

# **SUBDIVISION DISCLOSURE REPORT**

(PUBLIC REPORT)

FOR

## **CORRIENTE CONDOMINIUMS**

Registration No. DM10-055274

### **SUBDIVIDER**

CCS-Corriente, LLC, a Colorado limited liability company  
1450 Infinite Drive, Suite E2  
Louisville, Colorado 80027

Effective Date: MARCH 30, 2010

1<sup>st</sup> Amendment Date: May 22, 2012

2<sup>nd</sup> Amendment Date August 5, 2013

### **PROPERTY REPORT 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.

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**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 CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.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:** Building #1 Units 1001 through 1008; 2001 through 2008; 3001 through 3008; Building #2 – Units 1009 through 1016; 2009 through 2016; 3009 through 3016; Building #3 – Units 3017 through 3024; 2017 through 2024; 1017 through 1024; Building #4 – Units 3025 through 3032; 2025 through 2032; 1025 through 1032; Building #5 – Units 3033 through 3040; 2033 through 2040; 1033 through 1040; Building #6 – Units 1041 through 1048; 2041 through 2048; 3041 through 3048; Building #7 – Units 1049 through 1056; 2049 through 2056; 3049 through 3056; Building #8 – Units 1057 through 1064; 2057 through 2064; 3057 through 3064, inclusive.

**The map of this subdivision:** A condominium as created by that certain Amended and Restated Declaration recorded as 2009-0459602 of Official Records and a First Amendment recorded as 2009-0459603, of Official Records, and as shown on the plat of said condominium recorded as Book 861 of Maps, Page 2, and Affidavit of Change recorded as 2006-1451306 and recorded as 2007-0233474 of Official Records of Maricopa County, State of Arizona.

The subdivision is approximately 9.02 acres in size. It has been divided into 72 Units in buildings 3, 4 and 5 and subdivider has reserved the right to create an additional 120 units in future buildings 1, 2, 6, 7 and 8 for a total of 192 units. Subdivider did not construct buildings 3, 4 and 5; these buildings were constructed by a predecessor subdivider that is in no way affiliated with CCS-Corriente, LLC. Condominiums units will be shown on plat.

**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:** Subdivision is located on the south side of Indian Bend Road east of Paradise Street, within the City of Scottsdale, Maricopa County, State of Arizona. 7601 E. Indian Bend Road.

## **UTILITIES**

**Electricity:** Arizona Public Service, (602) 371-7171, website: [www.aps.com](http://www.aps.com). Facilities have been completed to the lot lines. Costs to purchasers to receive this service is a \$25.00 (plus tax) residential service activation fee. A deposit may be required. APS may be able to waive the deposit if the purchaser had service with APS within the last 2 years or if purchaser can provide an acceptable letter of credit from their most recent electric service provider from within the last 6 months. Deposit amounts are based on usage from the new address. Fees and/or deposits are subject to change. Please contact the utility provider for further details. Once service is established, direct user fees will apply.

**Telephone:** CenturyLink, 20 East Thomas Road, Phoenix, Arizona 85012, (800) 244-1111, website: [www.centurylink.com](http://www.centurylink.com). Facilities have been completed. Costs include a deposit and a pre-payment fee that will be determined after a credit check is complete and an installation fee of \$9.99 if a service package is selected or \$27.50 if no service package is selected. Once service is established, direct user charges will apply. Fees and/or deposits are subject to change; please contact the utility company for further details.

**NOTE: IT IS POSSIBLE THAT YOU MAY NOT HAVE TELEPHONE SERVICE AT THE TIME OF CLOSING. PURCHASER IS ADVISED TO CONTACT THEIR SERVICE PROVIDER TO DETERMINE THE STATUS OF TELEPHONE SERVICE. YOU MAY ALSO WANT TO CONSIDER TEMPORARY ALTERNATIVES, I.E., A CELLULAR TELEPHONE.**

**Cable:** CenturyLink, (800) 244-1111, website: [www.centurylink.com](http://www.centurylink.com) and Direct TV Satellite Television, 1(888) 795-9489, website: [www.directtv.com](http://www.directtv.com). Facilities have been completed. There are no activation charges for basic cable service. Basic cable service is included in the Homeowners Association dues. Any additional services will be responsibility of Homeowner. Once service is established, direct user charges will apply. For service beyond basic cable, please contact the utility company for further details.

**Internet or Fiber Optic:** Internet may be available from various providers, including CenturyLink, (800) 244-1111, website: [www.centurylink.com](http://www.centurylink.com) or Cox Communications, (623) 594-1000, [www.cox.net](http://www.cox.net).

**Natural Gas:** Southwest Gas Corporation, (602) 861-1999, website: [www.swgas.com](http://www.swgas.com). Facilities have been completed. Costs to purchasers to receive this service include a minimum deposit of \$80.00, if required, and a service charge of \$35.00 plus tax. Once service is established, direct user charges will apply. Fees and/or deposits are subject to change, please contact utility company for further details.

**Water:** Arizona American Water, (623) 445-2460, website: [www.azamwater.com](http://www.azamwater.com). Facilities have been completed. Costs to purchasers are included in the monthly Homeowners Association fees.

**Sewage Disposal:** City of Scottsdale, (480) 312-2461; website: [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov). Facilities have been completed. Costs to purchasers for sewage collection, treatment and disposal services are included in Homeowners Association dues.

**Garbage Services:** City of Scottsdale, Solid Waste Management, (480) 312-5600; website: [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov). Refuse collection is included in Homeowners Association dues.

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

**PURCHASERS ARE ADVISED TO CONTACT THE ABOVE LISTED PROVIDERS REGARDING EXTENSION RULES, REGULATIONS, SERVICE CONNECTIONS,**

**INSTALLATION CHARGES, ACCOUNT SET-UP FEES AND THE COSTS INVOLVED. COSTS ARE SUBJECT TO CHANGE BY THE SERVICE PROVIDERS.**

**STREETS, ROADS AND DRAINAGE**

**Access to the Subdivision:** (1) Access within the community is provided by private roads and driveways, (2) access from the community to the public road called Indian Bend Road is provided by a certain Private Drive, (3) this Private Drive is partially within the community and partially owned by others, (4) the HOA is to maintain the private road and driveways as well as the Private Drive, but (5) is entitled to partial reimbursement for this maintenance from others who use the Private Drive.

**Access within the Subdivision:** The asphalt paved private streets are completed. The Homeowners Association will be responsible for maintenance. Costs to purchasers for maintenance are included in the Homeowners Association fees.

**Street Lights:** Street lights will not be available within the Development.

**Flood and Drainage:** Typical street drainage and retention basins have been completed. The Homeowners Association is responsible for maintenance. Costs to purchasers for maintenance are included in the Homeowners Association fees.

**Arizona State Trust Land:** The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space 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.

**LOCAL SERVICES AND FACILITIES**

**Schools:** Kiva Elementary (K-6), 6911 E. McDonald Drive, Paradise Valley, Arizona 85253, (480) 484-2200, approximately 1 ¼ miles southwest of subdivision; Mohave Middle School (7 – 8), 5520 N. 86<sup>th</sup> Street, Scottsdale, Arizona 85250, (480) 484-5200, approximately 1 ¾ miles southeast of subdivision; Saguaro High School (9 – 12), 6250 N. 82<sup>nd</sup> Street, Scottsdale, Arizona 85250, (480) 484-7200, approximately 1 mile southeast of subdivision.

**NOTE: School assignments are subject to change. Prospective Purchasers should contact the Scottsdale Unified School District at (480) 484-6100 for verification of schools. Additional information regarding schools and districts can be found at the following websites: [www.greatschools.net](http://www.greatschools.net) and [www.sfb.state.az.us](http://www.sfb.state.az.us).**

State what transportation is provided for the students, if any. ***SCHOOL BUS TRANSPORTATION WILL ONLY BE PROVIDED TO STUDENTS RESIDING OUTSIDE THE SCHOOLS DESIGNATED WALKING DISTANCE. PURCHASERS SHOULD CONTACT THE SCHOOLS TO DETERMINE THE AVAILABILITY OF SCHOOL BUS TRANSPORTATION.***

**Shopping Facilities:** Albertsons, 6965 N. Hayden Road, Scottsdale, Arizona, (480) 991-9707, approximately ½ mile southeast of subdivision. Bashas located at 8035 E. Indian School Road, Scottsdale, Arizona, approximately 2 ½ miles southeast.

**Public Transportation:** The nearest Valley Metro Transit System bus stop is located at Scottsdale Road and Hummingbird Lane, approximately ½ mile northwest of subdivision.

**NOTE:** Bus routes and schedules are subject to change. For additional information, please contact the Valley Metro Transit System at (602) 253-5000, or visit the website at [www.ValleyMetro.org](http://www.ValleyMetro.org).

**Medical Facilities:** Scottsdale Healthcare Shea, 9003 E. Shea Blvd., Scottsdale, Arizona, (480) 860-3000, approximately 3 ½ miles northeast of subdivision. Scottsdale Healthcare Osborn, 7400 E. Osborn Road, Scottsdale, Arizona, approximately 3 miles south.

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

**Ambulance Service:** Provided by Rural Metro, 9221 E. Via de Ventura, Scottsdale, Arizona, 1(800) 352-2309. **For Emergencies dial 911.**

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

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

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

**Within the Subdivision:** Common area landscaping, underground garage, clubhouse, pool/spa, BBQ's and ramadas to be maintained by the Homeowners' Association. Costs to purchasers for maintenance are included in the Homeowners' Association fees.

**Within the Master Planned Community:** Subdivider advises this subdivision is not part of a Master Planned Community.

## **ASSURANCES FOR COMPLETION OF IMPROVMENTS**

**Assurances for Completion of Subdivision Facilities:** All subdivision facilities have been completed.

**Assurances for Maintenance of Subdivision Facilities:** Condominium Declaration provides for the Homeowners Association to maintain all common areas and private streets, utility companies to maintain their respective utilities.

## **PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** Corriente Condominiums Homeowners Association. The HOA dues are \$298.00 monthly.

**Control of Association:** Period of Declarant Control means the time period commencing on the date this declaration is recorded in the Official Records of the Maricopa County, Arizona Recorder, and ending on the earlier of: (i) Ninety (90) days after the conveyance of seventy-five percent (75%) of the Units which may be created in the Condominium to Unit Owners other than the Declarant; or (ii) Four (4) years after all Declarant has ceased to offer Units for sale in the ordinary course of business; (iii) or December 31, 2015

**Title to Common Areas:** Each owner of a unit will be conveyed an undivided interest in the common areas. Condominium Association does not hold title to the common elements

**Membership:** All 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.**

## **SUBDIVISION CHARACTERISTICS**

**Topography:** Land is generally level.

**Flooding and Drainage:** Subdivider advises that development is not subject to any known flooding or drainage problems. Robert E. Mohning, P.E., R.L.S., Associate of Rick Engineering Company, in his letter dated September 18, 2006, states:

“The above referenced condominium is within Zone X (textured) according to FEMA Flood Information Map Number 04013C1695H, dated September 30, 2005. Zone X (textured) denotes “Areas of 0.2% annual chance flood; areas of 1% chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.” The subdivision is not within a special hazard area as defined by FEMA and flood insurance is not required by FEMA.

The site storm water is drained to catch basins and is piped to a retention basin.



The finished floor elevations are designed to be above the water surface from a 100-year storm.”

**Soils:** This Subdivision is subject to subsidence or expansive soils. Zachary Wright, G.I.T., Project Geologist, and Jeffrey D. Vann, P.E., Principal Engineer of Foree & Vann, Inc., in their letter dated September 29, 2006, has cited, in part:

“Based on the results of the investigation, it appears that the potential soil expansion for the native soils is high. An expansion potential in excess of 4 percent characterizes the highly expansive soils. Native soils with a minimum Plasticity Index of 19 or greater may not be placed in the top 1.0 feet of the building pads or below foundations to a depth of 1.0 feet for conventional systems. In any case, the effects of the expansive soils have been mitigated by the recommendations contained in the original geotechnical report.

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.”

**Adjacent Lands and Vicinity: Adjacent Lands and Vicinity:**

**NORTH:** OS (Open Space)

**SOUTH:** R-5 (23 Dwelling Units/Gross Acre Max Density)

**EAST:** OS (Open Space)

**WEST:** R-5 (23 Dwelling Units/Gross Acre Max Density)

NOTE: Owners of the adjacent land described above may seek to rezone their property, may seek zoning variances for their property or may modify their site plan within existing zoning. Consequently, no assurance can be given that the zoning or uses for the adjacent lands will not change from that described above. Purchasers should contact the City of Scottsdale Planning & Zoning Department at (480) 312-6500 or Maricopa County Planning & Development Department at (602) 506-3201 for up-to-date information.

**North:**

- McCormick Ranch Golf Club, less than ¼ mile
- Gainey Ranch Golf Club, approximately 2 miles
- Scottsdale Airpark Municipal Airport, approximately 5 ¼ miles
- Cactus Park, approximately 4 miles
- Starfire at Scottsdale Country Club, approximately 3 miles

**Northeast:**

- McCormick Ranch Golf Club, less than ¼ mile
- Pima Freeway (101), approximately 2 ½ miles
- Mountain View Park, approximately 2 ¼ miles
- Scottsdale Fiesta, approximately 3 miles
- Scottsdale Healthcare – Shea, approximately 3 ½ miles
- Paradise Memorial Gardens, approximately 3 ¾ miles
- Northsite Park, approximately 5 ¼ miles
- Thunderbird Park, approximately 5 ½ miles

- Rotary Park, approximately 1 ½ miles
- Aztec Park, approximately 5 ¾ miles
- Hayden Rhodes Aqueduct Central Arizona Project, approximately 6 miles
- Fire Station, approximately 2 ¾ miles
- Law Enforcement Offices, approximately 2 ¾ miles
- Scottsdale Ranch Park, approximately 4 ¼ miles
- Salt River Pima – Maricopa Indian Community, approximately 2 miles
- Pavilion Lakes Golf Club, approximately 1 ¾ miles
- Talking Stick Golf Club, approximately 2 ¾ miles
- Cholla Park, approximately 5 ¾ miles
- Fire Station, approximately 5 ¼ miles

**East:**

- Indian Bend Greenbelt, less than ¼ mile
- Scottsdale Silverado Golf Club, less than ¼ mile
- Scottsdale Pavilion, approximately 1 ½ miles
- Casino Arizona at Talking Stick, approximately 2 ¾ miles
- Talking Stick Golf Club, approximately 3 miles
- Salt River Pima – Maricopa Indian Community, approximately 1 ½ miles
- Pima Freeway (101), approximately 2 miles

**Southeast:**

- Salt River Pima – Maricopa Indian Community, approximately 2 miles
- Indian Bend Greenbelt, less than ¼ mile
- Pima Freeway (101), approximately 2 ¼ miles
- Scottsdale Community College, approximately 2 ¼ miles
- Agua Linda Park, approximately 1 ½ miles
- Community Admin. Complex, approximately 4 ½ miles
- Fire Station, approximately 4 ½ miles
- Law Enforcement Offices, approximately 4 ½ miles
- Salt River Indian Agency, approximately 5 ½ miles
- Library, approximately 5 ¾ miles
- Chestnut Park, approximately 2 ½ miles
- Chaparral Park, approximately 1 mile
- Pima Park, approximately 3 ¾ miles
- Apache Park, approximately 5 ¼ miles
- Green Acres Memorial Cemetery, approximately 5 ½ miles

**South:**

- Fire Station, approximately 4 miles
- Coronado Golf Course, approximately 4 miles
- Eldorado Park, approximately 4 ¼ miles
- Scottsdale Civic Center, approximately 3 miles
- Library, approximately 3 miles
- Municipal Buildings, approximately 3 miles
- Law Enforcement Offices, approximately 3 ¼ miles

- Scottsdale Mall, approximately 3 miles
- Scottsdale Stadium, approximately 3 ½ miles
- Scottsdale Center for the Arts, approximately 3 ¼ miles
- Scottsdale Healthcare – Osborn, approximately 3 ½ miles
- Scottsdale Center for Technology & Innovation, approximately 5 miles
- Post Office, approximately 3 ½ miles

**Southwest:**

- Fire Station, approximately 1 mile
- Scottsdale Fashion Square, approximately 2 ¼ miles
- Loloma Transit Station, approximately 3 ¼ miles
- Arizona Crosscut Canal, approximately 4 ½ miles
- Desert Botanical Garden, approximately 5 ¼ miles
- Phoenix Zoo, approximately 6 miles
- Rolling Hills Golf Course, approximately 6 ¼ miles
- Papago Softball Complex, approximately 4 ½ miles
- Papago Park, approximately 4 ½ miles
- Papago Butts, approximately 5 ¼ miles
- Papago Municipal Golf Course, approximately 5 ¾ miles
- Barnes Butte, approximately 5 miles
- Papago Army Airfield, approximately 5 miles
- Papago Military Reservation, approximately 4 ¾ miles
- Maricopa County Department of Emergency Management, approximately 5 ½ miles
- Arizona Country Club, approximately 3 ¾ miles
- Arizona Canal, approximately 3 ¾ miles
- G. R. Herberger Park, approximately 3 ¾ miles
- Arcadia Park, approximately 4 miles
- Palute Park, approximately 3 ¾ miles
- St. Francis Cemetery, approximately 5 ¼ miles
- Phoenician Golf Club, approximately 2 ¼ miles
- Fire Station, approximately 5 ¼ miles
- Old Crosscut Canal Linear Park, approximately 5 miles
- Arcadia Crossings Shopping Center, approximately 5 ¼ miles
- Library, approximately 5 ¼ miles
- Camelback Mountain, approximately 2 ½ miles
- Echo Canyon Recreation Area, approximately 2 ½ miles
- Kachina Park, approximately 4 ¾ miles
- Municipal Buildings, approximately 1 ½ miles
- Law Enforcement Offices, approximately 1 ½ miles
- Mountain Shadows Golf Course, approximately 2 ½ miles
- Arizona Biltmore Country Club, approximately 5 ¾ miles

**West:**

- McCormick – Stillman Railroad Park, less than ¼ mile
- Paradise Valley Country Club, approximately 3 miles

- Mummy Mountain, approximately 1 ¼ miles
- Phoenix Mountains Park and Recreation Area, approximately 4 miles

**Northwest:**

- Phoenix Mountain Preserve, approximately 4 miles
- Fire Station, approximately 3 ¼ miles
- Paradise Valley Gateway, approximately 4 ¼ miles
- Camelback Golf Club, approximately 1 ½ miles
- Orange Tree Golf Resort, approximately 3 ½ miles
- Paradise Valley Mall, approximately 5 ½ miles
- Stonecreek Golf Club, approximately 4 ½ miles
- Sunrise Park, approximately 5 ¼ miles
- Sereno Park, approximately 5 miles
- Crossed Arrows Park, approximately 5 ¾ miles
- Kierland Golf Club, approximately 5 ¼ miles
- Kierland Commons, approximately 5 ¾ miles
- Kierland Park, approximately 6 ½ miles

The Salt River Pima-Maricopa Indian Community is located approximately 2 miles southeast, 2 miles northeast and 1 ½ miles east. Subdivider makes no representation or warranty with respect to future land uses on the Salt River Pima-Maricopa Indian Community nor as to any rights an adjacent property owner may have to protest or influence future land uses. Land use changes within the Salt River Pima-Maricopa Indian Community are not subject to mandatory public notice and hearing requirements and procedures that are common in many municipalities. Please contact the Salt River Pima-Maricopa Indian Community at 10005 East Osborn Road, Scottsdale, Arizona 85256, (480) 850-8000 or visit the website at [www.saltriver.pima-maricopa.nsn.us](http://www.saltriver.pima-maricopa.nsn.us)

Scottsdale Municipal Airport located at 15000 North Airport Drive, approximately 5 ¼ miles north, may produce noise, vibrations, fumes, dust, fuel and lubricant particles or other effects of air traffic that may be undesirable to prospective buyers. 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 Scottsdale Municipal Airport at (480) 312-2321.

A golf course surrounds the development. Property owners adjacent or in the vicinity of the golf course property assume all risks with respect to injury or damage caused by errant golf balls. Maintenance activities of the golf course, which may include, but is not limited to, application of fertilizers, irrigation and drainage, odors, etc., may adversely affect unit owners. Additionally, the golf course is a public facility, and Subdivider has no control over the golfers. Maintenance activities (including irrigation systems, turf cutting, plant trimming, weed control, etc.) and other golf related activities may result in noise during non-working hours.

Purchasers are advised that dams, dykes, canals, creeks, rivers, floodways, and washes may be hazardous to unsupervised children and adults. Due to the proximity of the Indian Bend Wash, the subdivision may notice an increase in insects, wildlife, water, dust or other effects associated with this area. Purchasers are advised to independently investigate this matter. For further

information, please contact the Flood Control District of Maricopa County at (602) 506-1501 or visit the web site at [www.fcd.maricopa.gov](http://www.fcd.maricopa.gov).

Furthermore, due to the proximity of freeways, highways, etc., unit owners may possibly experience traffic, noise, dust, odors, and other nuisances associated with these areas. These areas may also pose as safety hazards to unsupervised children and adults. Purchasers are encouraged to drive within the vicinity of the subdivision to determine whether there may exist additional items of concern.

McCormick-Stillman Railroad Park located at 7301 E. Indian Bend Road, approximately less than ¼ mile west, may produce noise, vibrations, fumes, dust, increased traffic, odors, and other nuisances associated, but not limited to, the activities, concerts, train operation, parties, etc. at the park. For further information please, contact the McCormick-Stillman Railroad Park at (480) 312-2312 or visit the web site at [www.therailroadpark.com](http://www.therailroadpark.com).

Purchasers are advised that the City of Scottsdale has approved the Indian Bend Road Improvements, which is a Capital Improvement Project. The improvement plan will be to construct a four-lane minor arterial standards with landscaped median, turn lanes, bike lanes, curb and gutter, new all-weather crossing of Indian Bend Wash and sidewalk on south side. A new multi-use path will be installed on north side to connect the Indian Bend path system to McCormick Railroad Park. Additional turn lanes will be constructed at the Scottsdale Road and Hayden Road intersections. Also, a future connection from Paradise Street to Indian Bend Road may be made as part of these improvements. Due to the proximity of the project, this subdivision may experience an increase amount of noise, traffic, dust, construction, and other effects associated with this type of project. For further information, contact the project manager Vivek Galav with the City of Scottsdale at (480) 312-7245 or visit the web site at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov).

**Status of the Indian Bend Road – Scottsdale to Hayden Project:** A majority of construction is complete and all the four lanes are open to traffic. Multiuse path on the north side will remain closed until March 2010 while the contractor completes installation of the Public Art. However, the new sidewalk on the south side of the roadway is open.

**Fire Station:** Due to the proximity of a fire station, this subdivision may experience an increase amount of noise, and other effects associated with this type of facility that may be of concern to some individuals.

**Views:** Views and/or scenes that may be visible from particular portions of the community or any of its lots will change over time and may be wholly or partially obstructed as development activity continues and landscape matures.

**Termites:** CCS-Corriente, LLC did not construct buildings 3, 4 and 5 but based on the original subdivider's prior public report, CCS-Corriente, LLC understands that the floors in the units in buildings 3, 4 and 5 were treated for termites as permitted by law. Prior to pouring finished floors in any new units constructed by CCS-Corriente, LLC, each home will be treated for termites with certain chemicals, as permitted by law. The termite protection warranty that is provided with the home does not guarantee that termite infestation will not occur during the warranty period. The chemicals dissipate over time and other events may occur that will require

the home to be retreated. Certain actions to the home, such as excessive watering and landscaping around the foundation of the home, may void the warranty.

Subdivider has used its best efforts in an attempt to disclose all noteworthy activities and conditions surrounding this subdivision using the resources reasonably available to subdivider at the time this Public Report was prepared. This information may change from time to time. Prospective purchasers are encouraged to (i) drive the areas surrounding the subdivision (at different times of the day) to determine whether there exists any activities or conditions that may be of concern to Purchaser and (ii) determine to Purchaser's own satisfaction whether or not the items mentioned in the Public Report or discovered by Purchaser's own inspections are of concern to Purchaser.

**PURCHASER IS ADVISED THAT HOMES SITUATED ADJACENT TO OR IN THE VICINITY OF COMMERCIAL PROPERTY, MULTI-FAMILY SITES, WORSHIP SITES, SCHOOL SITES, STREETS, FREEWAYS, PARKWAYS, ROADWAYS, TRAILS, OPEN SPACE AREAS, CONSTRUCTION-RELATED OPERATIONS, INDUSTRIAL PROPERTIES, PROVING GROUND, MINING OPERATIONS, ENTERTAINMENT VENUES, PARKS, CORRECTIONAL FACILITIES, AGRICULTURAL AREAS, OTHER NON-RESIDENTIAL USES, AND/OR OTHER RECREATION AMENITIES MAY EXPERIENCE AN ADDITIONAL AMOUNT OF NOISE, DUST, LIGHTING, AND SIGNAGE, AS WELL AS PEDESTRIAN AND VEHICULAR TRAFFIC TYPICALLY ASSOCIATED WITH SUCH FACILITIES.**

### **SUBDIVISION USE AND RESTRICTIONS**

**Use:** This offering is for Condominium Units (Improved Lots).

**Zoning:** Condominium units will be for residential use.

**Conditions, Reservations and Restrictions:** As stated in the recorded Amended and Restated Declaration of Condominium and of Covenants, Conditions and Restrictions and as stated in the Articles of Incorporation and Bylaws of the Homeowners' Association.

**PURCHASERS ARE ADVISED THAT THE RECORDED 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 Scottsdale Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

### **AIRPORTS**

**Airport:** Scottsdale Airpark Municipal Airport, 15290 N. 78<sup>th</sup> Way, Scottsdale, Arizona, approximately 5 ¼ miles north.

**TITLE**

**Title to this subdivision** in CCS-Corriente, LLC, a Colorado Limited Liability Company

**Subdivider’s interest in** this subdivision is evidenced by fee title.

**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 May 8, 2012, issued by Security Title Agency and as amended by Preliminary Title Report dated May 17, 2013 issued by First American Title. **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 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. You should read these documents before signing them.

Cash sales are permitted. Purchaser’s deposits and earnest monies will be deposited into a neutral escrow account as determined by Subdivider. Except as otherwise provided in the Purchase Contract between Subdivider and Purchaser, Purchaser’s deposits and earnest monies cannot be used by Seller until the close of escrow.

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

**Release of Liens and Encumbrances:** Subdivider hereby advises Purchaser that Subdivider hereafter intends on encumbering the property with one or more deeds of trust recorded in Maricopa County, Arizona, provided that Subdivider will ensure that all the applicable lender releases Purchaser’s individual improved lot upon Purchaser’s payment to Subdivider of the purchase price required under Purchaser’s purchase contract with Subdivider for such improved lot.

**Leasehold Offering:** Will any of the property be leased by Subdivider?  Yes  No

**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 2011 is \$7.4185 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 \$299,090.00 is \$1,861.35.

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

**Working Capital Fund:** Except as provided below, upon the closing of any sale or other transfer or conveyance of a Unit, the Purchaser shall pay to the Association an amount equal to one-fourth (1/4) of the annual Common Expense Assessment then in effect for the Unit for use as a working capital fund to meet unforeseen expenditures, to purchase any additional equipment or services by or for the Association, or to pay Association expenses such as insurance as they come due in the ordinary course in the event there are not sufficient funds in the Association's accounts (including reserve accounts) at the time of the due date to pay such expenses.

**Central Arizona Groundwater Replenishment District ("CAGRDR"):** The subdivision is enrolled as a Member Land of the Central Arizona Groundwater Replenishment District ("CAGRDR") pursuant to A.R.S. §48-3774. The CAGRDR is managed and operated by the Central Arizona Water Conservation District ("CAWCD"), which manages and operates the Central Arizona Project. The CAGRDR is obligated by statute to replenish the groundwater served to its members' municipal water provider. CAGRDR is required to levy an annual replenishment assessment against each parcel of Member Land to pay its replenishment costs and expenses, pursuant to A.R.S. §48-3778. The replenishment assessment is not included in the tax estimates given above. A parcel's replenishment assessment is based on an assessment rate established annually by the CAWCD Board of Directors, multiplied by the actual volume of excess groundwater reported to be delivered to the parcel in the previous year. Therefore, a parcel's replenishment assessment will vary from year to year and will likely increase over time. The assessment is included in each parcel owner's annual property tax statement and is collected by the Maricopa County Treasurers Office. For further information, you may contact CAGRDR at (623) 869-2243 or visit their website at [www.cagrdr.com](http://www.cagrdr.com).

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

**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/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 LOT/UNITS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD LOTS/UNITS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.**

RF/car



**EXHIBIT "A"**  
**SCHEDULE B**

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

**EXCEPTIONS:**

1. Taxes for the full year of 2013.  
(The first half is due October 1, 2013 and is delinquent November 1, 2013.  
The second half is due March 1, 2014 and is delinquent May 1, 2014.)  
  
Year 2012 Primary Tax Rate: 6.4589 Secondary Tax Rate: 2.8395  
  
Assessor's Parcel No(s): 174-20-377 through 174-20-392, 174-20-418 through 174-20-421, 174-20-425 through 174-20-456, 174-20-483, 174-20-486, 174-20-488 through 174-20-520, 174-20-547 through 174-20-549, 174-20-551 and 174-20-553 through 174-20-568
2. Any charge upon said land by reason of its inclusion in Corriente Condominiums Homeowners Association.
3. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 860 of Maps, Page 31, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 861 of Maps, Page 2; Affidavit of Change recorded as 2006-1408321, as 2006-1451306 of Official Records and recorded as 2007-233474 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Covenants, conditions and restrictions in the document recorded as 2009-0459602 of Official Records; thereafter First Amended recorded as 2009-0459603 of Official Records; Assignment recorded as 2012-0751838 of Official Records and Confirmation recorded as 2013-0352471 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
6. A plat recorded as Book 13 of Road Maps, Page 84 showing a portion of said property lying within the flood area of Indian Bend Wash.

7. The terms, conditions and provisions contained in the document entitled "Drainage and Flood Control Easement and Provision for Maintenance" recorded June 20, 1974 as Docket 10706, Page 1458; Assigned recorded as February 15, 1978 as Docket 12717, Page 953; Partial Release and Perpetual Easement recorded November 22, 2004 as 2004-1370248 of Official Records and re-recorded March 16, 2005 as 2005-322270 of Official Records.
8. The terms, conditions and provisions contained in the document entitled "Drainage and Flood Control Easement and Provision for Maintenance" recorded June 20, 1974 as Docket 10706, Page 1462; modified recorded April 04, 1975 as Docket 11102, Page 222 and assigned recorded February 15, 1978 as Docket 12717, Page 953.
9. The terms, conditions and provisions contained in the document entitled "Drainage and Flood Control Easement and Provision for Maintenance" recorded March 27, 1975 as Docket 11090, Page 470; modified recorded April 04, 1975 as Docket 11102, Page 221 and partially assigned recorded February 15, 1978 as Docket 12717, Page 953.
10. The terms, conditions and provisions contained in the document entitled "Drainage and Flood Control Easement and Provision for Maintenance Interceptor Channel" recorded April 10, 1975 as Docket 11110, Page 379.
11. The terms, conditions and provisions contained in the document entitled "Easement Agreement" recorded June 04, 1984 as 84-240414 of Official Records and Modified Release of Easement recorded June 09, 2006 as 2006-786416 of Official Records.
12. The terms, conditions and provisions contained in the document entitled "Reciprocal Easement and Maintenance Agreement" recorded October 07, 1986 as 86-548228 of Official Records; First Amendment recorded February 25, 1987 as 87-113586 of Official Records and Second Amendment recorded December 18, 1992 as 92-0722571 of Official Records.
13. The terms, conditions and provisions contained in the document entitled "Easement Agreement" recorded October 10, 1986 as 86-557205 of Official Records.
14. The terms, conditions and provisions contained in the document entitled "Drainage Easement Boundary Realignment and Real Property Exchange Agreement" recorded April 22, 1997 as 97-262386 of Official Records; Partial Release and Perpetual Easement recorded November 22, 2004 as 2004-1370248 of Official Records and re-recorded March 16, 2005 as 2005-322270 of Official Records.
15. The terms, conditions and provisions contained in the document entitled "Covenant and Agreement to Hold Property as One Parcel" recorded August 23, 2001 as 2001-778249 of Official Records.
16. The terms, conditions and provisions contained in the document entitled "Lot Split Approval" recorded August 23, 2001 as 2001-778250 of Official Records.

- 17. The terms, conditions and provisions contained in the document entitled "Permanent Vehicular and Pedestrian Access and Public Utilities Easement" recorded October 1, 2001 as 2001-0912706 of Official Records.
- 18. The terms, conditions and provisions contained in the document entitled "Easement and Agreement" recorded November 22, 2004 as 2004-1370268 of Official Records; re-recorded March 04, 2005 as 2005-270050 of Official Records and assigned recorded May 10, 2005 as 2005-608883 of Official Records.
- 19. The terms, conditions and provisions contained in the document entitled "Agreement and Notice of Municipal Provider reporting Requirements for Corriente Condominiums regarding membership in the Central Arizona Groundwater Replenishment District" recorded August 21, 2006 as 2006-1107935 of Official Records.
- 20. The terms, conditions and provisions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions for Corriente Condominiums regarding membership in the Central Arizona Groundwater Replenishment District" recorded August 21, 2006 as 2006-1107936 of Official Records.
- 21. An easement for waterline and incidental purposes, recorded as 2007-059817 of Official Records.
- 22. An easement for telecommunications facilities and incidental purposes, recorded as 2009-0506805 of Official Records.
- 23. All matters as set forth in Results of Survey, recorded as Book 1122 of Maps, Page 25.
- 24. Any irregularity in the foreclosure proceedings leading up to the Trustee's Deed recorded December 30, 2009 as 2009-1192743 of Official Records and re-recorded December 02, 2010 as 2010-1052867 of Official Records
- 25. Deed of Trust to secure an indebtedness of \$1,300,000.00 and \$5,500,000.00, and any other amounts or obligations secured thereby, recorded August 22, 2012 as 2012-0751839 of Official Records.
  - Dated: August 21, 2012
  - Trustor: CCS - Corriente, LLC, a Colorado limited liability company, and  
RCS - Corriente Holdings, LLC, a Colorado limited liability company
  - Trustee: Grand Canyon Title Agency, Inc., an Arizona corporation
  - Beneficiary: Wells Fargo Bank, National Association
- 26. All matters as set forth in Collateral Assignment of Declarants Rights, recorded August 28, 2012 as 2012-0773432 of Official Records.
- 27. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**