

STATE OF ARIZONA  
DEPARTMENT OF REAL ESTATE  
**SUBDIVISION PUBLIC REPORT**

FOR  
**STONE CANYON II**  
**aka THE STONE CANYON CLUB**

Registration No. DM99-021203

**SUBDIVIDER**

Stone Canyon LLC  
1121 West Warner Road, Suite 109  
Tempe, Arizona 85284

May 3, 2000

Effective Date

First Amendment October 4, 2001

**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  
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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 CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.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:** Lots 135 through 234.

**The map of this subdivision:** is recorded in Book 53 of Maps, Page 48, records of Pima County, State of Arizona.

The subdivision is approximately 186.04 acres in size. It has been divided into 100 lots and Common Areas A and B in the entire subdivision. Lot boundaries will be staked with steel 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:** Vistoso Highlands Drive and Tortollita Mountain drive, Oro Valley. Take Oracle Road North from Tucson to Tangerine Road, west to Rancho Vitoso Boulevard, north to Vistoso Highlands Drive.

**SUBDIVISION CHARACTERISTICS**

**Topography:** Gently rolling desert with rock outcroppings.

**Flooding and Drainage:** A letter dated March 30, 2000 from The WLB Group, Inc. states:

A hydrology report was reviewed and approved by the Town of Oro Valley and determined the floodprone limits of the 100-year storm. The subdivision has been designed in accordance with applicable Town of Oro Valley Standards. As a result of the design, when the improvements are constructed in accordance with approved plans and specifications, each lot will be provided a building site in which there are no drainage hazards from the 100-year storm. The subdivision was recorded in Book 53 at Page 48 of Maps and Plats, on file in the office of the County Recorder, Pima County, Arizona. This entire subdivision, as indicated by Flood Insurance Rate Map (FIRM) Community Panel No. 04019C1025 and 04019C1030 (effective date 2/8/99) lies within either an “unshaded” Zone X, areas determined to be outside the 500-year floodplain or within a “shaded” Zone A, where no base flood elevations have been established for special flood hazard areas inundated by 100-year floods. The areas located within the Zone a are located outside the designated building areas.

**Soils:** Developer states the subdivision lots are not subject to subsidence or expansive soils.

**Adjacent Lands and Vicinity:** 1 acre residential and medium density residential, up to 4 units per acre, 1 house per 5 acre suburban ranch. There is a private airport within 1 mile south and a golf course on the east and north boundaries of the subdivision. The property within 1 mile is used for grazing.

### AIRPORTS

**Airport:** A private airport is located approximately 1 mile south of the subdivision.

### UTILITIES

**Electricity:** Supplier is Tucson Electric Power Company and facilities will be completed to lot lines by August 1, 2002.

Purchasers Cost: First 500 feet of direct burial line at no charge. Estimated cost to excavate and backfill is \$5.00 per foot, service establishment fee of approximately \$13.50.

**Street Lights:** Not available.

**Telephone:** Supplier is U.S. West Communications and will be complete to lot lines by August 1, 2002.

Purchasers Cost: No charge for cable if there is an open trench for lines. Ordering placement of cable must be 1 month prior to need of installation. Construction fee of \$53.30 per line. Min. Installation fee \$46.50. \$100.00 deposit required depending on customers credit rating from prior service.

**Natural Gas:** Supplier is Southwest Gas Corporation and will be complete to lot lines by August 1, 2002.

Purchasers Cost: The purchaser will have to install a meter and open a trench for the Gas Company to install lines from lot line to dwelling. If the extension is not longer than customary 200 feet, there will be no charge to set the line. There are allowances given to the lot purchaser by Southwest Gas for installations, i.e.: heater, water heater, range, etc. These allowances generally forego any cost of installation of facilities from lot line to dwelling, including the meter charges.

**Water:** Supplier is Town of Oro Valley and facilities will be complete to lot lines by August 1, 2002.

Purchasers Cost:       \$550.00 offsite fee for 5/8" pipe  
                              \$1,375.00 offsite fee for 1" pipe  
  
                              \$300.00 alternative water fee for 5/8" pipe

\$750.00 alternative water fee for 1" pipe

\$150.00 meter fee for 5/8" pipe

\$200.00 meter fee for 1" pipe

\$10.81 for 1,000 gal. Minimum for 5/8" pipe

\$27.10 for 1,000 gal. Minimum for 1" pipe

\$1.73 per 1,000 gal. Between 1,000 - 10,000

\$1.85 per 1,000 gal. Over 10,000

\$20.00 establishment fee

\$40.00 security deposit credited back after one year in good standing at 5% interest

**NOTE:** Effective July 5, 2000, the above "offsite fees" will increase as follows:

\$1,774.00 offsite fee for 5/8" pipe

\$4,435.00 offsite fee for 1" pipe

**Sewage Disposal:** Public sewers will be installed by August 1, 2002.

Purchasers cost: Approximately \$15.00 per foot for trench and pipe installation. Building permit fee \$52.44 for each fixture unit in the dwelling, i.e. washing machine, sink, toilet, tub/shower. Activation fee \$10.00, approximately \$10.78 monthly sewage utility fee based on 7,480 gallons of water usage.

**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:** Public streets are surfaced with asphalt and are maintained by the Town of Oro Valley.

**Access within the Subdivision:** Interior streets are private and will be surfaced with asphalt by August 1, 2002 and will be maintained by the Homeowner's Association.

**Flood and Drainage:** Rock rip rap will be constructed along two washes directing water into box culverts under roadway. It will be completed by August 1, 2002 and will be maintained by the homeowners' Association and Pima County Flood Control.

**COMMON, COMMUNITY AND RECREATIONAL FACILITIES**

**Within the Subdivision:** A hiking and bicycle trail will be completed by August 1, 2002 and will be maintained by the Homeowners' Association.

**Within the Master Planned Community:** Vistoso Community Association and Stone Canyon Homeowners' Association maintain all common areas, landscaping in street right of ways and street lights on Rancho Vistoso Boulevard. All parks are owned by the association.

**ASSURANCES FOR COMPLETION**

**Assurances for Completion of Subdivision Facilities:** A Performance Bond for completion.

**Assurances for Maintenance of Subdivision Facilities:** The Master and sub Associations, utility companies and Town of Oro Valley are responsible for their respective facilities.

**LOCAL SERVICES AND FACILITIES**

**Schools:** The elementary school and middle/jr. high is approximately 5 miles and the high school is approximately 9 miles from the subdivision.

**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:** Approximately 3 miles southeast.

**Public Transportation:** Sun Tran Bus System at Oracle and Hanley Street approximately 6 ½ miles south.

**Medical Facilities:** Northwest Hospital at Orange Grove and La Cholla approximately 11 miles. General practice-Catalina family Medical center on N. Oracle Road, approximately 6 miles.

**Fire Protection:** Golder Ranch Fire Department is located approximately 2 ½ miles from the subdivision. Cost included in real estate taxes.

**Ambulance Service:** Available through 911 service.

**Police Services:** Town of Oro Valley.

**Garbage Services:** TNT Sanitation \$24.00 per quarter.

**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 vacant lots for single family residential use.

**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 Pima County Recorder. Information about zoning may be obtained at the Office of the Town of Oro Valley 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 Stone Canyon L.L.C.

**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 13, 2000 issued by First American 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:** All purchasers will enter into a sales agreement and receipt for deposit. Purchasers vested interest/ownership will be evidenced by delivery of a recorded deed. Earnest monies will be deposited and held in escrow at the title company.

**Release of Liens and Encumbrances:** At close of escrow and recordation of Deed.

**Use and Occupancy:** At close of escrow and recordation of Deed.

**Leasehold Offering:** None.

THE PURCHASER OR LESSEE HAS THE LEGAL RIGHT TO RESCIND (CANCEL) THIS AGREEMENT WITHOUT CAUSE OR REASON OF ANY KIND AND TO THE RETURN OF ANY MONEY OR OTHER CONSIDERATION BY SENDING OR DELIVERING A WRITTEN NOTICE OF RESCISSION TO THE SELLER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY THE PURCHASER OR LESSEE EXECUTED THE AGREEMENT. IF THE PURCHASER OR LESSEE DOES NOT INSPECT THE LOT OR PARCEL BEFORE THE EXECUTION OF THE AGREEMENT, THE PURCHASER OR LESSEE SHALL HAVE SIX MONTHS TO INSPECT THE LOT OR PARCEL, AND AT THE TIME OF INSPECTION SHALL HAVE THE RIGHT TO UNILATERALLY RESCIND THE AGREEMENT.

**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 2001 is \$17.1899 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 \$1,500,000.00, is \$21,917.00. The estimated property tax for an unimproved lot (vacant), based on the above tax rate and average sales price of \$600,000.00, is \$14,027.00.

**Special District Tax or Assessments:** No.

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

**PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** Stone Canyon Homeowners' Association fees are \$75.00 per month with a one time fee of \$355.00 up front. Vistoso Community Association fees are \$150.00 per year, payable quarterly.

**Control of Association:** To the lot purchasers when 3 to 1 voting ratio by Declarant is extinguished in approximately 10 to 15 years.

**Title to Common Areas:** Transferred to the Association at the recordation of the plat.

**Membership:** All lot owners.



**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 LOT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS' ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR LOT. 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.**

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REGISTRATION NO. DM99-021203  
STONE CANYON II**