **YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND.** Title exceptions affecting the condition of title are listed in the Preliminary Title Report dated April 3, 2008, issued by Land Title Agency of Arizona, Inc.. **You should obtain a title report and determine the effect of the listed exceptions.**

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

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

**Sales:** Your vested interest/ownership interest in the property will be evidenced by the subdivider delivering a recorded deed to you and by your signing a promissory note and mortgage or deed of trust for the unpaid balance, if any. You should read these documents before signing them.

**Use and Occupancy:** Lot purchasers will be permitted to use and occupy his lot upon close of escrow, recordation of Deed and completion of construction.

**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 2007 is \$10.5043 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 \$165,000 - \$175,000, is \$1,473.23 - \$1,562.51. The estimated property tax for an unimproved lot (vacant), based on the above tax rate and average sales price of \$N/A, is \$N/A.

The County Assessor's office will issue a tax bill in September of each year. The tax bill is calculated by dividing your net assessed property value by 100, then multiplying by the current tax rate. If the property is an owner occupied residence, the property is currently assessed at an 85% to 10% ratio. The assessed value of each property class is determined using percentages set by the State Legislature and is subject to change. The tax rate has two parts, primary and secondary. The primary tax rate pays for basic expenses for schools and government. The secondary tax rate pays for special districts, overrides, and voter-approved bond. The full cash value is a reflection of the market value of your

property. In some cases, it is less than market value to accommodate mathematical models adopted by the Department of Revenue.

The tax bill is prepared and mailed by the County Treasurer, using tax rates set by local jurisdictions and taxing authorities in your district. The first one-half of your property tax bill is payable on October first. The second half of your tax bill is payable on March first. For current and complete tax rate information and other details, please contact the appropriate taxing authority directly.

The equation to figure estimated tax amounts is:

***Sales price x 85% x 10% ÷ 100 x primary and secondary tax rate combined = Estimated Tax Amount.***

***PLEASE NOTE: the tax amount will change once improvements are made to the property.***

### **Special District Tax or Assessments:**

There may be other special assessments, taxes or fees to be paid by purchaser, as disclosed in the recorded Condominium Declaration recorded in document number 2007-1100956 as follows:

**7.2 Special Assessment.** In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose (a “*Special Assessment*”). Any Special Assessment (other than a Special Assessment levied pursuant to Section 8.5 of this Declaration) shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes of the Association and who are voting in person, by proxy (if permitted by applicable law), or by absentee or written ballot at a meeting duly called for such purpose. A Special Assessment may also be approved by written agreement of the Members holding two-thirds (2/3) of the Association votes pursuant to A.R.S. § 10-3704. Any such Special Assessment must also be first approved by Declarant prior to taking effect, while Declarant owns any Units. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners. Special Assessments shall be levied against each Unit in proportion to the Common Expense Liability attributable to each Unit.

**7.4 Enforcement Assessment.** The Association may assess against a Unit Owner as an Enforcement Assessment any of the following expenses: (i) any Collection Costs, including attorneys’ fees, incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Unit Owner (whether or not suit is filed); (ii) any Collection Costs, including attorneys’ fees incurred by the

Association, with respect to any violation of the condominium Documents by the Unit Owner, his Lessee or any other Resident of his Unit and their respective Invitees and/or in enforcing the provisions of the Condominium Documents (whether or not suit is filed); (iii) any monetary penalties, and late charges levied against the Unit Owner in accordance with this Declaration and the Rules; or (iv) any amounts which become due and payable to the Association by the Unit Owner or his Lessee or any other Resident of his Unit and their respective Invitees pursuant to the Condominium Documents, including without limitation, delinquent interest. For purposes of this Section 7.4, the Association shall be deemed to automatically have assessed late charges and delinquent interest accruing against a specific Unit for non-payment of the Assessments as provided for in this Declaration and/or adopted by Association Rule as an Enforcement Assessment without the requirement of a formal Board hearing or resolution of assessment against the applicable Unit or Unit Owner.

**7.10 Working Capital Fund.** Upon the closing of the sale of each Unit by the Declarant, the Purchaser shall pay to the Association an amount equal to one-sixth (1/6) of the Common Expense Assessment for the Unit to establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services by or for the Association. Amounts paid to the Association pursuant to this Section 7.10 shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. During the Period of Declarant Control, such funds shall not be used to defray Association expenses, reserve contributions, or construction costs or to make up budget deficits.

**7.12 Monetary Penalties.** In accordance with the procedures set forth under A.R.S. § 1242 and in the Bylaws regarding notice and opportunity to be heard, the Board of Directors shall have the right to establish a schedule of fines by Association Rule and to levy reasonable monetary penalties against a Unit Owner for violations of the Condominium Documents. Such fines and monetary penalties shall be secured by the Assessment Lien to the fullest extent permitted by law.

**7.13 Transfer Fee.** Each Purchaser of a Unit shall pay to the Association immediately upon becoming a Unit Owner a transfer fee (the "Transfer Fee") in such amount as is established from time to time by the Board of Directors. Any Transfer Fee established pursuant to this Section 7.13 is in addition to and not part of or in lieu of the fee which the Association is entitled to charge for any certificate or statement provided pursuant to Section 7.8 of this Declaration and/or A.R.S. §§ 33-1256(I) and 33-1260(A) of the Condominium Act.

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

### **PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** West Green Townhomes Condominium Association. Property Owners will be required to pay assessments in the amount of \$150.00 per month.

**Name of Master Association:** Westgreen Townhouse Association, Inc.

PLEASE NOTE: Purchasers will be paying \$150.00 per month to the West Green Townhome Condominium Association. A portion of those fees will be paid by the property management company to the Westgreen Townhouse Association, Inc.

**Control of Association:** The time period commencing on the date this Declaration is recorded and ending on the earlier of: (i) Ninety (90) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant (including Units within the Future Annexable Property as further provided in Section 6.1(A) below); (ii) Four (4) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) Seven (7) years after the Recording of this Declaration.

**Title to Common Areas:** Upon completion of the improvements thereon.

**Membership:** All lot purchasers will be members in the homeowners 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, DECLARATION OF CONDOMINIUM, BYLAWS) FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF UNIT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR UNITS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD UNITS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.**

**Exhibit "A"**

1. Taxes or assessment which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; 9b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
7. TAXES FOR THE YEAR 2008, A LIEN, NOT YET DUE AND PAYABLE.
8. TAXES FOR THE YEAR 2007.
9. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASONS OF: (A) INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION; (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND.
10. EASEMENTS, CONDITIONS, RESTRICTIONS, AND SET-BACK LINES AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION.
11. COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES, OBLIGATIONS, RESERVATIONS AND EASEMENTS; RECORDED AT DOCUMENT NO. 83-504991, RERECORDED IN DOCUMENT NO. 84-53577, AMENDED IN DOCUMENT NO. 84-53578 AND THEREAFTER ANNEXATION RECORDED IN DOCUMENT NO. 90-227328, BUT "OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS."
12. ALL MATTERS CONTAINED IN INSTRUMENT(S) SETTING FORTH; COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES, OBLIGATIONS, RESERVATIONS AND EASEMENTS.

RECORDED AT: DOCUMENT NO. 2007-1100956 AND AMENDED IN DOCUMENT NO. 2007-1166390 BUT "OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS."

13. LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN THE FOLLOWING NAMED HOMEOWNERS ASSOCIATION:

NAME OF ASSOCIATION: WESTGREEN TOWNHOUSE ASSOCIATION, INC.

14. LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN THE FOLLOWING NAMED HOMEOWNERS ASSOCIATION:

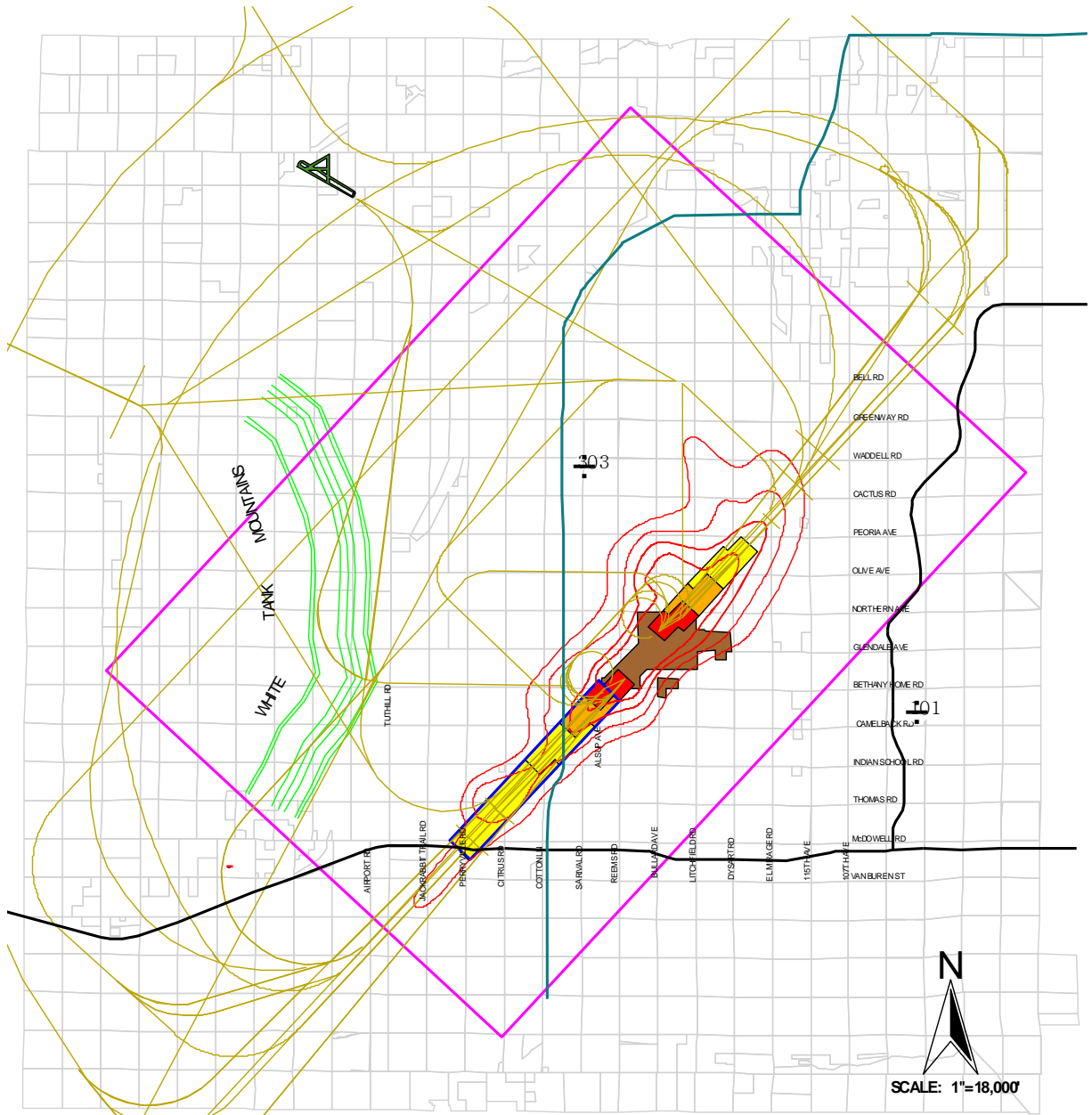
NAME OF ASSOCIATION: WEST GREEN TOWNHOME CONDOMINIUM ASSOCIATION.

NOTE 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 91<sup>ST</sup> AVENUE AS SHOWN ON THE PLAT OF ALTA LOMA RECORDED IN BOOK 5 OF MAPS, PAGE 19.

15. RECIPROCAL ACCESS EASEMENT, MAINTENANCE AND COMMON AREA USE AGREEMENT RECORDED APRIL 7<sup>TH</sup>, 2008 AS DOCUMENT NO. 2008-305218.

NOTE: THERE ARE NO FURTHER MATTERS OF RECORD CONCERNING THIS SUBDIVISION THROUGH THE DATE OF THIS REPORT.

**Exhibit "B"**



**Legend**

- LUKE AFB BOUNDARY
- MAJOR FLIGHT TRACKS
- TERRITORY IN THE VICINITY OF A MILITARY AIRPORT
- HIGH NOISE OR ACCIDENT POTENTIAL ZONE
- NOISE CONTOURS
- CLEAR ZONE
- ACCIDENT POTENTIAL ZONE 1
- ACCIDENT POTENTIAL ZONE 2

\* LINE WIDTHS ARE GRAPHIC REPRESENTATIONS ONLY

**AIRPORT VICINITY MAP  
FOR LUKE AIR FORCE BASE**

THIS MAP FULFILLS THE STATUTORY REQUIREMENTS UNDER ARIZONA REVISED STATUTE 28-8462 AND 8483

AS OF 20020628